



**The Corporation of the City of Temiskaming Shores**  
**Regular Meeting of Council**  
**Tuesday, August 10, 2021**  
**Immediately Following the Committee of the Whole Meeting**  
**City Hall – Council Chambers – 325 Farr Drive**

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**Agenda**

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

*Draft Resolution*

Moved by: Councillor

Seconded by: Councillor

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

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

*Draft Resolution*

Moved by: Councillor

Seconded by: Councillor

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

- a) Regular meeting of Council – July 13, 2021.

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

None

8. **Question and Answer Period**

9. **Presentations / Delegations**

a) Dennis McCarty, Resident

**Re:** Temiskaming Transit Route on Merdian Avenue and Morissette Drive

10. **Communications**

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

**Re:** Rising cost of building materials, 2021-07-12

**Reference:** Received for Information

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

**Re:** Motion M-84 Anti-Hate Crimes and Incidents and private member's bill Bill-C 313 Banning Symbols of Hate Act, 2021-07-12

**Reference:** Received for Information

c) Peggy Johnson, CAO/ Clerk Treasurer - Township of Chapple

**Re:** Disaster Relief Plan due to unprecedented events and devastating impacts to the agricultural industry, 2021-07-13

**Reference:** Received for Information

- d) Alysha Dyjach, Deputy City Clerk – City of Woodstock  
**Re:** Affordable housing crisis in Canada, 2021-07-16  
**Reference:** Received for Information
  
- e) Brent Larmer, Municipal Clerk/Manager of Legislative Services – Town of Cobourg  
**Re:** Support for Bill C-6 An Act to amend the Criminal Code (Conversion Therapy), 2021-07-19  
**Reference:** Received for Information
  
- f) Earlton-Timiskaming Regional Airport Authority  
**Re:** Financial Reports and Manager Reports from December 2020, January 2021, February 2021  
**Reference:** Received for Information
  
- g) TransCanada  
**Re:** Your Safety, Our Integrity Fact Sheet  
**Reference:** Received for Information
  
- h) Susan Despres, Resident  
**Re:** Amendment to Animal Control Bylaw # 4.5, Required Stoop and Scoop, 2021-07-29  
**Reference:** Received for Information
  
- i) Hayden Fiset, Site Services Superintendent – First Cobalt Corp.  
**Re:** Request to Purchase Municipal Land, 2021-07-30  
**Reference:** Referred to the Municipal Clerk to process in accordance with the City's Disposition of Land By-law No. 2015-160

j) City of Toronto

**Re:** General Government and Licensing Committee Item 23.3 Report on Bill 177 Stronger Fairer Ontario Act Changes to Provincial Offences Act

**Reference:** Received for Information

k) City of Toronto

**Re:** Member Motion Item 32.12 Building the Early Learning and Child Care System Toronto Needs

**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. k) 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 Committee of Adjustment meeting held on June 30, 2021; and

b) Minutes of the Earlton-Timiskaming Regional Airport Authority (ETRAA) meeting on March 18, 2021.

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

None

**13. Reports by Members of Council**

14. **Notice of Motions**

15. **New Business**

**a) Support Resolution – City of St. Catharines, Lyme Disease Awareness Month**

*Draft Resolution*

Moved by: Councillor

Seconded by: Councillor

Whereas the City of St. Catharines adopted a resolution regarding Lyme Disease National Awareness Month at their regular meeting on May 31, 2021; and

Whereas May is Lyme Disease National Awareness Month; and

Whereas the Ministry of Health Ontario does not cover treatment and testing for all strains of Lyme Disease; and

Whereas Lyme Disease is a crippling disease if not diagnosed and treated appropriately.

Now therefore be it resolved Council for the City of Temiskaming Shores hereby supports the City of St. Catharines call on the Ontario government to expand testing to all strains of Lyme Disease and to improve the level of treatment and care for those diagnosed with this crippling disease; and

Further that the Premier of Ontario, Ontario Minister of Health, John Vanthof, MPP for Timiskaming-Cochrane and the Association of Municipalities of Ontario be sent correspondence of Council's decision.

**b) Support Resolution - Bullying Elimination Week Proclamation for the week of May 23rd- 30th 2022**

*Draft Resolution*

Moved by: Councillor

Seconded by: Councillor

Whereas Mr. Ryan Doyle, Canadian Author of an Anti-Bullying book, entitled "Tears of Loneliness", requested Council proclaim a bullying elimination week.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby declare May 23 to May 30, 2022 as Bullying Elimination Week in the City of Temiskaming Shores.

**c) January to July 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 July 2021 Year-to-Date Capital Financial Report for information purposes.

**d) Memo No. 026-2021-CS –Deeming By-law for Heon – 91 Station Street**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Whereas the owners of 91 Station Street would like to merge lots on title through the adoption of a deeming by-law in compliance with the Planning Act in order to create one property with one Roll number; and

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

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby directs staff to prepare the necessary by-law to deem Lots 89 and 91, on Plan M-52 NB to no longer be Lots on a Plan of Subdivision; and

Further that Council hereby directs staff to prepare the necessary deeming by-law for consideration at the August 10, 2021 Regular Council meeting.

**e) Memo No. 027-2021-CS – Deeming By-law for Mignault and Roberge – 441 Lawlor Street**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Whereas the owners of 441 Lawlor Street would like to merge lots on title through the adoption of a deeming by-law in compliance with the Planning Act in order to create one property with one Roll number; and

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

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby directs staff to prepare the necessary by-law to deem Lots 182 and 185, on Plan M-48 NB to no longer be Lots on a Plan of Subdivision; and

Further that Council hereby directs staff to prepare the necessary deeming by-law for consideration at the August 10, 2021 Regular Council meeting.

**f) Administrative Report No. CS-032-2021 – Site Plan Agreement: In & Out Truck Wash, 437025 Hawn Drive**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-032-2021;

That Council agrees to enter into a Site Plan Agreement with In & Out Truck Wash for the property at 437025 Hawn Drive; and

That Council directs staff to prepare the necessary by-law to enter into a Site Plan Agreement with In & Out Truck Wash for the property at 437025 Hawn Drive for consideration during the by-law portion of the August 10, 2021 Regular Council meeting.

**g) Administrative Report No. CS-034-2021 – Animal Control By-law Amendment**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-034-2021; and

That Council directs staff to prepare the necessary by-law to adopt an Off Leash Dog Park for Council's consideration at the August 10, 2021 Regular Council Meeting;

That Council directs staff to prepare the necessary by-law, to amend Section 4.5, Appendix 3 and Appendix 4 of By-law 2013-051, being a by-law to regulate

the keeping of animals and the registration of dogs and cats within the City, for Council's consideration of First and Second Readings at the August 10, 2021 Regular Council Meeting; and

That Council directs staff to submit the short-term wording and set fines to the Ministry of the Attorney General and the Regional Senior Justice of the Ontario Court of Justice respectively prior to Final Reading of the By-law.

**h) Memo No. 014-2021-PW – Battery Collection Agreement – Call2Recycle**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 014-2021-PW; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Call2Recycle for the battery collection, for consideration at the August 10, 2021 Regular Council meeting.

**i) Memo No. 015-2021-PW – Investing in Canada Infrastructure Program (ICIP) – Green Stream 2nd Intake**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

That Council directs staff to submit an application to the second intake of the ICIP Green Stream funding for the refurbishment of the filters with associated piping and appurtenances at the Haileybury Water Treatment Plant, and to engage EXP for the preparation of the application.

**j) Administrative Report No. RS-017-2021 – Lions Club Tennis Court Tender Award**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-017-2021;

That Council directs staff to prepare the necessary by-law to enter into an agreement with Bourassa Sport Technologie Inc, for the repair and resurfacing of the New Liskeard Lions Tennis Courts, in the amount of \$98,500 plus applicable taxes, for consideration at the August 10, 2021 Regular Council Meeting; and

That Council approves the reallocation of \$30,250 from the Don Shepherdson Memorial Arena Accessibility Capital Project, which will be unspent this year, to the Tennis Court Resurfacing Capital Project.

**16. By-laws**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that:

By-law No. 2021-113 Being a by-law to appoint a Chief Building Official - Michael Pilon (Repeals 2021-044)

By-law No. 2021-114 Being a by-law to amend By-law No. 2019-001 (Appointment of Council Representatives to various Boards & Committees- Climate Change Committee)

By-law No. 2021-115 Being a by-law to amend By-law No. 2019-018 (Appointment of Community Representatives to various Boards and Committees - BIA and Climate Change Committees)

By-law No. 2021-116 Being a by-law to authorize the execution of the Transfer Payment Agreement for the Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream – Local Government Intake Between Her Majesty the Queen in Right of the Province of Ontario Represented by the Minister of Infrastructure for the Province

of Ontario and the Corporation of the City of Temiskaming Shores

- By-law No. 2021-117 Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision - 91 Station Street
- By-law No. 2021-118 Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision - 441 Lawlor Street
- By-law No. 2021-119 Being a by-law to authorize the execution of a Site Plan Control Agreement with In & Out Truck Wash for 437025 Hawn Drive
- 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 (**First and Second Reading Only**)
- By-law No. 2021-121 Being a by-law to establish and regulate the use of Off-Leash Dog Parks in the City of Temiskaming Shores
- By-law No. 2021-122 Being a by-law to enter into an agreement with Call2Recycle Canada, Inc. for the acceptance of recycled single-use and rechargeable batteries collected within Temiskaming Shores
- By-law No. 2021-123 Being a by-law to enter into an agreement with Bourassa Sport Technologie Inc. for the Lions Tennis Court Resurfacing Project

be hereby introduced and given first and second reading.

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that:

- |                      |                          |
|----------------------|--------------------------|
| By-law No. 2021-113; | By-law No. 2021-118;     |
| By-law No. 2021-114; | By-law No. 2021-119;     |
| By-law No. 2021-115; | By-law No. 2021-121;     |
| By-law No. 2021-116; | By-law No. 2021-122; and |
| By-law No. 2021-117; | By-law No. 2021-123;     |

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

**17. Schedule of Council Meetings**

- a) Regular – Tuesday, September 7, 2021 at 6:00 p.m.
- b) Regular – Tuesday, September 21, 2021 at 6:00 p.m.

**18. Question and Answer Period**

**19. Closed Session**

**20. Confirming By-law**

Draft Resolution

Moved by: Councillor  
Seconded by: Councillor

Be it resolved that By-law No. 2021-124 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Committee of the Whole meeting held on **August 10, 2021**, and for its Regular meeting held on **August 10, 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. 2021-124 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**21. Adjournment**

Draft Resolution

Moved by: Councillor  
Seconded by: Councillor

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



**The Corporation of the City of Temiskaming Shores**  
**Regular Meeting of Council**  
**Tuesday, July 13, 2021 – 6:00 p.m.**  
**City Hall – Council Chambers – 325 Farr Drive**

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**Minutes**

**1. Call to Order**

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

**2. Roll Call**

Council: Deputy Mayor Jeff Laferriere; Councillors Jesse Foley, Patricia Hewitt, Doug Jelly, and Mike McArthur

Present: Logan Belanger, 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  
Jennifer Pye, Planner

Regrets: Mayor Carman Kidd  
Councillor Danny Whalen

Members of the Public: 9

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

The Clerk received a Delegation Request and a letter related to agenda item 15 b) Memo No. 025-2021-CS – Sidewalk Patios – By-law 2021-076 Amendment, beyond the deadline for agenda submissions.

Resolution No. 2021-286

Moved by: Councillor Foley

Seconded by: Councillor Jelly

Whereas Section 36.5 (b) of Procedural By-law No. 2008-160, as amended states should an item deemed to be time sensitive need to be added to the Agenda without advance public notice such as during the “Review of Revisions or Deletions to the Agenda”, Council shall vote to allow such item(s) to be added to the Agenda, and shall require a majority vote of the members present and voting.

Now therefore Council for the City of Temiskaming Shores in accordance with Section 36.5 (b) hereby allows the addition of:

- Item 9 c) Ms. Penny Durrant, Chair of the New Liskeard Business Improvement Area Board of Management and Owner of The Pantry Bulk Foods/ The Market Eatery

**Re:** Sidewalk Patios

- Item 10 m) Lois Weston-Bernstein, Business Manager – Temiskaming Shores and Area Chamber of Commerce

**Re:** Concerns from the Temiskaming Shores Accessibility Advisory Committee Regarding By-law 2021-076 Possible Amendment

**Reference:** Received for Information

to be added to the Agenda.

**Carried**

**4. Approval of Agenda**

Resolution No. 2021-287

Moved by: Councillor Foley

Seconded by: Councillor Hewitt

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

**Carried**

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

Councillor Laferriere declared a Conflict of Pecuniary Interest related to **Section 16 – By-laws, By-law No. 2021-104 (Amendment to Occupation of Land Agreement - L'Autochtone Outdoor Patio) and By-law No. 2021-105 (Amendment to Occupation of Land Agreement - Whiskeyjack Beer Company Ltd. Outdoor Patio)**, as his son owns and operates Zante's Bar and Grill.

Councillor Foley declared a Conflict of Pecuniary Interest related to **Section 19 – Closed Session, Item c) related to the Treasurer Appointment**, as he works with the spouse of an applicant.

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

*Resolution No. 2021-288*

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

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

- a) Regular meeting of Council – June 15, 2021; and
- b) Special meeting of Council – June 29, 2021.

**Carried**

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

None

**8. Question and Answer Period**

None

**9. Presentations / Delegations**

- a) Mark Wilson, Resident

**Re:** A Case for Slower Posted or Default Speeds and Lane Reductions

Mr. Wilson reviewed a PowerPoint Presentation regarding lowering speed limits to 30 km/hr in residential areas and on main downtown areas in New Liskeard and in Haileybury, as well as presented a case for lane reductions. Mr. Wilson commented that lowering speed limits make streets more livable, reduces severity of crashes, saves lives, reduces noise, etc., and that it is part of a Safe Systems approach that make City roads more forgiving, and contributes to changing the culture of speed. As the City's residential areas are small and the distance to arterial roads are short, default 30 km speed limits would have very little effect on travel times for drivers. Mr. Wilson discussed Safe System design changes and traffic calming measures, such as using paint or curb extensions, and raised intersections. Lastly, Mr. Wilson commented that there is a need for more crosswalks to access the City's waterfront areas in New Liskeard and Haileybury.

Councillor McArthur thanked Mr. Wilson for his presentation and believed this information was a good starting point, consultation would be required with the public, and transit impacts would also need to be investigated.

Councillor Jelly commented that speeds on City roads have been discussed at various Committees, and believes a review of traffic patterns may be required. Councillor Jelly also commented on the recommendation for eliminating lanes, and noted that there may be opportunities for creating bus lanes, so transit vehicles are not impeding traffic. Further conversation is required.

Councillor Hewitt is supportive of the presentation, and creating a safer road network.

- b) Jean-Pierre Rivet, Chairman - 100th Anniversary of the Haileybury Golf Club Committee

**Re:** 100th Anniversary of the Haileybury Golf Club

Mr. Rivet commented that the Haileybury Golf Club formed an anniversary committee, and he began to chronicle the past stories of the club and its place within the town. Mr. Rivet presented a copy of the book, titled "Haileybury Golf Club – A Century of Memories" to Deputy Mayor Laferriere. The Book highlights the individuals that spearheaded the building of the course and what it has meant to the town for the past 100 years, as well as includes many historic photos.

Councillor Jelly thanked Mr. Rivet for his volunteerism, and Councillor McArthur thanked Mr. Rivet for keeping the history and the memories of the Haileybury Golf Club alive.

Councillor Foley inquired if the anniversary events has been rescheduled. Mr. Rivet announced that the events have been postponed until 2022.

Councillor Hewitt commented that she is pleased to see history supported and celebrated among all members who helped establish the City.

Deputy Mayor Laferriere thanked all the volunteers for their efforts and for keeping the course in a great condition.

- c) Penny Durrant, Chair of the New Liskeard Business Improvement Area Board (BIA) of Management and Owner of The Pantry Bulk Foods/ The Market Eatery

**Re:** Sidewalk Patios

Mrs. Penny Durrant reviewed the 15 proposed changes to the Sidewalk Patio lease agreement by-law, and provided comments based on the New Liskeard Business Improvement Area's research of similar programs in other municipalities across Canada. Mrs. Durrant commented that the pedestrian bump-outs, and the associated policy met or exceeded all provincial codes and guidelines for accessibility. The BIA researched the bump-outs, to ensure the structures were accessible, and to create a visually appealing and welcoming impact in the downtown core, as well as to encourage people to stop, shop and stay in the downtown area.

Councillor McArthur recommended deferring the matter to collectively review with the BIA as well as with the Temiskaming Shores Accessibility Advisory Committee (TSACC).

Deputy Mayor Laferriere commented that the pandemic has significantly impacted small businesses, and this is an area where these businesses can be supported.

## 10. Communications

- a) Ontario Ombudsman

**Re:** Annual Report 2020-2021

**Reference:** Received for Information

**Note:** Councillor McArthur noted that there may be additional clarification released regarding comments in the report related to Public Health Units.

- b) Accessibility Standards Canada  
**Re:** Annual Report 2020-2021  
**Reference:** Received for Information
  
- c) Bonnie Nistico-Dunk, City Clerk – St. Catharines  
**Re:** Lyme Disease Awareness Month, 2021-06-11  
**Reference:** Received for Information  
**Note:** Councillor Jelly requested the item be returned for Council Consideration
  
- d) Lyne Labelle, Housing Services Manager - District of Timiskaming Social Services Administrative Board (DTSSAB)  
**Re:** Housing and Homelessness Services – Working Group Request, 2021-06-14  
**Reference:** Received for Information  
**Note:** Councillor Hewitt requested a presentation regarding the Request
  
- e) Ryan Doyle, Canadian Author  
**Re:** Bullying Elimination Week Proclamation for the week of May 23rd- 30th 2022, 2021-06-21  
**Reference:** Received for Information  
**Note:** Councillor Jelly requested the item be returned for Council Consideration
  
- f) John Vanthof, MPP – Timiskaming - Cochrane  
**Re:** Ontario Northland Letter, 2021-06-22  
**Reference:** Received for Information

- g) Virginia Montminy, Clerk - Township of Ewanturel

**Re:** Town of Englehart Request to NorthernTel/ Bell Canada Inc. - Improved Broadband Internet, 2021-06-25

**Reference:** Received for Information

- h) Tammy Godden, Clerk - Municipality of St. Charles

**Re:** Support Resolution - Municipal Land Transfer Tax, 2021-06-28

**Reference:** Received for Information

- i) The Regional Municipality of York

**Re:** Report of the Regional Solicitor - Court Services Annual Report 2020

**Reference:** Referred to the Treasurer (Provincial Offences Office)

**Note:** Councillor Jelly recommended the report be returned for discussion

- j) Ms. Gayle McNaughton, Gem Sewing

**Re:** Road Closure Request of Whitewood Avenue East for Vendor Sale

**Reference:** Motion presented under New Business

- k) Mr. Richard Benoit, President and Mr. Roger Robinson, Vice-President, cimetièrre catholique de Haileybury

**Re:** Transit Route Request

**Reference:** Referred to the Temiskaming Transit Committee

- l) Sylvia Jones, Solicitor General - Office of the Solicitor General

**Re:** Fire Marshal's Communique - Responding to Animals Left in Motor Vehicles Training E-Module

**Reference:** Received for Information

- m) Lois Weston-Bernstein, Business Manager – Temiskaming Shores and Area Chamber of Commerce

**Re:** Concerns from the Temiskaming Shores Accessibility Advisory Committee Regarding By-law 2021-076, 2021-07-13

**Reference:** Received for Information

Resolution No. 2021-289

Moved by: Councillor Foley

Seconded by: Councillor Jelly

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

**Carried**

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

Resolution No. 2021-290

Moved by: Councillor Foley

Seconded by: Councillor Hewitt

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

- a) Minutes of the New Liskeard Business Improvement Area Board of Management meetings held on April 12, 2021; May 10, 2021; May 13, 2021; and June 7, 2021;
- b) Minutes of the Committee of Adjustment meeting held on May 26, 2021;
- c) Minutes of the District of Timiskaming Social Services Administration Board meeting held on March 24, 2021; April 28, 2021; and May 19, 2021;
- d) Minutes of the Temiskaming Shores Public Library Board meeting held on May 26, 2021; and
- e) Minutes of the Temiskaming Transit Committee meeting held on June 15, 2021.

**Carried**

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

Resolution No. 2021-291

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

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

- a) Minutes of the Building Maintenance Committee meeting held on June 16, 2021;
- b) Minutes of the Corporate Services Committee meeting held on June 16, 2021;
- c) Minutes of the Protection to Persons and Property Committee meeting held on June 16, 2021;
- d) Minutes of the Public Works Committee meeting held on June 16, 2021; and
- e) Minutes of the Recreation Committee meeting held on June 14, 2021.

**Carried**

**13. Reports by Members of Council**

None

**14. Notice of Motions**

None

**15. New Business**

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

Resolution No. 2021-292

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 June 2021 Year-to-Date Capital Financial Report for information purposes.

**Carried**

**b) Memo No. 025-2021-CS – Sidewalk Patios – By-law 2021-076 Amendment**

Resolution No. 2021-293

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 025-2021-CS; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2021-076 (Outdoor Patio Policy) in order to maintain the sidewalks for pedestrian use and the wooden bump-outs for patios purposes in accordance with the recommendations by the Temiskaming Shores Accessibility Advisory Committee, for consideration at the July 13, 2021 Regular Council meeting.

**Deferred**

**MOTION TO DEFER**

Resolution No. 2021-294

Moved by: Councillor Jelly

Seconded by: Councillor Hewitt

Be it resolved that Council for the City of Temiskaming Shores defers Memo No. 025-2021-CS; and

That Council encourages the New Liskeard Business Improvement Area Board of Management and the Temiskaming Shores Accessibility Advisory Committee to meet and discuss the sidewalk patio matter, and prepare a joint recommendation for Council's consideration.

**Carried**

**c) Administrative Report No. CS-030-2021 – ZBA-2021-04 & 05: 495 & 497 Ferguson Avenue**

Resolution No. 2021-295

Moved by: Councillor Foley

Seconded by: Councillor Hewitt

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-030-2021;

That Council agrees to amend the provisions of the City of Temiskaming Shores Zoning By-law 2017-154 to permit a maximum of 26 dwelling units in the High-Density Residential Exception 14 (R4-14) Zone; and

That Council directs staff to prepare the necessary by-law to amend the City of Temiskaming Shores Zoning By-law 2017-154 for consideration at the July 13, 2021 Regular Council meeting.

**Carried**

**d) Administrative Report No. CS-031-2021 – Tench-MacDiarmid Insurance Brokers Ltd. Premium Summary**

Resolution No. 2021-296

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-031-2021; and

That Council for the City of Temiskaming Shores directs staff to prepare the necessary by-law to enter into an agreement with BFL Canada Ltd. brokered by Tench-MacDiarmid Insurance Brokers Ltd. for Municipal Insurance and Risk Management Services for a premium of \$594,031 plus applicable taxes to be presented for consideration at the July 13, 2021 Regular Council Meeting.

**Carried**

**e) Administrative Report No. PPP-003-2021 – Appointment of Volunteer Firefighter**

Resolution No. 2021-297

Moved by: Councillor Foley

Seconded by: Councillor Hewitt

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PPP-003-2021; and

That Council hereby appoints Hayden Fiset as a Volunteer Firefighters to the Temiskaming Shores Fire Department in accordance with the *Recruitment and Retention Program*.

**Carried**

**f) Memo No. 013-2021-PW – Grant Drive Extension – 2022 Capital Budget**

Resolution No. 2021-298

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 013-2021-PW;

That Council hereby supports the cost sharing proposal between the City of Temiskaming Shores and the Ministry of Transportation for the design and construction of turning lanes onto the Grant Drive extension; and

That Council directs staff to include the construction of the Grant Drive Extension, estimated at \$1,315,500 plus the 50% cost of the turning lane construction, within the 2022 Capital Budget.

**Carried**

**g) Administrative Report No. PW-020-2021 – Amendment to Water Works System By-law No. 2016-083**

Resolution No. 2021-299

Moved by: Councillor Hewitt

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-020-2021; and

That Council directs staff to prepare the necessary by-law to amend Section 5 – Water Rates and Meters in By-law No. 2016-083, to regulate the management and operation of the Water Works Systems in the City of Temiskaming Shores, for consideration at the July 13, 2021 Regular Council meeting.

**Carried**

**h) Memo No. 009-2021-RS –2021-22 Seniors Community Grant Program**

Resolution No. 2021-300

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

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

That Council approves the submission of a funding application to the Seniors Community Grant Program, funded by the Province of Ontario, in the amount of \$25,000.

**Carried**

**i) Administrative Report No. RS-013-2021 – Temiskaming Shores Climate Change Committee**

Resolution No. 2021-301

Moved by: Councillor Foley  
Seconded by: Councillor Hewitt

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

That Council directs staff to prepare the necessary by-law to adopt the Terms of Reference for the Temiskaming Shores Climate Change (Ad-Hoc) Committee for consideration at the July 13, 2021 Regular Council Meeting.

**Carried**

**j) Administrative Report No. RS-014-2021 – Don Shepherdson Memorial Arena Accessibility Project**

Resolution No. 2021-302

Moved by: Councillor McArthur  
Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-014-2021;

That Council cancels the procurement process for RS-RFT-001-2021;

That Council acknowledges the submission of the Phase One application to FedNor and the Canada Community Revitalization Fund for the Don Shepherdson Memorial Arena Accessibility Project; and

That Council directs staff to submit a Phase Two application to FedNor in the amount of \$1,000,000 for the Don Shepherdson Memorial Arena Accessibility Project.

**Carried**

**k) Administrative Report No. RS-015-2021 – Tender Award STATO – Farr Drive Extension**

Resolution No. 2021-303

Moved by: Councillor Foley  
Seconded by: Councillor Hewitt

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-015-2021;

That Council directs staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the construction of an extension of the STATO Trail from City Hall on Farr Drive to Albert Street, in the amount of \$167,880 plus applicable taxes, for consideration at the July 13, 2021 Regular Council meeting; and

That Council agrees to reallocate \$70,834 from the Don Shepherdson Memorial Arena Accessibility Capital Project, to the STATO Trail – Farr Drive Extension.

**Carried**

**l) Gem Sewing Temporary Road Closure Request**

Resolution No. 2021-304

Moved by: Councillor Hewitt  
Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores refers the Gem Sewing Temporary Road Closure Request for a vendor sale on August 28, 2021 to the Business Improvement Area Board of Management.

**Carried**

**16. By-laws**

*Councillor Laferriere disclosed a pecuniary interest with By-law No. 2021-104 and By-law No. 2021-105, and did not participate in the discussion of the subject matter nor did he vote on Resolution No. 2021-306 and Resolution No. 2021-307.*

Resolution No. 2021-305

Moved by: Councillor Jelly  
Seconded by: Councillor McArthur

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

**Carried**

Resolution No. 2021-306

Moved by: Councillor Jelly  
Seconded by: Councillor McArthur

Be it resolved that:

By-law No. 2021-104 Being a by-law to amend By-law No. 2019-119 (Occupation of Land Agreement with Nancy E. Cassidy and Gerald J. Brandon – L'Autochtone Outdoor Patio)

By-law No. 2021-105 Being a by-law to amend By-law No. 2020-065 (Occupation of Land Agreement with Marc Andre Therrien and Luc Johnson – Whiskeyjack Beer Company Ltd. Outdoor Patio)

be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2021-307

Moved by: Councillor Jelly  
Seconded by: Councillor McArthur

Be it resolved that:

By-law No. 2021-104; and  
By-law No. 2021-105;

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

**Carried**

Resolution No. 2021-308

Moved by: Councillor McArthur  
Seconded by: Councillor Jelly

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

**Carried**

Resolution No. 2021-309

Moved by: Councillor Hewitt

Seconded by: Councillor Jelly

Be it resolved that:

By-law No. 2021-107 Being a By-law to amend By-law No. 2017-154 to amend the provisions of the High-Density Residential Exception 14 (R4-14) Zone to allow a maximum of 26 residential units between the two buildings

By-law No. 2021-108 Being a by-law to enter into an agreement to provide Municipal Insurance and Risk Management Services with BFL Canada Ltd. brokered by Tench-MacDiarmid Insurance Brokers Ltd.

By-law No. 2021-109 Being a by-law to amend By-law No. 2016-083 (Regulate the Management and Operation of the Water Works System in the City of Temiskaming Shores)

By-law No. 2021-110 Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the construction of an extension of the STATO Trail from City Hall on Farr Drive to Albert Street

By-law No. 2021-111 Being a by-law to adopt Terms of Reference for the Temiskaming Shores (Ad Hoc) Climate Change Committee

be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2021-310

Moved by: Councillor Jelly

Seconded by: Councillor Hewitt

Be it resolved that:

By-law No. 2021-107;  
By-law No. 2021-108;  
By-law No. 2021-109;  
By-law No. 2021-110; and  
By-law No. 2021-111;

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, August 10, 2021 at 6:00 p.m.
- b) Regular – Tuesday, September 7, 2021 at 6:00 p.m.

**18. Question and Answer Period**

None

**19. Closed Session**

Resolution No. 2021-311

Moved by: Councillor Foley

Seconded by: Councillor McArthur

Be it resolved that Council agrees to convene in Closed Session at 7:31 p.m. to discuss the following matters:

- a) Adoption of the April 20, 2021 – Closed Session Minutes;
- b) Section 239(2)(b) of the Municipal Act, 2001 – Personal matter (identifiable individual) – Temiskaming Shores (Ad Hoc) Climate Change Committee Member Appointments; and
- c) Section 239(2)(b) of the Municipal Act, 2001 – Personal matter (identifiable individual) – Treasurer Appointment.

**Carried**

Resolution No. 2021-312

Moved by: Councillor Hewitt

Seconded by: Councillor McArthur

Be it resolved that Council agrees to rise with report from Closed Session at 8:03 p.m.

**Carried**

**Matters from Closed Session**

**Adoption of the April 20, 2021 Closed Session Minutes**

**Resolution No. 2021-313**

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

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

- a) Closed Session Minutes from the Regular meeting of Council – April 20, 2021.

**Carried**

**Under Section 239(2)(b) of the Municipal Act, 2001 – Personal matter (identifiable individual) – Temiskaming Shores (Ad Hoc) Climate Change Committee Member Appointments**

Staff provided Council with an update, and Council provided staff with direction.

**Resolution No. 2021-314**

Moved by: Councillor Jelly

Seconded by: Councillor Hewitt

Be it resolved that Council directs staff to prepare the necessary by-law to appoint the following individuals to the Temiskaming Shores Climate Change (Ad-Hoc) Committee for consideration at the August 10, 2021 Regular Council Meeting:

- Paul Cobb (Climate Action Temiskaming);
- Maria McLean (Timiskaming Health Unit);
- Jamie Dabner (Public Appointee);
- Mayor Carman Kidd;
- Councillor Hewitt; and
- Councillor Foley.

**Carried**

**Under Section 239(2)(b) of the Municipal Act, 2001 – Personal matter (identifiable individual) – Treasurer Appointment.**

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

Staff provided Council with an update, and Council provided staff with direction.

**20. Confirming By-law**

Resolution No. 2021-315

Moved by: Councillor Hewitt

Seconded by: Councillor Jelly

Be it resolved that By-law No. 2021-112 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Special meeting held on **June 29, 2021**, and for its Regular meeting held on **July 13, 2021** be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2021-316

Moved by: Councillor Hewitt

Seconded by: Councillor McArthur

Be it resolved that By-law No. 2021-112 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**Carried**

**21. Adjournment**

Resolution No. 2021-317

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that Council hereby adjourns its meeting at 8:08 p.m.

**Carried**

# Notes for Logan Belanger re: Council Meeting

## Purpose of Presentation:

To have municipal council members overturn the transit committees decision to change bus routes that now include portions of Meridian Ave. and Morissette Dr.

---

- Make up of committee
- Background on route change
- Disadvantages this route change has caused
- Potential safety issues
- Closing comments and recommendations

## Questions of council



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

July 12, 2021

Right Honourable Justin Trudeau  
Prime Minister of Canada  
Office of the Prime Minister  
80 Wellington Street  
Ottawa ON K1A 0A2

Dear Prime Minister Trudeau:

This is to advise that City Council, at a meeting held on Monday June 28, 2021, passed the following resolution with respect to the rising cost of building materials:

“WHEREAS the prices for construction materials have seen dramatic increases during the pandemic; and,

WHEREAS reports by Statistics Canada noted that the price of lumber increased by 68 percent between March 2020 and March 2021, while fabricated metal products and construction material rose by 9 percent; and,

WHEREAS the Province of Ontario has seen an accelerated overall increase in demands for construction; and,

WHEREAS the Province of Ontario has deemed residential construction as essential activity during province-wide emergency declarations and stay-at-home orders; and,

WHEREAS Kitchener City Council considers it a matter of public interest as the increase in rates and demand could result in unsustainable costs on the local construction industry;

THEREFORE BE IT RESOLVED the City of Kitchener advocate to the Federal and Provincial Governments to review actions that could be taken to help mitigate or offset the impacts related to the rising cost of building materials; and;

THEREFORE BE IT FINALLY RESOLVED that a copy of this resolution be forwarded to the Right Honourable Justin Trudeau; Honourable Doug Ford,

Premier Ontario; Honourable Peter Bethlenfalvy, Minister of Finance; Honourable Hon. Victor Fedeli, Minister of Economic Development, Steve Clark, Minister of Municipal Affairs; Job Creation and Trade; local MP's and MPP's, to the Federation of Canadian Municipalities, Association of Municipalities of Ontario, and all other municipalities in Ontario.”

Yours truly,

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

C. Tarling  
Director of Legislated Services  
& City Clerk

c: Hon. Premiere Doug Ford  
Hon. Minister Peter Bethlenfalvy  
Hon. Minister Victor Fedeli  
Hon. Minister Steve Clark  
Federation of Canadian Municipalities  
Association of Municipalities of Ontario (AMO)  
Ontario Municipalities



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

July 12, 2021

Right Honourable Justin Trudeau  
Prime Minister of Canada  
Office of the Prime Minister  
80 Wellington Street  
Ottawa ON K1A 0A2

Dear Prime Minister Trudeau:

This is to advise that City Council, at a meeting held on Monday June 28, 2021, passed the following resolution with respect to Motion M-84 Anti-Hate Crimes and Incidents and private member's bill Bill-C 313 Banning Symbols of Hate Act:

"WHEREAS racism and hate crimes in Kitchener have been on the rise since the start of the global pandemic; and,

WHEREAS the City of Kitchener continues to seek opportunities to dismantle systemic racism; and,

WHEREAS the City's Strategic Plan has identified Caring Community as a priority, and the proposed motion M-84 Anti-hate crimes and incidents and private member's bill Bill-C 313 Banning Symbols of Hate Act supports several of the bodies of work currently being moved forward under this strategic goal; and,

WHEREAS MP Peter Julian's motion M-84 Anti-hate crimes and incidents and private member's bill Bill-C 313 Banning Symbols of Hate Act is an opportunity to make all Canadians feel safer in the communities that they live;

THEREFORE IT BE RESOLVED that the City of Kitchener endorses MP Peter Julian's private member's motion, Motion M-84 Anti-Hate Crimes and Incidents and his private member's bill Bill-C 313 Banning Symbols of Hate Act; and,

THEREFORE BE IT FURTHER RESOLVED that a copy of this resolution be sent to the Right Honourable Justin Trudeau, Minister of Municipal Affairs Steve Clark, Minister of Citizenship and Multiculturalism Parm Gill, to the local

MP's and MPP's, to the Federation of Canadian Municipalities, to the Association of Municipalities Ontario, and all other municipalities in Ontario.”

Yours truly,



C. Tarling  
Director of Legislated Services  
& City Clerk

c: Hon. Minister Steve Clark  
Hon. Minister Parm Gill  
Mike Harris (Kitchener Conestoga), MPP  
Amy Fee (Kitchener South-Hespeler), MPP  
Laura Mae Lindo (Kitchener Centre), MPP  
Catherine Fife (Waterloo), MPP  
Raj Saini (Kitchener Centre), MP  
Tim Louis (Kitchener Conestoga), MP  
Bardish Chagger (Waterloo), MP  
Marwan Tabbara (Kitchener South-Hespeler), MP  
Association of Municipalities of Ontario (AMO)  
Ontario Municipalities



# The Corporation of the Township of Chapple

P.O. Box 4, Barwick, Ontario P0W 1A0 CANADA

Phone: (807) 487-2354  
www.chapple.on.ca

Fax: (807) 487-2406  
chapple@tbaytel.net

July 13, 2021

Hon. Ernie Hardeman  
Minister of Agriculture, Food and Rural Affairs  
77 Grenville Street, 11<sup>th</sup> Floor  
Toronto, Ontario  
M5S 1B3

Email: [minister.omafra@ontario.ca](mailto:minister.omafra@ontario.ca)

Dear Minister Hardeman:

Please be advised that the following resolution was duly approved and passed at the regular meeting of Council for the Corporation of the Township of Chapple on July 13, 2021:

***BEING AS conditions in the Rainy River District include drought, late hard frosts, grasshoppers, and grass eating insects; and***

***BEING AS, with current conditions, animal fodder is drying up or being eaten up with quantities being down to 25% of a normal year; and***

***BEING AS farmers are faced with having to sell off 50% or more of breeding live stock;***

***THEREFORE, the Township of Chapple requests the province and the Ministry of Agriculture, Food and Rural Affairs to provide a disaster relief plan; and***

***FURTHER , that copies of this resolution be forwarded to the Premier of Ontario, Hon Doug Ford, the Minister of Agriculture, Food and Rural Affairs, Hon Ernie Hardeman, Greg Rickford, MPP, Marcus Powlowski, MP and all Ontario municipalities.***

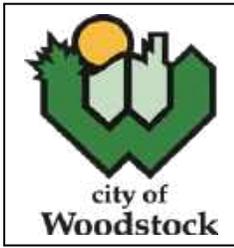
We would respectfully request your consideration to these unprecedented events and the devastating impact to the agricultural industry within the Rainy River District.

Sincerely,

A handwritten signature in cursive script that reads "Peggy Johnson".

Peggy Johnson, CMO  
CAO/Clerk Treasurer

cc. Premier of Ontario  
Greg Rickford, MPP  
Marcus Powlowski, MP  
All Ontario Municipalities



Office of the City Clerk  
Woodstock City Hall  
P.O. Box 1539  
500 Dundas Street  
Woodstock, ON  
N4S 0A7  
Telephone (519) 539-1291

July 16, 2021

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

Via email [premier@ontario.ca](mailto:premier@ontario.ca)

At the regular meeting of Woodstock City Council held on July 15, 2021, the following resolution was passed:

“WHEREAS the current affordable housing crisis in Canada and the quality of life implications caused by addiction, drug and opioid use, and mental health issues are impacting communities in Canada and around the world;

AND WHEREAS citizens in many communities are alarmed by the increase in homelessness, needles discarded in public spaces, visible signs of illegal activities, and are disillusioned with the justice system response;

AND WHEREAS policing and the justice system is not the solution to homelessness and addiction or an effective use of public funds;

AND WHEREAS Public health initiatives and programs aimed at addiction are provided by multiple Ministries and agencies and are clearly inadequate and new long-term solutions are required;

AND WHEREAS many of the programs and attempts from different agencies, government organizations, and Ministry service providers have created a disjointed delivery system;

NOW THEREFORE BE IT RESOLVED that Woodstock City Council calls on the Honourable Doug Ford, Premier of Ontario to bring together the Ministry of the Attorney General, the Ministry of Health, the Ministry of Municipal Affairs and Housing, and the Ministry of Children, Community and Social Services to immediately work together on both short and long term solutions, complete with funding, to take proper responsibility and action to address the affordable housing, homelessness, and addictions crisis;

AND FURTHER that this resolution be circulated to the Honourable Ernie Hardeman, Oxford MPP; the Association of Municipalities Ontario; and all Ontario municipalities.”

Yours Truly,



Alysha Dyjach, Deputy City Clerk

Cc via email:

- The Ministry of the Attorney General - [attorneygeneral@ontario.ca](mailto:attorneygeneral@ontario.ca)
- The Honourable Christine Elliott – Minister of Health - [christine.elliott@ontario.ca](mailto:christine.elliott@ontario.ca)
- The Honourable Steve Clark – Minister of Municipal Affairs and Housing - [steve.clark@pc.ola.org](mailto:steve.clark@pc.ola.org)
- The Honourable Merrilee Fullerton – Minister of Children, Community and Social Services – [MinisterMCCSS@ontario.ca](mailto:MinisterMCCSS@ontario.ca)
- The Honourable Ernie Hardeman, Oxford MPP - [ernie.hardemanco@pc.ola.org](mailto:ernie.hardemanco@pc.ola.org)
- Association of Municipalities Ontario – [amo@amo.on.ca](mailto:amo@amo.on.ca)
- All Ontario Municipalities



# THE CORPORATION OF THE TOWN OF COBOURG

The Corporation of the Town of Cobourg  
Legislative Services Department  
Victoria Hall  
55 King Street West  
Cobourg, ON K9A 2M2

**Brent Larmer**  
Municipal Clerk/  
Manager of Legislative Services  
Telephone: (905) 372-4301 Ext. 4401  
Email: [blarmer@cobourg.ca](mailto:blarmer@cobourg.ca)  
Fax: (905) 372-7558

Sent via E-Mail

Monday July 19, 2021

David Lametti  
6415 Monk Blvd.  
Montréal, Quebec  
H4E 3H8  
[David.Lametti@parl.gc.ca](mailto:David.Lametti@parl.gc.ca)

Dear David Lametti. Minister of Justice, Attorney General of Canada

## **Re: Resolution 272-21 – Support for Bill C-6 An Act to amend the Criminal Code (Conversion Therapy)**

---

Please be advised that the Municipal Council of the Corporation of the Town of Cobourg at its Regular Council meeting held on June 28, 2021 passed the following Resolution in regards to Councils support for Bill C-6 An Act to amend the Criminal Code (Conversion Therapy).

### **Resolution 272-21**

**WHEREAS** at the Committee of the Whole Meeting on June 21, 2021, Council considered a Memo from the Secretary of the Equity, Diversity and Inclusion Committee regarding support for Bill C-6 An Act to amend the Criminal Code (Conversion Therapy)

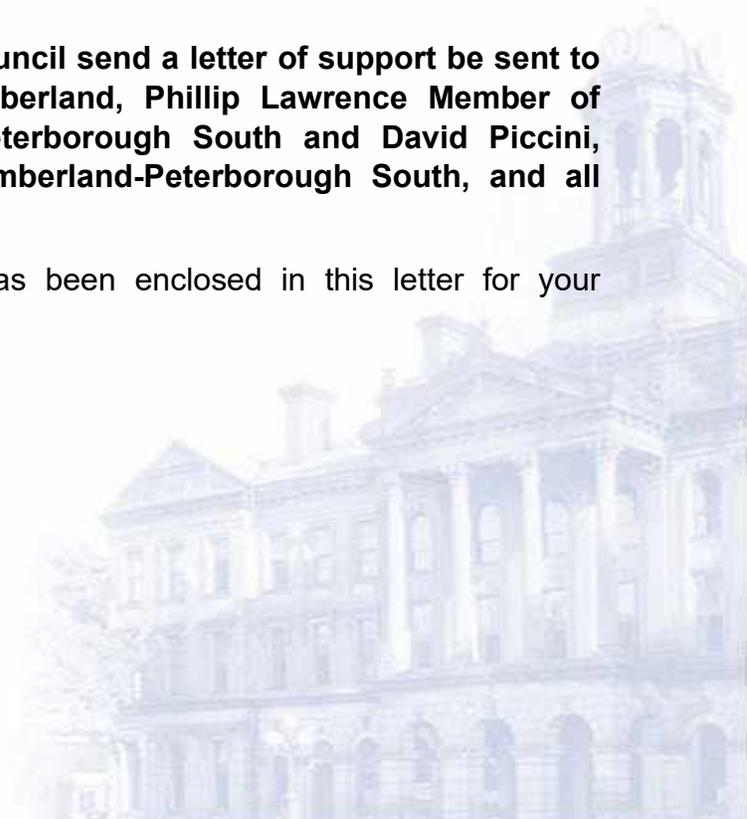
**NOW THEREFORE BE IT RESOLVED THAT** Council send a letter of support be sent to all municipalities in the County of Northumberland, Phillip Lawrence Member of Federal Parliament for Northumberland— Peterborough South and David Piccini, Member of Provincial Parliament for Northumberland-Peterborough South, and all other municipalities in Ontario.

The accompanying Council Resolution Sheet has been enclosed in this letter for your information.

Yours truly,

Brent Larmer  
Municipal Clerk/Manager of Legislative Services  
Legislative Services Department

Encl.  
*Resolution 272-21*





Moved By

NICOLE BEATTY

Resolution No.:

Last Name Printed

N. BEATTY

272-21

Seconded By

ADAM BUREAU

Council Date:

Last Name Printed

A. BUREAU

June 28, 2021

**WHEREAS** at the Committee of the Whole Meeting on June 21, 2021, Council considered a Memo from the Secretary of the Equity, Diversity and Inclusion Committee regarding support for Bill C-6 An Act to amend the Criminal Code (Conversion Therapy)

**NOW THEREFORE BE IT RESOLVED THAT** Council send a letter of support be sent to all municipalities in the County of Northumberland, Phillip Lawrence Member of Federal Parliament for Northumberland—Peterborough South and David Piccini, Member of Provincial Parliament for Northumberland-Peterborough South, and all other municipalities in Ontario.

	<b>THE CORPORATION OF THE TOWN OF COBOURG</b>
	<b>EQUITY, DIVERSITY, AND INCLUSION ADVISORY COMMITTEE</b>
TO:	Brent Larmer, Municipal Clerk/Manager of Legislative Services
FROM:	Jamie Kramer, Secretary
MEETING DATE:	Thursday, June 17, 2021
SUBJECT:	Motion to Support Bill C-6 An Act to amend the Criminal Code (Conversion Therapy)

The following Motion was adopted at the Thursday, June 17, 2021 Cobourg Equity Diversity and Inclusion Advisory Committee (EDIAC) Meeting:

Moved by Member Councillor Beatty

THAT the Equity Diversity and Inclusion Advisory Committee recommend Council write a letter of support to Justin Trudeau, Prime Minister of Canada and David Lametti the Minister of Justice and Attorney General and the Federal Government on behalf of Municipal Council in support of Bill C-6, being an act to amend the Criminal Code of Canada (Conversion Therapy) as it has been presented without any amendments; and

FURTHER THAT this motion and the letter of support be sent to all municipalities in the County of Northumberland, Phillip Lawrence Member of Federal Parliament for Northumberland—Peterborough South and David Piccini, Member of Provincial Parliament for Northumberland-Peterborough South, and all other municipalities in Ontario.

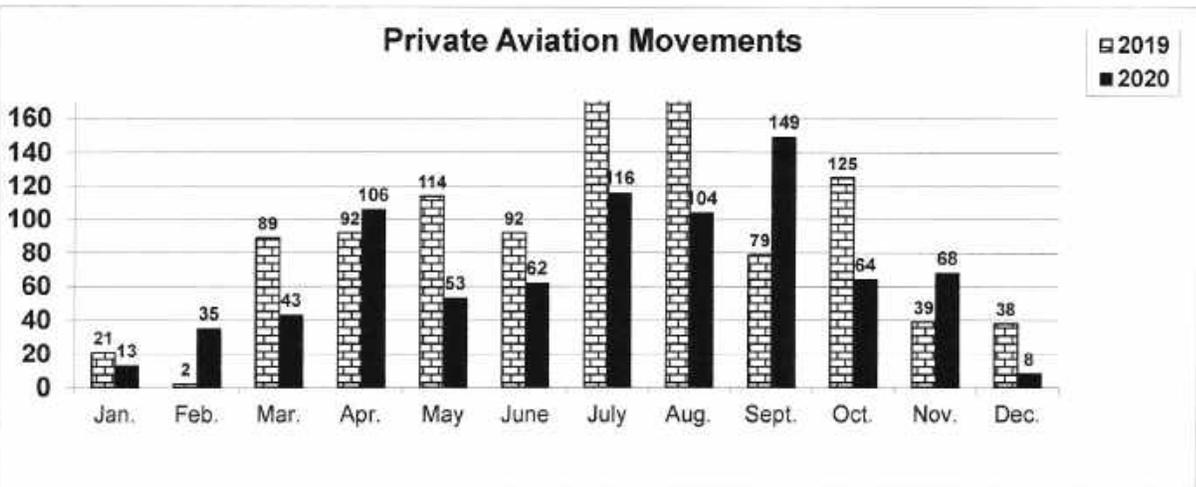
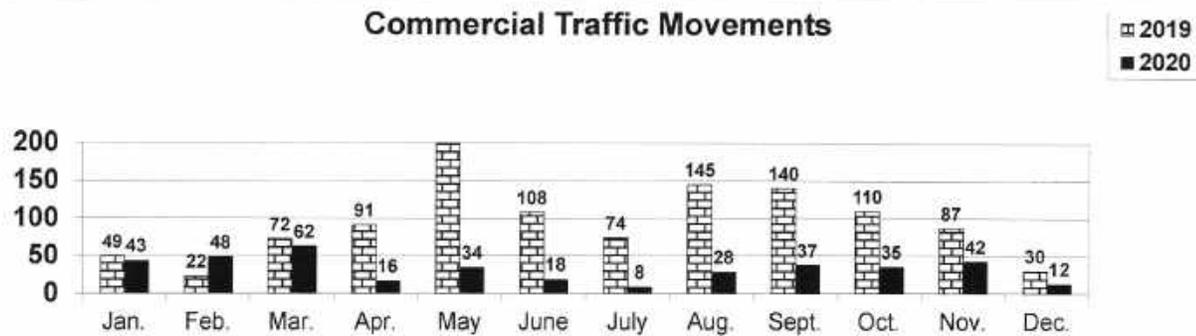
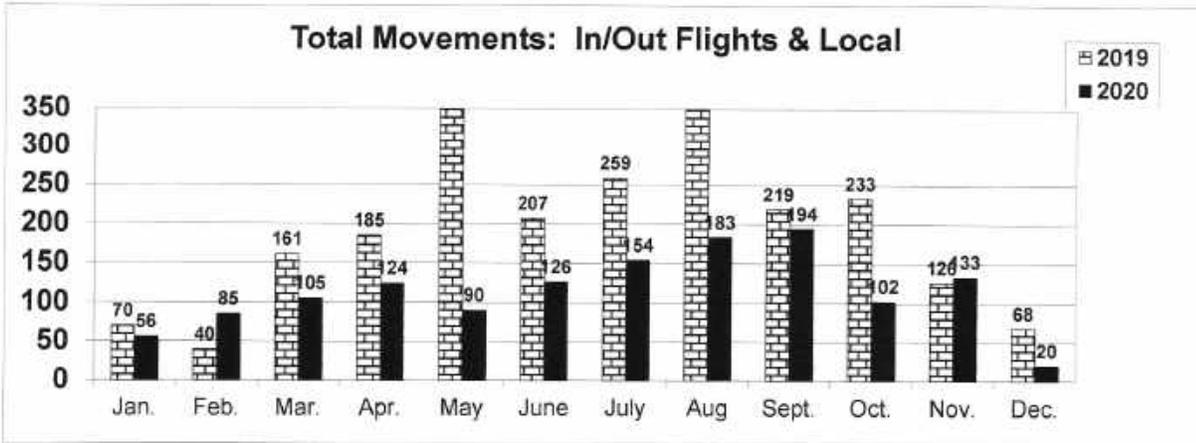
Carried

# EARLTON-TIMISKAMING REGIONAL AIRPORT DECEMBER 2020

<b><u>REVENUE</u></b>	<b><u>ACTUAL</u></b>	<b><u>YTD</u></b>
Fuel	\$1,462	\$134,220
Operations	\$15,119	\$302,547
	<hr/> \$16,581	<hr/> \$436,767
 <b><u>EXPENSES</u></b>		
Fuel	\$0	\$79,420
Operations	\$28,563	\$325,275
	<hr/> \$28,563	<hr/> \$404,695
 <b><u>NET PROFIT/LOSS</u></b>		
Fuel	\$1,462	\$54,800
Operations	-\$13,444	-\$22,728
Capital Expenses		
	<hr/> -\$11,982	<hr/> \$32,072
 <b><u>FUEL INVENTORY - JET A1</u></b>	 \$ 17,096	
<b><u>FUEL INVENTORY - AVGAS</u></b>	<b>\$ 12,280</b>	
<b><u>FUEL INVENTORY - DIESEL</u></b>	<b>\$ 3,554</b>	

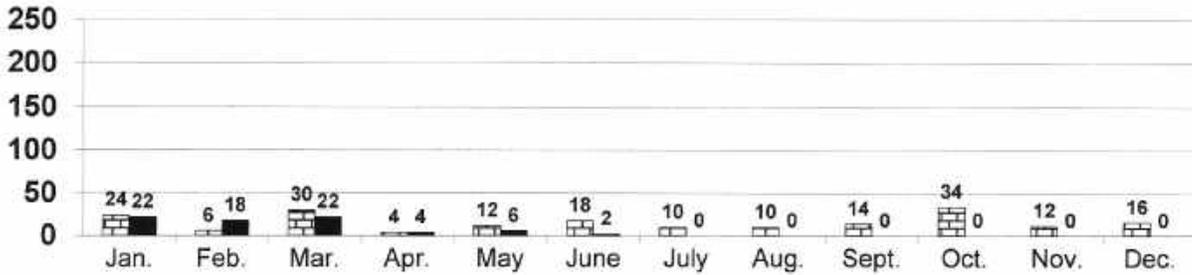
# ANNUAL AIRCRAFT MOVEMENTS

AS OF MAY 31, 2020



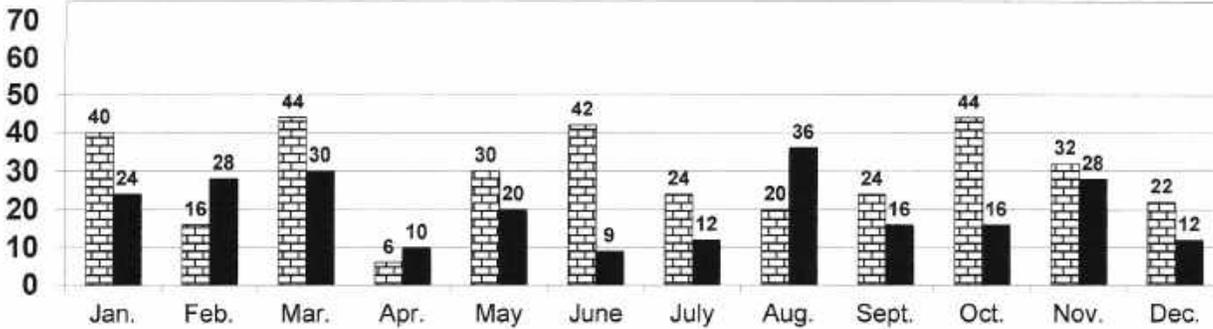
### Air Carriers Movements

▨ 2019  
■ 2020



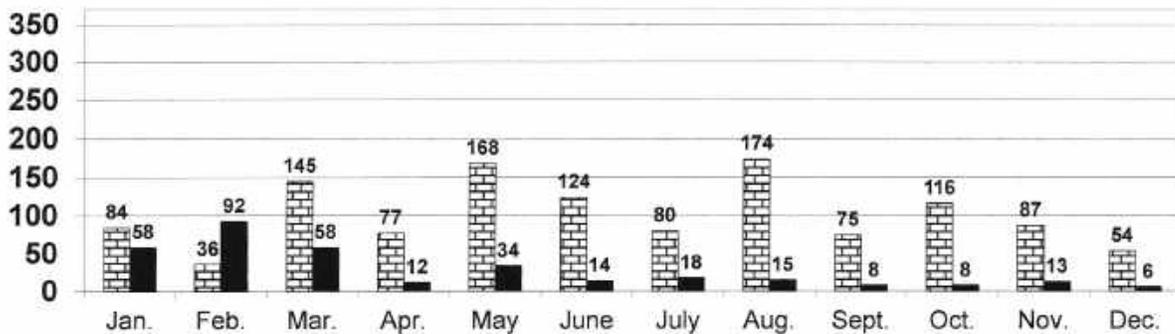
### Air Ambulance Movements

▨ 2019  
■ 2020



### # Pgrs. via Air Charter

▨ 2019  
■ 2020



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

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

**Donation**

Kerns	358	\$3,340	\$3,300.00
<b>Total Contributions</b>		<b>\$156,203</b>	<b>\$156,163</b>

As of December 31, 2020

## MANAGER'S REPORT DECEMBER 2020

**Projects:** On December 10<sup>th</sup> Koch completed the roofing work on the FEC. Overall the work looks good and a letter of thanks was sent to Norman Koch for that. In response we recently received a letter from Mr. Koch asking for us to extend his lease by 2 years (attached). It should be noted that since my starting with the ETRAA, June 1<sup>st</sup> 2020 I have sent roughly 8 emails asking when they planned on starting the work on both the FEC and shingle work on the Sand Shed with little to no clear answer on what his timelines would be. As it ended up he started on the Sand Shed November 5<sup>th</sup>, kind of late in the year, repaired the wood sub base and re-shingled. A week after a strong Westerly wind blew almost all the new shingles off the Sand Shed, in part that the cooler temperatures didn't allow for the glue on the new shingles to properly adhere. Airport Maintenance Staff put up a tarp and some large metal sheeting to cover the exposed raw wood from weather damage until they returned on the 16<sup>th</sup> of November to re-shingle and place metal roofing sheets over the affected area.

**SMS Audit:** Tuesday October 20<sup>th</sup> we hosted Loomex to do our SMS audit and Human Factors Training. We received a copy of Loomex draft report and there were several inconsistencies that I noted in regards to regulatory requirements mainly with our wildlife management plan. Our ERP and AOM had a few minor variance's that were to be expected but over all there were no serious findings that would impact on our operation.

**Staff:** As you're all aware, the end of December brings the start of the ETRAA bringing in house payroll and benefits, ending the need for the TWP. Of Armstrong to carry out these functions. This will be effective on the 1<sup>st</sup> of January 2021. Omers and Benefits have been contacted and are ready to move forward with the changeover and shouldn't impact on the staff's coverages. A meeting was held with all staff on the 9<sup>th</sup> of December with Carmen and Amy from Armstrong to discuss the transfer and presented the staff with release letters to be signed by the 23<sup>rd</sup> of December. There were no objections or concerns raised by Airport staff and all staff signed off on the documents presented at the meeting. Airport staff also reviewed and signed off on the ETRAA employee hand book that the board approved last meeting.

Many Thanks to Armstrong for their assistance with this process over the years.

**Annual Movement Totals:** As you will see on the movement charts we finished 2020 down 42% overall with aircraft movements compares to 2019 due to the COVID outbreak. Let's hope for a better 2021.

**Correspondence:**  
**Correspondence Documents:**

BOX 3B7, EARLTON, ONTARIO PDJ 1E0 TEL: (705) 563-8325 / FAX (705) 563-2843



FARMS / AGRI-SALES / LOGISTICS / ELEVATOR

Dec 30<sup>th</sup>, 2020

Earlton-Timiskaming Regional Airport

C/O Jamie Smith  
Airport Manager

In regards to the repairs to the roof on the sand dome and installation of a truss roof on the F.E.C. building. The sand dome job was to replace shingles as needed. Once we started, we realized that the plywood was totally rotted. We changed five sheets of plywood and repaired a few crossers, to have the job done proper. After replacing the necessary shingles, there was a huge wind, that took some of the new shingles away. We re-repaired the areas, and place 5-12' sheets of brown tin, over the bad area. These sheets can be left on for a year or longer if they are not an eyesore. Seems to be a wind tunnel from the big building that affects that area of the roof

The F.E.C. building, we were supposed to use some trusses that were on the property. We determined that there were not enough, not a good size and not strong enough. We got new heavy trusses and put on a proper roof with proper trim, etc., to kind match the garage roof that we did years ago.

Having explained all of this, you can see that the cost was considerably more, than anticipated with the previous Airport Manager, but that is that. In consideration of this, I would ask the committee to extend our lease to Five years, thus adding 2 more years to our current lease.

Also in the future to tender for a 5 year period, this gives the ability to do a proper crop rotation.

C.C. Carman Kidd - Bd. Chair

A handwritten signature in cursive script that reads "Korman R. Koch".

Thank you in Advance

Korman R. Koch  
President  
Koch Farms/Agri-Sales Inc.

## MANAGER'S REPORT DECEMBER 2020

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Many Thanks to Armstrong for their assistance with this process over the years.

**Annual Movement Totals:** As you will see on the movement charts we finished 2020 down 42% overall with aircraft movements compares to 2019 due to the COVID outbreak. Let's hope for a better 2021.

**Staff Training:**

Max is continuing his work on the wildlife training course on line. I have given him a deadline to the end of January 2021 due to a power failure causing him to lose a couple of chapters of his exam and tough him to save his work on the computer as he works through it.

On December 10<sup>th</sup> we held our monthly safety meeting. Topic was based around performing daily runway inspections and included discussion on identifying obstacles that could be in the approach such as trees, cranes new cell towers that sort of thing. Also identifying potential issues with lights, windsocks and visual aids, and any wildlife that may be in the runway vicinity, including properly documenting these inspections and immediately reporting any findings that may impact safety.

**Winter Operations:**

We had 7 snow events in December, all equipment in good order, No Light Damages, 13.5 hours of overtime accrued.

**Equipment**

In good working condition.

**Correspondence:**  
**Correspondence Documents:**

BOX 3B7, EARLTON, ONTARIO PDJ 1E0 TEL: (705) 563-8325 / FAX (705) 563-2843



FARMS / AGRI-SALES / LOGISTICS / ELEVATOR

Dec 30<sup>th</sup>, 2020

Earlton-Timiskaming Regional Airport

C/O Jamie Smith  
Airport Manager

In regards to the repairs to the roof on the sand dome and installation of a truss roof on the F.E.C. building. The sand dome job was to replace shingles as needed. Once we started, we realized that the plywood was totally rotted. We changed five sheets of plywood and repaired a few crossers, to have the job done proper. After replacing the necessary shingles, there was a huge wind, that took some of the new shingles away. We re-repaired the areas, and place 5-12' sheets of brown tin, over the bad area. These sheets can be left on for a year or longer if they are not an eyesore. Seems to be a wind tunnel from the big building that affects that area of the roof

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Having explained all of this, you can see that the cost was considerably more, than anticipated with the previous Airport Manager, but that is that. In consideration of this, I would ask the committee to extend our lease to Five years, thus adding 2 more years to our current lease.

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Thank you in Advance

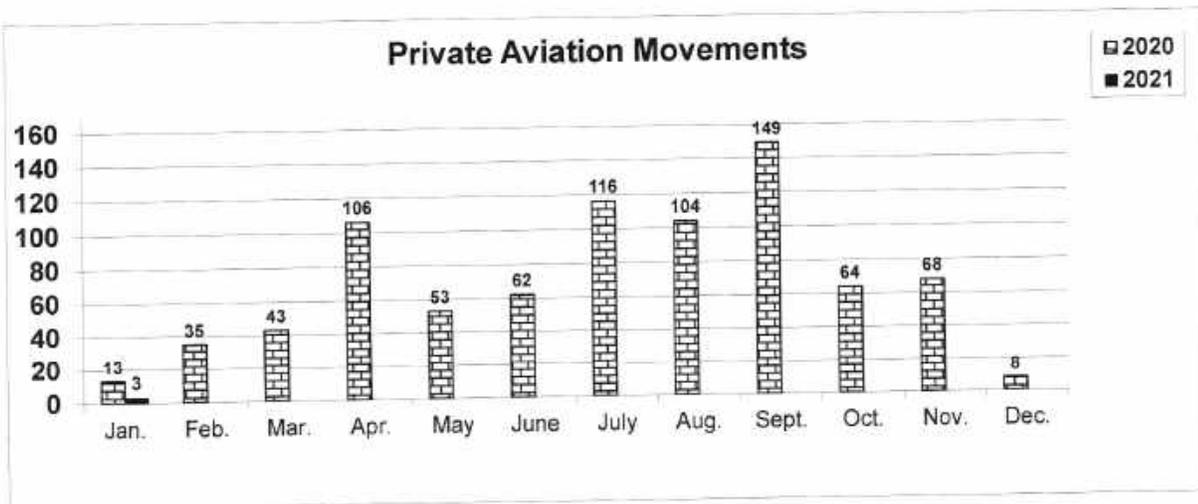
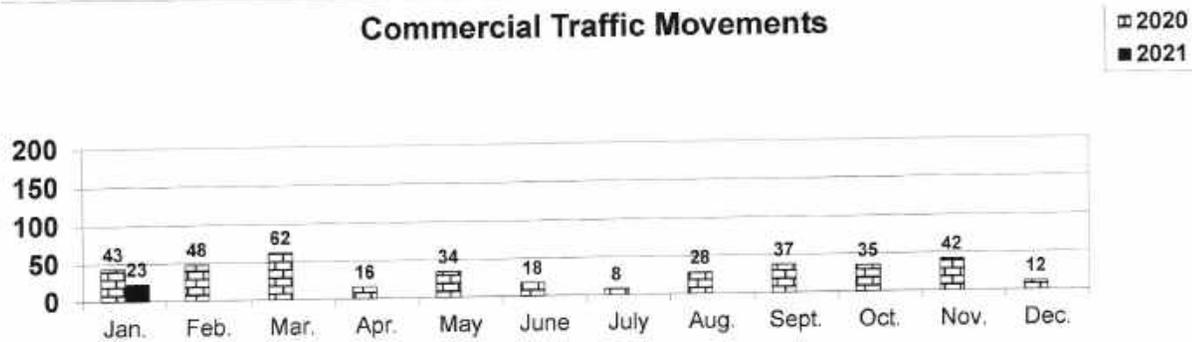
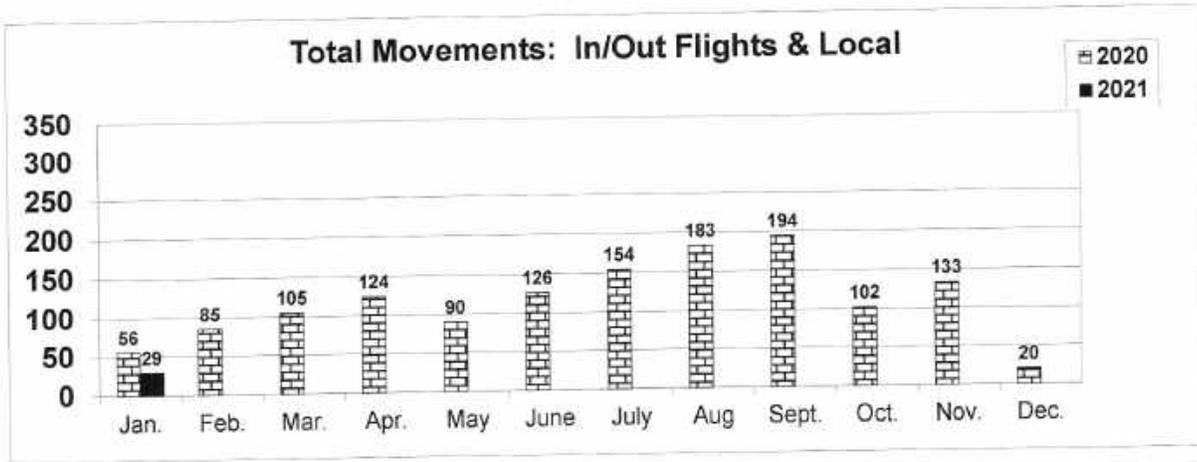
Korman R. Koch  
President  
Koch Farms/Agri-Sales Inc.

# EARLTON-TIMISKAMING REGIONAL AIRPORT JANUARY 2021

<b><u>REVENUE</u></b>	<b><u>ACTUAL</u></b>	<b><u>YTD</u></b>
Fuel	\$2,506	\$118,184
Operations	\$3,896	\$294,784
	\$6,402	\$412,968
 <b><u>EXPENSES</u></b>		
Fuel	\$0	\$73,074
Operations	\$24,318	\$300,514
	\$24,318	\$373,588
 <b><u>NET PROFIT/LOSS</u></b>		
Fuel	\$2,506	\$45,110
Operations	-\$20,422	-\$5,730
Capital Expenses		
	-\$17,916	\$39,380
 <b><u>FUEL INVENTORY - JET A1</u></b>	<b>\$ 15,648</b>	
<b><u>FUEL INVENTORY - AVGAS</u></b>	<b>\$ 11,679</b>	
<b><u>FUEL INVENTORY - DIESEL</u></b>	<b>\$ 4,140</b>	

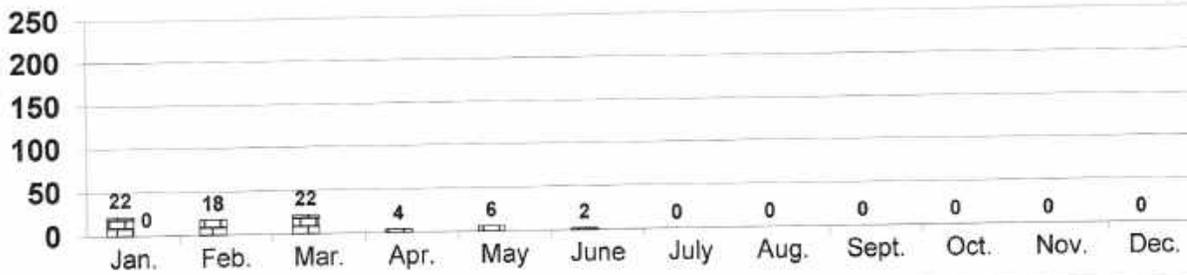
# ANNUAL AIRCRAFT MOVEMENTS

AS OF MAY 31, 2020



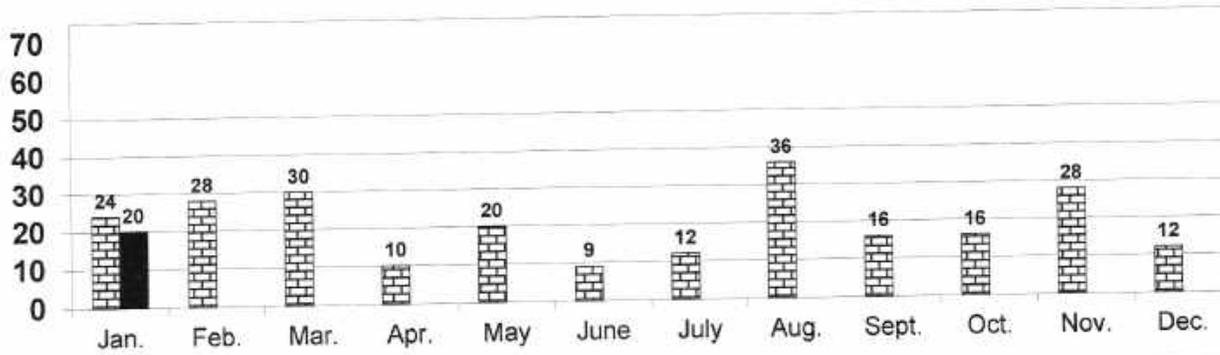
### Air Carriers Movements

2020  
2021



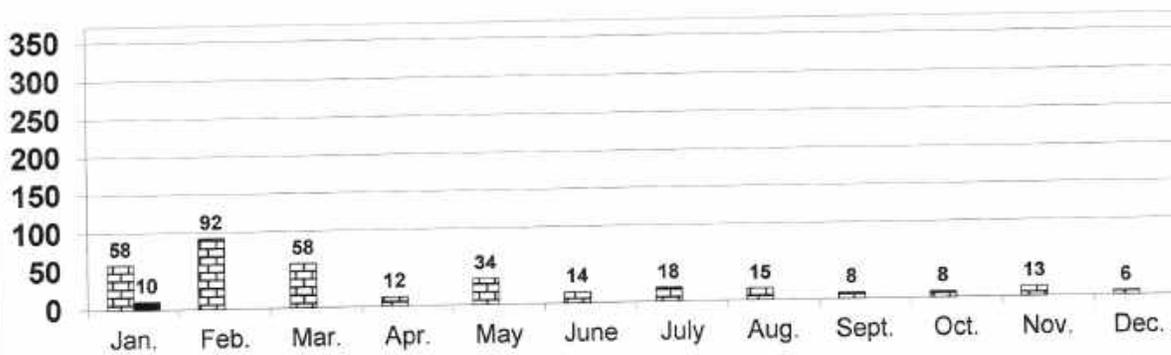
### Air Ambulance Movements

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	
Casey	368	\$3,433	
Chamberlain	332	\$3,098	
Charlton and Dack	686	\$6,400	
Coleman	595	\$5,551	
Englehart	1479	\$13,799	
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 January 12, 2021

## MANAGER'S REPORT JANUARY 2021

### **Projects:** N/A

**SMS Audit:** Tuesday October 20<sup>th</sup> we hosted Loomex to do our SMS audit and Human Factors Training. I have attached the highlights of the report received on the 21<sup>st</sup> of January for your review. As previously mentioned there were no critical findings noted, mostly minor corrections to manuals and SOP's that I will be working on updating and amending. I will also be conducting an audit of our SMS manual as there have been some irregularities discovered in the manual its self and in the documentation and recording of the processes and reports.

**Staff:** Nothing new to report, Max and Martin continue to work well together, Martin has been teaching Max some welding techniques that will be beneficial as well as sharing knowledge on the equipment.

### **Staff Training:**

Max has completed his work on the wildlife training course on line. We are awaiting the final results of his exam and then the issuance of his certificate of completion.

Max and I will be reviewing what's available for online training and would best suit his development at the Airport. Most Airport groups are in the midst of releasing revamped training modules that are more online friendly and cover off on a host of relevant training from SMS to Fuel Handling.

### **Winter Operations:**

We had 6 snow events and accumulated a total of 13.5 hours of overtime in January.

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## 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.	N/A	NNW22
Feb,05,21	6cm Drifting	N/A	N/A	N/A	SSW32

## Equipment

After a post trip inspection on Plow 81 following the snow event on Jan, 26<sup>th</sup> a large crack was found on the frame for the plow harness that ran from the sides to the underside of the harness. The plow had to be separated from the truck and partially disassembled. Martin and Max then ground out the cracked welds and re welded the cracked areas. Fortunately we had a break in the weather and the repairs were successful with the truck back online in time for the next snow event. Had this crack not been discovered and repaired the entire plow could have separated from the truck causing significant damage and impacting our ability to maintain operations during snow events.

It's nice to see that staff are taking the time to be thorough in their post and pre trip inspections.

All other equipment in good working order.

## Safety Management System (SMS) Update

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

## SMS Report

Item	
Noise Complaints	0
SMS Wildlife reports	0
SMS Issue/Observation Report	0
SMS Accident Report	0

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**Misc. Updates:**

I have received an inquiry about our empty T hanger short term rental. The aircraft is a twin engine and we are looking into whether it will fit, the elevator may be about two inches to wide.

**Correspondence:**

**Correspondence Documents:** Please see attached SMS Audit.

Quality Assurance Audit

January 14, 2021

Mr. Jamie Smith  
Airport Manager, Earlton-Timiskaming Regional Airport  
P.O. Box 99  
Earlton, Ontario P0J 1E0

Subject: Earlton-Timiskaming Regional Airport Quality Assurance Audit Report

Dear Mr. Smith:

Please find enclosed the Quality Assurance Audit Report for the Earlton-Timiskaming Regional Airport. The report was created with your assistance, and I thank you for taking the time to meet with us.

If you have any further questions or comments, please do not hesitate to contact me.

Yours truly,



**LOOMEX**

Ontario • Alberta

Terry Gervais, CMMIII, Fire Service Executive  
Director of Education & Compliance | [The Loomex Group](#)  
925-550 Airport Rd, Peterborough, ON, K9J 0E7  
M: 613-484-4120 | O: 705-775-5022  
*Your Aviation and Emergency Management Specialists*

Table of Contents

# EARLTON-TIMISKAMING REGIONAL AIRPORT FEBRUARY 2021

## REVENUE

	<u>ACTUAL</u>	<u>YTD</u>
Fuel	\$4,307	\$122,491
Operations	\$5,640	\$300,423
	\$9,947	\$422,914

## EXPENSES

Fuel	\$0	\$73,074
Operations	\$37,258	\$345,689
	\$37,258	\$418,763

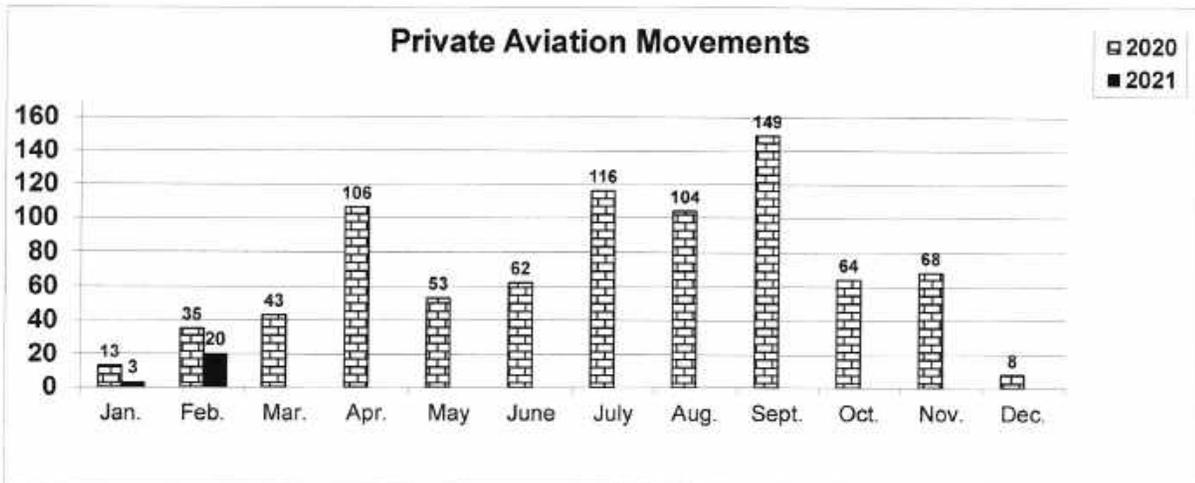
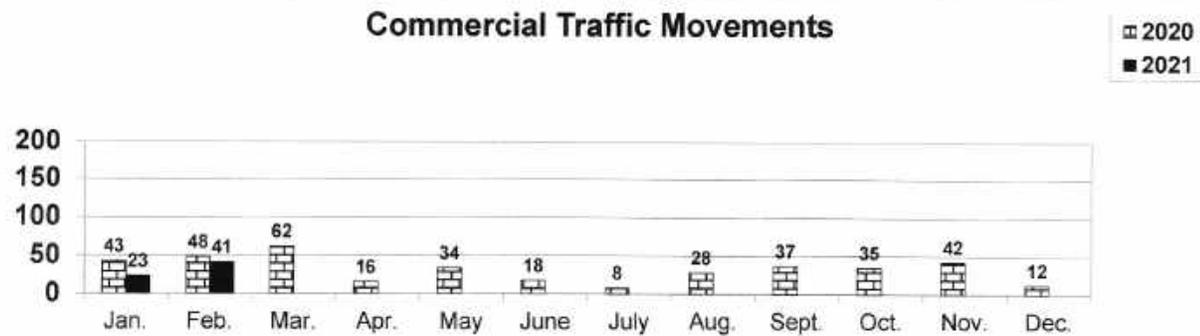
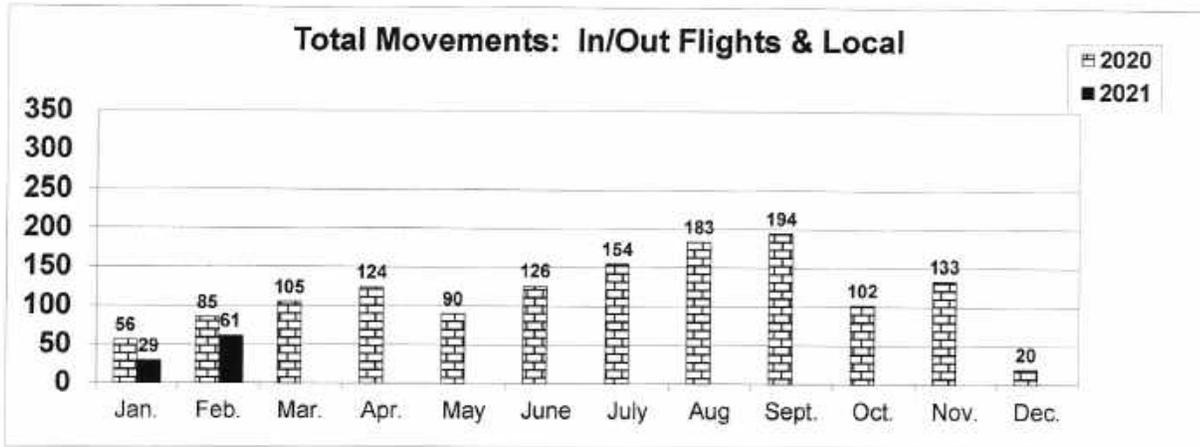
## NET PROFIT/LOSS

Fuel	\$4,307	\$49,417
Operations	-\$31,618	-\$45,266
Capital Expenses		
	-\$27,311	\$4,151

<u>FUEL INVENTORY - JET A1</u>	\$ 12,843
<u>FUEL INVENTORY - AVGAS</u>	\$ 10,213
<u>FUEL INVENTORY - DIESEL</u>	\$ 4,506

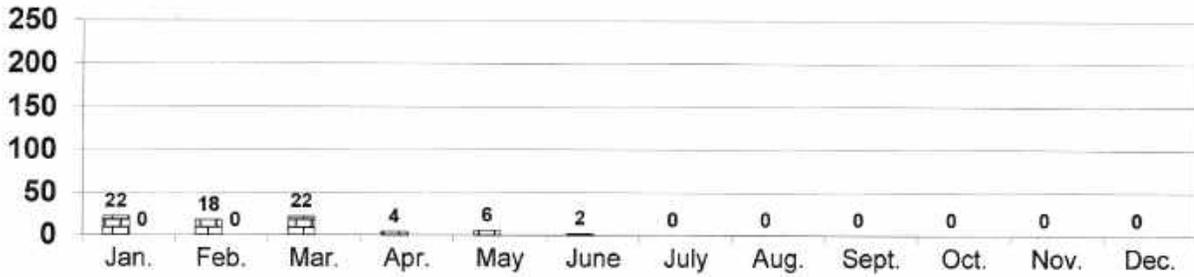
# ANNUAL AIRCRAFT MOVEMENTS

~~AS OF MAY 31, 2020~~



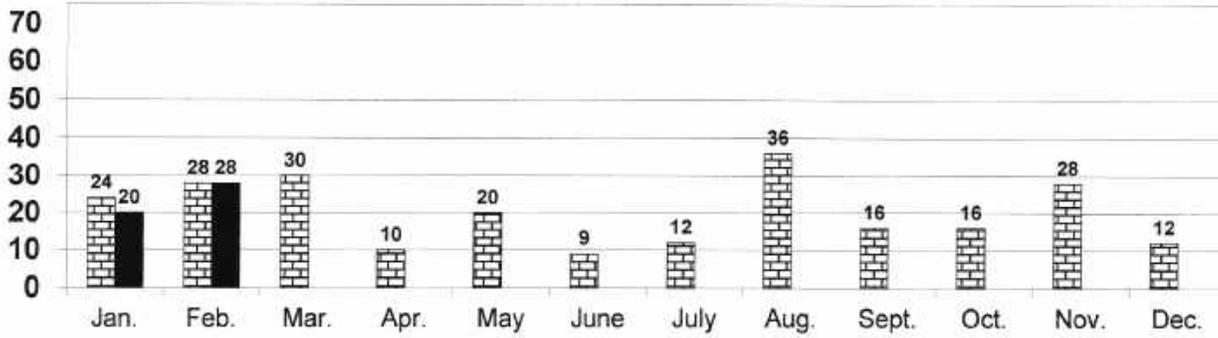
### Air Carriers Movements

▨ 2020  
■ 2021



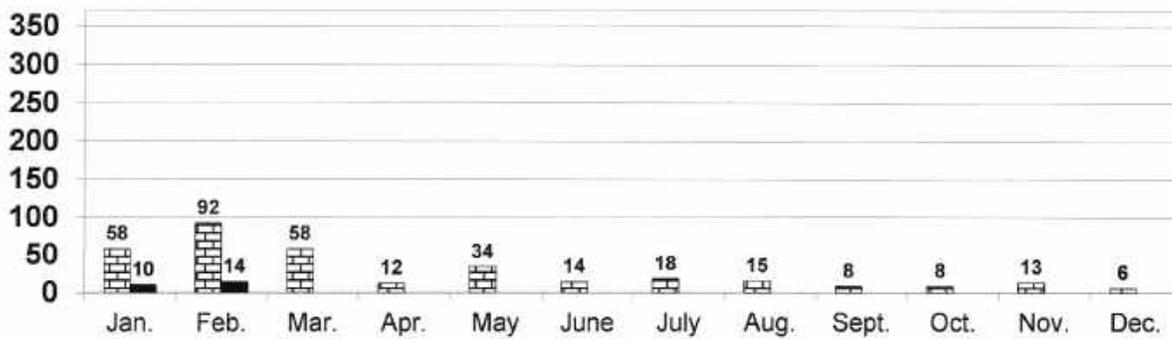
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▨ 2020  
■ 2021



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▨ 2020  
■ 2021



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

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<b>Total Contributions</b>		<b>\$156,203</b>	<b>\$0</b>

As of February 25, 2021



**EARLTON-TIMISKAMING**  
Regional Airport

## **MANAGER'S REPORT FEBRUARY 2021**

### **Projects:** N/A

**SMS Audit:** Tuesday October 20<sup>th</sup> we hosted Loomex to do our SMS audit and Human Factors Training. I have attached the highlights of the report received on the 21<sup>st</sup> of January for your review. As previously mentioned there were no critical findings noted, mostly minor corrections to manuals and SOP's that I will be working on updating and amending. I will also be conducting an audit of our SMS manual as there have been some irregularities discovered in the manual and in the documentation and recording of the processes and reports. I highly recommend looking at an electronic SMS software and re do the SMM as it is outdated and requires as per TC regulations to be properly suited to the size and scope of our operation. Something to discuss at this month's board meeting.

**Staff:** Martin West's seasonal term will be coming to an end Friday April 16<sup>th</sup>, 2021. Martin has worked out well since his return last November. I would like to offer him a letter of return for the 2021/2022 winter season pending fiscal outlook and the shape of recovery this summer, it would also be beneficial if he was available if needed this summer as a third set of hands should we have a busy fire season. Something to discuss at this month's board meeting.

### **Staff Training:**

Max has completed his work on the wildlife training course on line. We are awaiting the final results of his exam and then the issuance of his certificate of completion.

Max and I will be reviewing what's available for online training and would best suit his development at the Airport. Most Airport groups are in the midst of releasing revamped training modules that are more online friendly and cover off on a host of relevant training from SMS to Fuel Handling.

## Winter Operations:

We had 5 snow events in February and accumulated a total of 19.5 hours of overtime in February.

## 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
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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

## Equipment

The snow blower developed a hydraulic leak on the piston that controls the discharge chute, this was discovered on a pre-trip inspection and was repaired. Minimal down time and no real impact to operations. We are also having an overheating problem with the front engine where it has to be shut down for a while to cool off, this problem is getting to be rather frequent, now to the point that we are not able to do a full length pass on the runway. This is starting to impact operations due to the length of time required to remove windrows from the runway. We are looking at ways to put an electric fan in front of the radiator to see if it will assist in cooling the engine. We have determined that the clutch fan on the motor isn't working properly and will require some heavy maintenance to get access to replace it as it's located under the cab of the blower. Hopefully we can make it through the winter without any further complications and start repairs in the spring.

## 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.

We had 1 incident reported on the 18<sup>th</sup> of February. A pallet slipped under the overhead door on bay 4 while the sander was exiting the garage, the door hit the pallet on closing and ended up breaking the cables that lift the door. We had to call in an overhead door specialist to repair. We are working on a corrective action plan in hopes of preventing this from happening again.

## SMS Reports

Item	
Noise Complaints	0
SMS Wildlife reports	0
SMS Issue/Observation Report	0
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**

# your safety, our integrity

TransCanada is committed to building and operating our natural gas transportation system safely. From design and construction to operation and maintenance, safety is an integral part of everything we do.

Our operations extend across the country and we have established offices in many communities. Each region is fully staffed with qualified employees who ensure the safe and efficient operation of our facilities in the area.

## Design

TransCanada uses top quality steel and welding techniques throughout our 41,000-kilometre (25,600-mile) pipeline system. We take additional safety precautions where pipelines cross roads, railway tracks, waterways and in areas of higher population.

## Construction

During construction, all welds are checked by an x-ray or ultrasonic process to ensure the welds are sound. To protect against corrosion, the external surface of the pipeline is coated.

## Operation

During operations, a very low-voltage electrical current – called cathodic protection – is applied to the pipe. The applied current protects the pipe from corrosion in areas where coatings are defective. The cathodic protection system is monitored on a monthly basis to ensure proper operation.

The entire gas transmission system is monitored 24 hours a day by highly trained TransCanada employees from a computerized gas control centre. From here, we are able to detect changes in pressure along our pipelines and ensure that all facilities are operating properly.



## Safety

If work is required on your land, a TransCanada representative will make all reasonable efforts to contact you prior to any work being conducted. At that time, we will arrange for land access and discuss any environmental and safety considerations with you.

In order to ensure your safety, there are a couple of things you should know. When work is being done, a portion of the pipeline right-of-way may need to be excavated and large equipment mobilized on site. You will be restricted from using the area for the duration of the activities. Temporary fences will be set up along the perimeter of the excavation site if required.

In the event of a pipeline emergency call TransCanada's toll-free emergency number at 1.888.982.7222.

# your safety, our integrity



## Maintenance

Regular maintenance is performed on all portions of the pipeline system. All compressor and meter stations also undergo routine maintenance in accordance with industry and government standards.

TransCanada has an extensive Pipeline Maintenance Program (PMP) to monitor, inspect and repair our pipeline facilities. Regular maintenance activities include:

- **Aerial Patrol** – We regularly inspect the pipeline route from low-flying helicopters and airplanes. The pilots look for hazards to the pipeline from outside sources (e.g. unauthorized construction, soil disturbances) that could affect the integrity of our pipeline system. We also regularly use sensitive leak detection equipment during these patrols to identify small leaks.
- **Cover Surveys** – TransCanada investigates areas where we suspect wind or water erosion may have reduced the depth of ground cover over our pipelines so we can maintain the integrity of the pipe.
- **Geotechnical Monitoring** – TransCanada's pipelines cross more than 2,300 bodies of water and significant slopes. All of these are monitored for erosion and movement during aerial patrol. More active slopes and streams are monitored more thoroughly through a variety of survey techniques.
- **Hydrostatic Testing** – We can verify the integrity of our pipeline by removing natural gas from the pipeline, replacing the gas with water and then pressurizing the pipeline to a level far greater than it experiences during normal operation. If a leak occurs during testing, TransCanada will repair or replace the affected section of pipe.
- **In-line Inspection** – In-line inspection, also referred to as 'pigging,' looks for any locations where corrosion may have occurred. Specialized internal inspection devices called 'smart pigs' travel through the pipeline collecting data. The data is then analyzed to determine if there are areas of concern requiring further investigation.

- **Investigative Digs** – TransCanada conducts investigative digs based on the data analysis from pigging and other information. Sections of pipeline are excavated to investigate their condition and to ensure integrity. Detailed engineering assessments are used to determine if and when repairs are required.
- **Valve Maintenance** – Pipeline valves are located approximately every 30 kilometres (19 miles) along the pipeline. If pipeline pressure drops due to a leak, the valves automatically stop the flow of gas. TransCanada maintains approximately 9,000 valves on our pipeline system. Each of these valves requires specific routine maintenance depending on function and valve condition.

We continuously improve our pipeline integrity programs using new technology, innovations and applications.

## Environmental Practices

Prior to any ground disturbance, TransCanada ensures that site-specific environmental protection measures are incorporated to ensure equivalent land capability is maintained. At TransCanada, this includes minimizing and mitigating effects on soil, water, wildlife and vegetation.

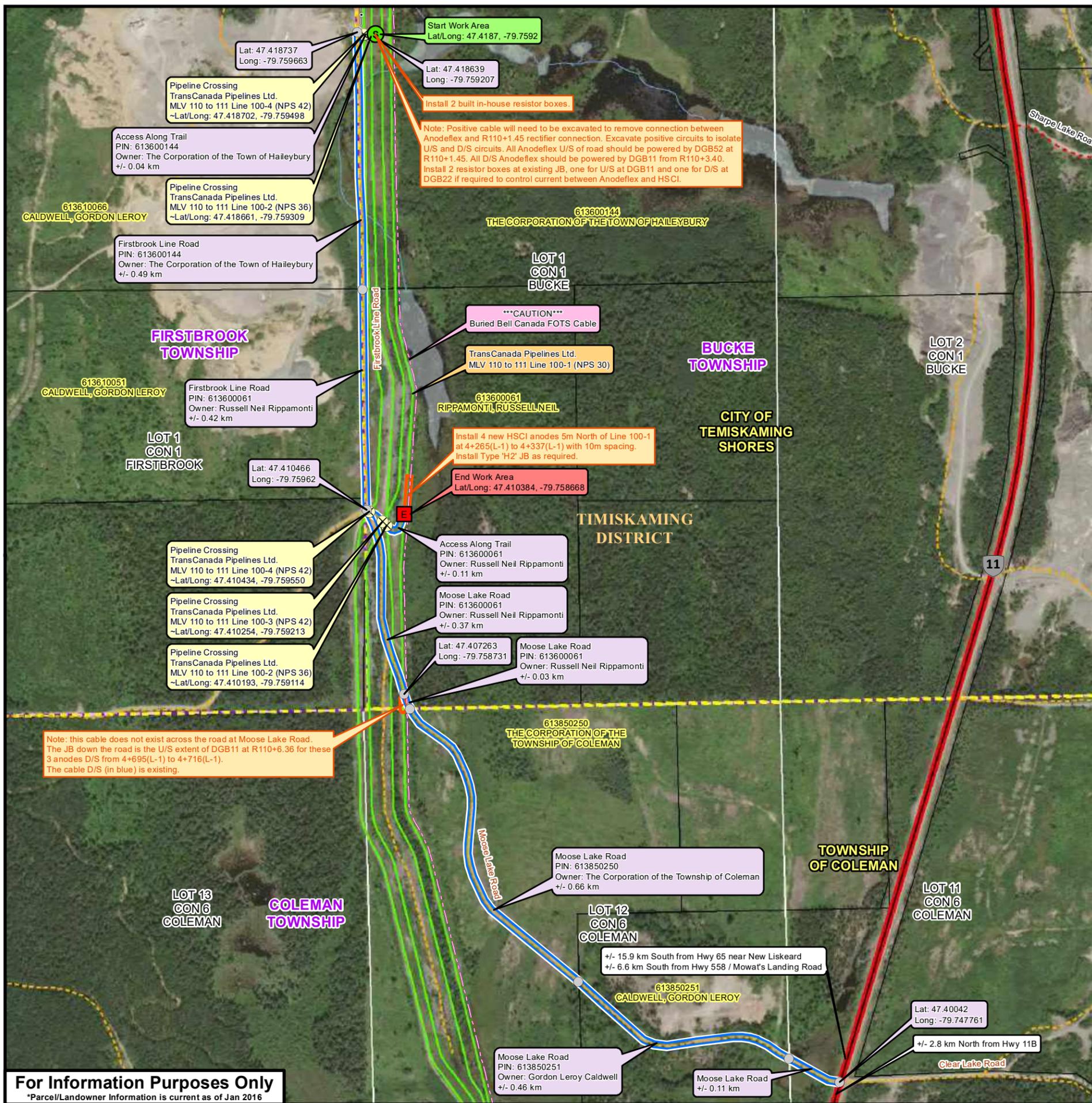
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450 First Street S.W., Calgary, Alberta  
T2P 5H1

1.800.661.3805

[www.transcanada.com](http://www.transcanada.com)

November 2004



**KEY PLAN**  
SCALE: 1:250,000

**LEGEND**

<p><b>TC ACCESS INFORMATION</b></p> <ul style="list-style-type: none"> <li>Primary Access Route</li> <li>Alternate Access Route</li> <li>Access Route Start/End Point</li> <li>Valve Site</li> <li>Remedial Start Point</li> <li>Remedial End Point</li> <li>Remedial Work Area</li> <li>Powerline Crossing</li> <li>Pipeline Crossing</li> <li>Water Crossing</li> <li>Cable Crossing</li> <li>Railway Crossing</li> </ul>	<p><b>UTILITIES</b></p> <ul style="list-style-type: none"> <li>Overhead Powerline</li> <li>Buried Powerline</li> <li>TC Pipeline</li> <li>Foreign Pipeline</li> <li>Buried Cable</li> </ul>	<p><b>BOUNDARIES</b></p> <ul style="list-style-type: none"> <li>Urban Area</li> <li>Department of National Defence</li> <li>Indian Reserve</li> <li>Geographic Township</li> <li>UTM or Amalgamated/Separated STM</li> <li>LTM &amp; STM</li> <li>Park</li> </ul>	<p><b>TRANSPORTATION</b></p> <ul style="list-style-type: none"> <li>Railway</li> <li>Highway</li> <li>Paved Road</li> <li>Gravel Road</li> </ul>
---	---	---	--

**TC Energy**

**2020 TC ENERGY CP REMEDIAL PROGRAM**  
**ACCESS MAP TO R110+03.40**  
**IN LOT 1 CON 1, CITY OF TEMISKAMING SHORES**  
**& LOT 12 CON 6, TOWNSHIP OF COLEMAN,**  
**TEMISKAMING DISTRICT**

NAD 1983 UTM Zone 17N  
Scale: 1:8,000

Rev	Description	Originator	Checker	Approver	Date
0	Original Issue	KL	JW	JW	Jul 24, 2020
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-

1-800-465-6233 / [www.geoverra.com](http://www.geoverra.com) /  
3200, 237 4th Ave. SW Calgary, Alberta, T2P 4K3

Job No.: 20R-04663-00-001

GeoVerra File Name:  
201-04663-00-001\_CPR20\_R110+03x40\_AC

Client File Name:  
E018025\_MLV110-111\_R110+03x40\_AM\_Rev0

Sheet 1 of 1

REVISION  
**0**

**For Information Purposes Only**  
\*Parcel/Landowner Information is current as of Jan 2016

The information contained herein is compiled from various government and industry sources, subject to copyright, and includes but is not limited to: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community. © 2020 Microsoft Corporation © 2020 Maxar ©CNES (2020) Distribution Airbus DS, ©2020 DigitalGlobe, ©2020 Department of Natural Resources Canada, ©2020 Land Information Ontario (LIO), ©2020 Queen's Printer for Ontario. All rights reserved. GeoVerra Inc. and its data suppliers provide no warranty regarding the accuracy or completeness of this information and assume no liability for the interpretation or use thereof.

To: Temiskaming Shores Mayor and Council

From: Susan Despres

Date: July 29, 2021

RE: Amendment to Animal Control Bylaw # 4.5, Required Stoop and Scoop

My name is Susan Despres and we live at [REDACTED]. It was just over three years ago I stood before you asking for help with respect to the dog poop and the owners of [REDACTED].

My husband and I have lived next door to a poop dump for over three years, as the dog feces from the three big dogs (full grown boxer, Malamute husky and a Siberian husky) the dog feces would not get picked up from their yard or their deck for weeks at a time and was left to accumulate, thus causing smells, fly problems in the warm months, not to mention the mess we had to look at each and every day, this year in June we even had “blow flies” on our property. When Roxanne the new Animal Control Officer for the City started she made many visits to their home asking them to pick up the poop, which they would comply with for a week or so, then it would start accumulating again all over their yard and deck. At the end of May of this year she was finally able to fine them, which consequently did not go over well, within a few days the owners left dog feces in a bag on the deck for 6 days in 90 degree weather, it was at this time Property Standards got involved as well (as it was now a property standards issue as the poop was in a bag) and the bag was removed. Of note, when I asked the female owner of the home if she would please remove the feces from the deck she shouted profanities at me and told me to “move to an apartment.”

Tonight you will be asked to pass an amendment to bylaw 4.5. The Bylaw amendment is 4.5.2 which addresses the issue of animal owners and the removal of feces from their property forthwith. I am asking that you please, please pass this amendment. I truly believe that every citizen in our community is entitled to a healthy, safe and clean environment to live in. As seniors we wish to remain in our home as long as we can, we have a right and are deserving of a healthy, poop free environment.

I would also like to ask that [REDACTED] receive a copy of this amendment.

I would like to first of all thank the Protection to Persons and Property Committee for taking the time to listen to me at their June 16<sup>th</sup> meeting and for their time and effort with respect to moving forward with this amendment, as well as everyone else involved for their work on this amendment.

Thank you very much for your time and it is my hope everyone will be in agreement to pass this very important amendment.

Sincerely,

Susan Despres



July 30, 2021

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

Re: Land Acquisition from the City of Temiskaming Shores

Dear Mayor Carman Kidd and Council,

Cobalt Camp Refinery Ltd. ("CCR") is a subsidiary of First Cobalt Corp ("FCC") and it owns the lands that hosts the hydrometallurgical refinery near the shores of Lake Timiskaming. The FCC refinery is the only permitted primary cobalt refinery in North America capable of producing battery-grade cobalt sulfate for the North American and European electric vehicle market. As a 20-year-old permitted facility that has operated in the past, we believe that once restarted, the Refinery would be a meaningful contributor to the Northern Ontario economy, creating long term, skilled direct and indirect employment opportunities.

The purpose of this letter is to express our interest in acquiring land from the City of Temiskaming Shores. The land in question is outlined in Appendix A and the associated PIN descriptions are highlighted in Appendix B.

Our primary focus is the expansion of the Refinery facility within its current footprint and land own by CCR to increase the production throughput rate of cobalt sulfate. In tandem with the refinery expansion, we are working on optimising the refinery's existing hydrometallurgical processing capability to treat black mass – an output from primary recycling of lithium-ion batteries. This will allow us to maximise the extraction of cobalt, nickel, lithium, graphite, copper and manganese from battery scrap. Looking further ahead, we have ambitions to attract a precursor manufacturer to our site to realize supply chain synergies.

Our Refinery has strong ESG credentials with projected carbon emissions that are 50% lower than benchmarked peer refiners. We take a proactive, risk-based approach to environmental management, with robust measures to ensure the viability of the environment for future generations.

We look forward to hearing from you. I can be reached at [hfiset@firstcobalt.com](mailto:hfiset@firstcobalt.com), or by telephone at [REDACTED]

**First Cobalt Corp.**

Head Office: 401 Bay Street, Toronto, ON M5C 2L4, Canada  
Mailing Address: P.O. Box 20059 Bay Adelaide P.O., Toronto, ON M5H 0A1



MF

Hayden Fiset, P.Eng.  
Site Services Superintendent

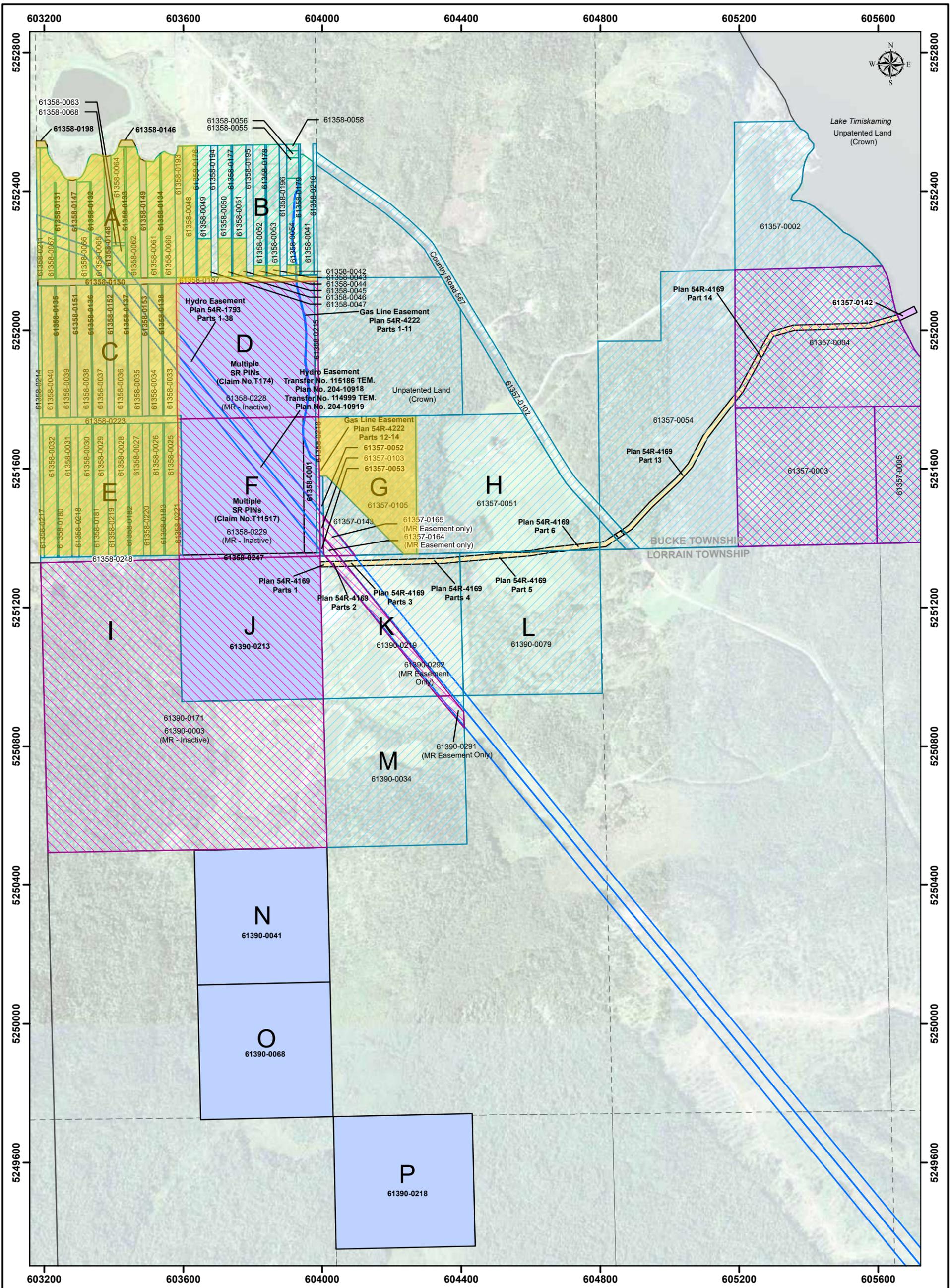
**Enclosures**

Appendix A – Land Acquisition Map

Appendix B – PIN Descriptions

**First Cobalt Corp.**

Head Office: 401 Bay Street, Toronto, ON M5C 2L4, Canada  
Mailing Address: P.O. Box 20059 Bay Adelaide P.O., Toronto, ON M5H 0A1



<b>Legend</b> <b>Cobalt Camp Refinery Ownership*</b> SRO (Blue)    SR-L (Purple)    SR(E) (Yellow) No Registered Easement (White) Hydro Easement (Blue outline) Lots and Concessions (Dashed line) Geographic Township (Dotted line)		<b>Abutting Property Ownership</b> SR(E) (Blue outline) SR and MR (Purple outline) MRO (Pink outline) SRO (Blue outline) SR (SR or MR not specified in PIN) (Green outline) *Indicated by <b>bolded</b> PINs and descriptions	UTM NAD83 Zone17N Metres 0 2550 100 150 200		<b>Cobalt Camp Refinery Limited</b>
Cobalt Camp Refinery Limited		Land Tenure Memo		Cobalt Camp Refinery	
Drwn by: SED		Rvw'd by: KJK		Proj. No.: 272-01-13	
Date: 23-Jun-2021		Drawing No.: SEI-272-01-13-008.11			

Credits: Property boundaries were created using georeferenced block maps and plans from the Ontario Land Registry Office online. Locations are approximate and boundaries are not necessarily to scale. This figure is for illustrative purposes only. "SR" = Surface Rights, "MR" = Mining Rights, "MRO" = Mining Rights Only, "SRO" = Surface Rights Only, "SR and MR" = Surface Rights and Mining Rights, "SR-L" = Surface Rights Leasehold Interest, "SR(E)" = Surface Rights Easement.

**Cobalt Camp Refinery and Abutting Properties** **Figure 1**







Table 2 Cobalt Camp Refinery Abutting Property Land Tenure

61358-0066	SR	A	The Corporation of the Town of Haileybury	PCL 2195 SEC SST; LT 1914 PL M147NB BUCKE; LT 1915 PL M147NB BUCKE; LT 1916 PL M147NB BUCKE; LT 1917 PL M147NB BUCKE; LT 1918 PL M147NB BUCKE; LT 1919PL M147NB BUCKE; LT 1920 PL M147NB BUCKE; LT 1921 PL M147NB BUCKE; LT 1922 PL M147NB BUCKE; LT 1923 PL M147NB BUCKE; LT 1924 PL M147NB BUCKE; LT 1925PL M147NB BUCKE; LT 1926 PL M147NB BUCKE; LT 1927 PL M147NB BUCKE; LT 1928 PL M147NB BUCKE; LT 1929 PL M147NB BUCKE; LT 1930 PL M147NB BUCKE; LT 1931PL M147NB BUCKE; LT 1932 PL M147NB BUCKE; LT 1933 PL M147NB BUCKE; LT 1934 PL M147NB BUCKE; LT 1935 PL M147NB BUCKE; LT 1936 PL M147NB BUCKE; LT 1937PL M147NB BUCKE; LT 1938 PL M147NB BUCKE; LT 1939 PL M147NB BUCKE; LT 1940 PL M147NB BUCKE; LT 1941 PL M147NB BUCKE S/T ANY RIGHTS THAT THE PUBLIC OR ANY OTHER PERSONS MAY HAVE IN RESPECT TO THE LANES; S/T LT115186, LT194261; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING	
61358-0067	SR	A	The Corporation of the Town of Haileybury	PCL 2195 SEC SST; LT 2054 PL M147NB BUCKE; LT 2055 PL M147NB BUCKE; LT 2056 PL M147NB BUCKE; LT 2057 PL M147NB BUCKE; LT 2058 PL M147NB BUCKE; LT 2059PL M147NB BUCKE; LT 2060 PL M147NB BUCKE; LT 2061 PL M147NB BUCKE; LT 2062 PL M147NB BUCKE; LT 2063 PL M147NB BUCKE; LT 2064 PL M147NB BUCKE; LT 2065PL M147NB BUCKE; LT 2066 PL M147NB BUCKE; LT 2067 PL M147NB BUCKE; LT 2068 PL M147NB BUCKE; LT 2069 PL M147NB BUCKE; LT 2070 PL M147NB BUCKE; LT 2071PL M147NB BUCKE; LT 2072 PL M147NB BUCKE; LT 2073 PL M147NB BUCKE; LT 2074 PL M147NB BUCKE; LT 2075 PL M147NB BUCKE; LT 2076 PL M147NB BUCKE; LT 2077PL M147NB BUCKE; LT 2078 PL M147NB BUCKE; LT 2079 PL M147NB BUCKE; LT 2080 PL M147NB BUCKE; LT 2081 PL M147NB BUCKE; LT 2207 PL M147NB BUCKE; LT 2208PL M147NB BUCKE; LT 2209 PL M147NB BUCKE; LT 2210 PL M147NB BUCKE; LT 2211 PL M147NB BUCKE; LT 2212 PL M147NB BUCKE; LT 2213 PL M147NB BUCKE; LT 2214PL M147NB BUCKE; LT 2215 PL M147NB BUCKE; LT 2216 PL M147NB BUCKE; LT 2217 PL M147NB BUCKE; LT 2218 PL M147NB BUCKE; LT 2219 PL M147NB BUCKE; LT 2220PL M147NB BUCKE; LT 2221 PL M147NB BUCKE; LT 2222 PL M147NB BUCKE; LT 2223 PL M147NB BUCKE; LT 2224 PL M147NB BUCKE; LT 2225 PL M147NB BUCKE; LT 2226PL M147NB BUCKE; LT 2227 PL M147NB BUCKE; LT 2228 PL M147NB BUCKE; LT 2229 PL M147NB BUCKE; LT 2230 PL M147NB BUCKE; LT 2231 PL M147NB BUCKE; LT 2232PL M147NB BUCKE; LT 2233 PL M147NB BUCKE; LT 2234 PL M147NB BUCKE; LT 2235 PL M147NB BUCKE; LT 2236 PL M147NB BUCKE; LT 2237 PL M147NB BUCKE; LT 2238PL M147NB BUCKE; LT 2239 PL M147NB BUCKE; LT 2240 PL M147NB BUCKE; LT 2241 PL M147NB BUCKE; LT 2242 PL M147NB BUCKE; LT 2243 PL M147NB BUCKE S/T ANY RIGHTS THAT THE PUBLIC OR ANY OTHER PERSONS MAY HAVE IN RESPECT TO THE LANES; S/T LT115186, LT194261; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING	
61358-0068	SRO	A	The Corporation of the Town of Haileybury	PCL 21324 SEC SST; LT 1633 PL M147NB BUCKE SRO; S/T LT204892; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING	
61358-0179	SRO	B	The Corporation of the Town of Haileybury	PCL 4691 SEC NND; LANE PL M147NB BUCKE SRO ABUTTING LT 77 TO 114 PL M147NB; S/T ANY RIGHTS THAT THE PUBLIC OR ANY OTHER PERSONS MAY HAVE IN RESPECT TOTHE SAID LANES; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING	No road or Gas Line easement
61358-0180	SRO	E	The Corporation of the Town of Haileybury	PCL 4691 SEC NND; LANE PL M147NB BUCKE SRO ABUTTING LT 1978 TO 2015; S/T ANY RIGHTS THAT THE PUBLIC OR ANY OTHER PERSONS MAY HAVE IN RESPECT TO THESAID LANES; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING	
61358-0181	SRO	E	The Corporation of the Town of Haileybury	PCL 4691 SEC NND; LANE PL M147NB BUCKE SRO ABUTTING LT 1691 TO 1728 PL M147NB; S/T ANY RIGHTS THAT THE PUBLIC OR ANY OTHER PERSONS MAY HAVE IN RESPECTTO THE SAID LANES; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING	
61358-0182	SRO	E	The Corporation of the Town of Haileybury	PCL 4691 SEC NND; LANE PL M147NB BUCKE SRO ABUTTING LT 1402 TO 1439 PL M147NB; S/T ANY RIGHTS THAT THE PUBLIC OR ANY OTHER PERSONS MAY HAVE IN RESPECTTO THE SAID LANES; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING	
61358-0183	SRO	E	The Corporation of the Town of Haileybury	PCL 4691 SEC NND; LANE PL M147NB BUCKE SRO ABUTTING LT 1125 TO 1162 PL M147NB; S/T ANY RIGHTS THAT THE PUBLIC OR ANY OTHER PERSONS MAY HAVE IN RESPECTTO THE SAID LANES; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING	
61358-0193	SRO	B	The Corporation of the Town of Haileybury	PCL 4691 SEC NND; FOURTH ST PL M147NB BUCKE SRO BTN FITZPATRICK AV & FINLAN AV; S/T ANY RIGHTS THAT THE PUBLIC OR ANY OTHER PERSONS MAY HAVE INRESPECT TO THE SAID LANES; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING	
61358-0197	SRO	B	The Corporation of the Town of Haileybury	PCL 4691 SEC NND; FINLAN AV PL M147NB BUCKE SRO BTN W LIMIT OF FOURTH ST & E LIMIT OF PL M147NB; S/T ANY RIGHTS THAT THE PUBLIC OR ANY OTHER PERSONSMAY HAVE IN RESPECT TO THE SAID LANES; S/T LT290399; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING	Includes Gas Line Easement No. LT290399 (Plan 54R-4222, Part 4)
61358-0211	SRO	A	The Corporation of the Town of Haileybury	PCL 4691 SEC NND; LANE PL M147NB BUCKE SRO BEING LARCH LANE BTN LTS 2207 TO 2243 & W LIMIT OF PL M147NB; S/T ANY RIGHTS THAT THE PUBLIC OR ANY OTHERPERSONS MAY HAVE IN RESPECT TO THE SAID LANES; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING	
61358-0214	SRO	C	The Corporation of the Town of Haileybury	PCL 4691 SEC NND; LANE PL M147NB BUCKE SRO BEING LARCH LANE BTN LTS 2169 TO 2206 PL M147NB & W LIMIT OF PL M147NB; S/T ANY RIGHTS THAT THE PUBLIC ORANY OTHER PERSONS MAY HAVE IN RESPECT TO THE SAID LANES; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING	
61358-0215	SRO	D	The Corporation of the Town of Haileybury	PCL 4691 SEC NND; LANE PL M147NB BUCKE SRO BTN LTS 39 TO 76 PL M147NB & E LIMIT OF PL M147NB; S/T ANY RIGHTS THAT THE PUBLIC OR ANY OTHER PERSONS MAYHAVE IN RESPECT TO THE SAID LANES; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING	
61358-0216	SRO	F	The Corporation of the Town of Haileybury	PCL 4691 SEC NND; LANE PL M147NB BUCKE SRO BTN LTS 1 TO 38 PL M147NB & JONES AV & E LIMIT OF PL M147NB ; S/T ANY RIGHTS THAT THE PUBLIC OR ANY OTHERPERSONS MAY HAVE IN RESPECT TO THE SAID LANES; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING	
61358-0217	SRO	E	The Corporation of the Town of Haileybury	PCL 4691 SEC NND; LANE PL M147NB BUCKE SRO BEING LARCH LANE BTN LTS 2131 TO 2168 PL M147NB & W LIMIT OF PL M147NB; S/T ANY RIGHTS THAT THE PUBLIC ORANY OTHER PERSONS MAY HAVE IN RESPECT TO THE SAID LANES; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING	
61358-0218	SRO	E	The Corporation of the Town of Haileybury	PCL 4691 SEC NND; FIRST ST PL M147NB BUCKE SRO BTN JONES AV & LORRAIN AV; S/T ANY RIGHTS THAT THE PUBLIC OR ANY OTHER PERSONS MAY HAVE IN RESPECT TOTHE SAID LANES; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING	
61358-0219	SRO	E	The Corporation of the Town of Haileybury	PCL 1939 SEC TIM; NW1/4 OF N1/2 LT 2 CON 12 LORRAIN SRO S/T PT 1 TO 4 54R4169 AS IN LT313631; S/T LT116088, LT194225; DISTRICT OF TIMISKAMING	
61358-0220	SRO	E	The Corporation of the Town of Haileybury	PCL 4691 SEC NND; THIRD ST PL M147NB BUCKE SRO BTN JONES AV & LORRAIN AV; S/T ANY RIGHTS THAT THE PUBLIC OR ANY OTHER PERSONS MAY HAVE IN RESPECT TOTHE SAID LANES; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING	
61358-0221	SRO	F	The Corporation of the Town of Haileybury	PCL 4691 SEC NND; FOURTH ST PL M147NB BUCKE SRO BTN JONES AV & LORRAIN AV; S/T ANY RIGHTS THAT THE PUBLIC OR ANY OTHER PERSONS MAY HAVE IN RESPECT TOTHE SAID LANES; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING	
61358-0222	SRO	E/F	The Corporation of the Town of Haileybury	PCL 4691 SEC NND; LORRAIN AV PL M147NB BUCKE SRO; S/T ANY RIGHTS THAT THE PUBLIC OR ANY OTHER PERSONS MAY HAVE IN RESPECT TO THE SAID LANES;TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING	
61358-0223	SRO	C	The Corporation of the Town of Haileybury	PCL 4691 SEC NND; JONES AV PL M147NB BUCKE SRO BTN W LIMIT OF PL M147NB & E LIMIT OF FOURTH ST; S/T ANY RIGHTS THAT THE PUBLIC OR ANY OTHER PERSONSMAY HAVE IN RESPECT TO THE SAID LANES; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING	

**Note:**  
 SR = Surface Rights  
 SRO = Surface Rights Only  
 SR(E) = Easement Surface Rights  
 MRO = Mining Rights Only  
 SR&MR = Surface Rights and Mining Rights



-  Properties identified as Cobalt Camp Refinery Ltd.
-  Properties identified as the City of Temiskaming Shores
-  Road allowances (owned by the City of Temiskaming Shores)

Maps and pictures are provided as a courtesy only and the municipality makes no warranties as to the accuracy of this information. Boundaries on aerial photos may be skewed.

City Clerk's Office

Secretariat  
Marilyn Toft  
Council Secretariat Support  
City Hall, 12<sup>th</sup> Floor, West  
100 Queen Street West  
Toronto, Ontario M5H 2N2

Tel: 416-392-7032  
Fax: 416-392-2980  
e-mail: Marilyn.Toft@toronto.ca  
web: www.toronto.ca

**In reply please quote:  
Ref.: 21-GL23.3**

June 24, 2021

**ONTARIO MUNICIPAL AND REGIONAL COUNCILS:**

**Subject: General Government and Licensing Committee Item 23.3  
Report on Bill 177 Stronger Fairer Ontario Act Changes to Provincial  
Offences Act (Ward All)**

City Council on June 8 and 9, 2021, adopted the following resolution and has circulated it to all Municipal City Councils and Regional Councils in Ontario for support:

1. City Council request the Attorney General of Ontario to halt the proclamation of the Early Resolution reforms included in Bill 177, Stronger, Fairer Ontario Act.
2. City Council request the Attorney General of Ontario to review the Early Resolution provisions of the Provincial Offences Act and take action to streamline and modernize this section with a view to making it easier for the public and prosecutors to engage in resolution discussions, and to administer early resolution proceedings in Provincial Offences Court.
3. City Council request the Attorney General of Ontario to enact changes to the Provincial Offences Act and any related regulations, to permit the prosecutor and defendant or legal representative to agree, at any stage of a proceeding, to a resolution in writing for proceedings commenced under Part I of the Provincial Offences Act and to permit the Clerk of the Court to register the court outcome immediately upon receipt of the written agreement without requiring an appearance before a Justice of the Peace.

A handwritten signature in black ink, appearing to be "M. Toft", written over a horizontal line.

for City Clerk

M. Toft/wg

Attachment

c. City Manager

## General Government and Licensing Committee

GL23.3		Adopted on Consent		Ward: All
--------	--	-----------------------	--	-----------

### Report on Bill 177 Stronger Fairer Ontario Act Changes to Provincial Offences Act

#### City Council Decision

City Council on June 8 and 9, 2021, adopted the following:

1. City Council request the Attorney General of Ontario to halt the proclamation of the Early Resolution reforms included in Bill 177, Stronger, Fairer Ontario Act.
2. City Council request the Attorney General of Ontario to review the Early Resolution provisions of the Provincial Offences Act and take action to streamline and modernize this section with a view to making it easier for the public and prosecutors to engage in resolution discussions, and to administer early resolution proceedings in Provincial Offences Court.
3. City Council request the Attorney General of Ontario to enact changes to the Provincial Offences Act and any related regulations, to permit the prosecutor and defendant or legal representative to agree, at any stage of a proceeding, to a resolution in writing for proceedings commenced under Part I of the Provincial Offences Act and to permit the Clerk of the Court to register the court outcome immediately upon receipt of the written agreement without requiring an appearance before a Justice of the Peace.
4. City Council direct that this resolution be circulated to the all Municipal City Councils and Regional Councils in Ontario for support.

#### Committee Recommendations

The General Government and Licensing Committee recommend that:

1. City Council request the Attorney General of Ontario to halt the proclamation of the Early Resolution reforms included in Bill 177, Stronger, Fairer Ontario Act.
2. City Council request the Attorney General of Ontario to review the Early Resolution provisions of the Provincial Offences Act and take action to streamline and modernize this section with a view to making it easier for the public and prosecutors to engage in resolution discussions, and to administer early resolution proceedings in Provincial Offences Court.
3. City Council request the Attorney General of Ontario to enact changes to the Provincial Offences Act and any related regulations, to permit the prosecutor and defendant or legal

representative to agree, at any stage of a proceeding, to a resolution in writing for proceedings commenced under Part I of the Provincial Offences Act and to permit the Clerk of the Court to register the court outcome immediately upon receipt of the written agreement without requiring an appearance before a Justice of the Peace.

4. City Council direct that this resolution be circulated to the all Municipal City Councils and Regional Councils in Ontario for support.

**Origin**

(May 7, 2021) Report from the City Solicitor and the Director, Court Services

**Summary**

This report responds to the changes to the Provincial Offences Act under Bill 177 Stronger, Fairer Ontario Act for City Council to review and consider taking action on the staff recommendations contained herein.

**Background Information (Committee)**

(May 7, 2021) Report from the City Solicitor and the Director, Court Services on Report on Bill 177 Stronger Fairer Ontario Act Changes to Provincial Offences Act

(<http://www.toronto.ca/legdocs/mmis/2021/q/bqrd/backgroundfile-166871.pdf>)

Attachment 1 - Bill 177 Changes to section 5.1 of Provincial Offences Act as enacted and not proclaimed

(<http://www.toronto.ca/legdocs/mmis/2021/q/bqrd/backgroundfile-166872.pdf>)

City Clerk's Office

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Council Secretariat Support  
City Hall, 12<sup>th</sup> Floor, West  
100 Queen Street West  
Toronto, Ontario M5H 2N2

Tel: 416-392-7032  
Fax: 416-392-2980  
e-mail: Marilyn.Toft@toronto.ca  
web: www.toronto.ca

**In reply please quote:  
Ref.: 21-MM32.12**

## **ONTARIO MUNICIPALITIES:**

**Subject: Member Motion Item 32.12  
Building the Early Learning and Child Care System Toronto Needs (Ward All)**

City Council on May 5 and 6, 2021, adopted the following:

1. City Council reaffirm the City of Toronto's support for building a system of early learning and child care services that are high-quality, public and not-for profit, affordable, inclusive and accessible for all families.
2. City Council express its support for the Government of Canada's April 19, 2021 budget announcement to invest in building a Canada wide system of Early Learning and Child Care and Indigenous Early Learning and Child Care, that builds on City of Toronto policies and service plans, and has adequate and ongoing operating and capital funding.
3. City Council communicate to the Provincial and Federal Governments, the City of Toronto's interest in working collaboratively, and participating in tri-lateral discussions as soon as possible, with the goal of achieving intergovernmental agreements by Fall 2021, and City Council make these negotiations a priority in our intergovernmental strategies.
4. City Council direct the General Manager, Children's Services to include in the June 2021 Growth Strategy Update report to the Economic and Community Development Committee and City Council, the opportunities and funding the Federal announcement could provide to expedite the Growth Strategy in Toronto, and to report to the Budget Committee on the City's share of new committed funding for child care once it is known.
5. City Council direct the General Manager, Children's Services to work closely with, and leverage the expertise of partners including the Province, City divisions, school boards and service providers to expand existing and develop new licensed child care services.

6. City Council request the City Clerk to distribute City Council's decision to other municipalities in Ontario, the Ontario Municipal Social Services Association and the Association of Municipalities of Ontario.

A handwritten signature in black ink, appearing to be 'M. Toft', written over the text 'for City Clerk'.

for City Clerk

M. Toft/wg

Attachment

Sent to: Prime Minister of Canada  
Premier, Province of Ontario  
Executive Director, Ontario Municipal Social Services Association  
Executive Director, Association of Municipalities of Ontario  
Municipalities in Ontario

c. City Manager

## City Council

### Member Motions - Meeting 32

MM32.12	ACTION	Adopted		Ward: All
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### Building the Early Learning and Child Care System Toronto Needs - by Councillor Mike Layton, seconded by Councillor Shelley Carroll

#### City Council Decision

City Council on May 5 and 6, 2021, adopted the following:

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3. City Council communicate to the Provincial and Federal Governments, the City of Toronto's interest in working collaboratively, and participating in tri-lateral discussions as soon as possible, with the goal of achieving intergovernmental agreements by Fall 2021, and City Council make these negotiations a priority in our intergovernmental strategies.
4. City Council direct the General Manager, Children's Services to include in the June 2021 Growth Strategy Update report to the Economic and Community Development Committee and City Council, the opportunities and funding the Federal announcement could provide to expedite the Growth Strategy in Toronto, and to report to the Budget Committee on the City's share of new committed funding for child care once it is known.
5. City Council direct the General Manager, Children's Services to work closely with, and leverage the expertise of partners including the Province, City divisions, school boards and service providers to expand existing and develop new licensed child care services.
6. City Council request the City Clerk to distribute City Council's decision to other municipalities in Ontario, the Ontario Municipal Social Services Association and the Association of Municipalities of Ontario.

#### Summary

The lack of affordable, high-quality early learning and child care is one of the most significant challenges for families in our City. The pandemic has exacerbated the situation, and

accentuated the importance of child care for Toronto parents.

We have seen the gendered-impact of the pandemic on women. We have experienced the toll on parents, particularly mothers, because of the lack of access to child care. We know women will continue to face huge barriers to equitable participation in our economy if child care is not at the centre of COVID-19 recovery strategies. We also know that underserved communities, low-income and BIPOC families, people with disabilities, and those who are precariously-employed will not share in the benefits of economic renewal without access to affordable child care.

A broad consensus has emerged across all sectors, including business, academic, social service and feminist organizations, that a robust system of accessible, high-quality child care services is essential for Canada's economic renewal. The time is now to make long-awaited progress on child care for Toronto families.

The Government of Canada has recognized that investment in child care is urgently needed, and of national importance, for families and the economy. As part of the Budget 2021, it has committed to build a Canada-wide Early Learning and Child Care system that is affordable, high-quality and accessible for all families. The plan calls for \$30 Billion over 5 years, with an ongoing annual expenditure of \$8.3 Billion. The goal is to reduce fees by 50 percent by 2022, and achieve an average cost of \$10.00 per day by 2026.

The announcement is welcome news for women, their families, and cities across the Country. Toronto manages the second largest system of child care services in the Country, and it is important for our City to show its support for building a strong system of Early Learning and Child Care in Toronto and across Ontario – and that we are ready to work with the Federal and Provincial governments to achieve it.

City Council must reinforce the urgency, and express our willingness to be partners with all levels of government, and to act now, with urgency, to ensure this promise becomes a reality for Toronto children and families.

### **Background Information (City Council)**

Member Motion MM32.12

(<http://www.toronto.ca/legdocs/mmis/2021/mmm/bord/backgroundfile-166359.pdf>)

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

**Meeting Minutes**

June 30, 2021

---

**Present:** Chair: Carman Kidd  
Members: Florent Heroux; Voula Zafiris  
Absent: Dan Dawson; Suzanne Othmer

**Also Present:** Jennifer Pye, Planner and Secretary-Treasurer

**Public:** Greg Major, Applicant A-2021-02

---

**1. Opening of Meeting**

*Resolution No. 2021-09*

Moved By: Florent Heroux  
Seconded By: Voula Zafiris

Be it resolved that the Committee of Adjustment meeting be opened at 1:31 p.m.

**Carried**

**2. Adoption of Agenda**

*Resolution No. 2021-10*

Moved By: Voula Zafiris  
Seconded By: Florent Heroux

Be it resolved that the Committee of Adjustment adopts the agenda as printed.

**Carried**

**3. Declaration of Pecuniary Interest**

None

**4. Adoption of Minutes**

*Resolution No. 2021-11*

Moved By: Florent Heroux  
Seconded By: Voula Zafiris

Be it resolved that the Committee of Adjustment for the City of Temiskaming Shores hereby approves the minutes of the May 26, 2021 Committee of Adjustment Meeting as printed.

**Carried**

**5. Public Hearings**

Chair Carman Kidd advised that this afternoon a public hearing is scheduled for one minor variance application.

The Planning Act requires that a public hearing be held before the Committee of Adjustment decides whether to approve such applications. The public hearing serves two purposes: first, to present to the Committee and the public the details and background to the proposed application and second, to receive comments from the public and agencies before a decision is made.

**5.1 Minor Variance Application A-2021-02 – Mickey Major on behalf of 1054642 Ontario Inc.**

The Chair declared the public hearing for Minor Variance Application A-2021-02 to be open.

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

**Meeting Minutes**

June 30, 2021

---

The Chair asked the Planner, Jennifer Pye, to summarize the proposal, provide any additional information that may be relevant and summarize any correspondence received to date regarding this application.

**Subject land:** 783491 Gray Road; DYMOND CON 3 S PT LT 8 PCL 10428SST.

**Purpose of the application:** The applicant is requesting permission to enlarge/expand the legal non-conforming use of the property, as well as relief from the following requirements of the City of Temiskaming Shores Zoning By-law 2017-154:

Provision	Zoning By-law	Subject Property
Table 7.3 – Commercial Zone – Highway Commercial (C2) Zone – Minimum interior side yard	4.5m	2.5m (east side)

The applicant is proposing to construct a 12.3m x 21.3m (40.5 x 70') addition to the existing welding shop building on the property.

**Statutory Public Notice:** The application was received on June 7, 2021 and was circulated to City staff. Notice of the complete application and the public hearing was advertised in the Temiskaming Speaker beginning on June 16, 2021 in accordance with the statutory notice requirements of the Planning Act. Notice of the application was also mailed to property owners within 60m of the subject land.

Jennifer Pye reviewed the planning report and advised that the application is consistent with the Provincial Policy Statement (2014), and meets the general intent and purpose of the City of Temiskaming Shores Official Plan and City of Temiskaming Shores Zoning By-law, and recommended that the Committee approve the application.

The Committee considered and adopted the following resolution:

Resolution No. 2021-12

Moved By: Voula Zafiris  
Seconded By: Florent Heroux

**Whereas** the Committee of Adjustment for the City of Temiskaming Shores has considered Minor Variance Application A-2021-02 as submitted by the Mickey Major on behalf of 1054642 Ontario Inc. for the following lands: 783491 Gray Road; DYMOND CON 3 S PT LT 8 PCL 10428SST.

**And whereas** the applicant is requesting permission to enlarge/expand the legal non-conforming use of the property, as well as relief from the following section of the City of Temiskaming Shores Zoning By-law 2017-154:

- 1) Section 7.4, Table 7.3 – Highway Commercial Zone Requirements – Minimum Interior Side Yard on Full Municipal Services – Minimum Exterior Side Yard is 4.5m. The applicant is requesting 2.5m on the east side

**And whereas** the Committee of Adjustment for the City of Temiskaming Shores has received the planning report dated June 23, 2021 and has considered the recommendations therein;

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

**Meeting Minutes**

June 30, 2021

---

**Be it resolved that** the Committee of Adjustment for the City of Temiskaming Shores hereby approves the request to expand/enlarge the legal non-conforming use of the property requested through Minor Variance Application A-2021-02.

**Further be it resolved that** the following variance be granted:

That the Committee of Adjustment grant relief from Section 7.4 of Zoning By-law 2017-154 to allow a minimum interior side yard on full municipal services of 2.5m.

**Subject to the following conditions:**

- 1) That That the reduction to the interior side yard applies only to the existing building and to the addition as proposed in this application.

**For the following reasons:**

In the opinion of the Committee:

1. The proposed enlargement of the legal non-conforming use on the property is desirable for the appropriate development of the subject property and will not have an unacceptable adverse impact on surrounding uses
2. The variance maintains the general intent and purpose of the City of Temiskaming Shores Official Plan;
3. The variance maintains the general intent and purpose of the City of Temiskaming Shores Zoning By-law;
4. The variance is desirable for the appropriate development or use of the land, building, or structure;
5. The variance is minor.

**Carried**

**6. New Business**

None

**7. Unfinished Business**

None

**8. Applications for Next Meeting**

Next meeting: July 28, 2021

**9. Adjournment**

*Resolution No. 2021-13*

Moved By: Florent Heroux

Seconded By: Voula Zafiris

Be it resolved that the Committee of Adjustment meeting be closed at 1:50 p.m.

**Carried**

---

Carman Kidd  
Chair

---

Jennifer Pye  
Secretary-Treasurer

---

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

Thursday, March 18, 2021  
Harley Twp. Hall, Hwy. #11  
New Liskeard, ON

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

**Regrets:** Laurie Bolesworth, Sheila Randell

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

Moved by: Matt Golcic

Seconded by: Doug Metson

BE IT RESOLVED THAT "the meeting of March 18, 2021 be called to order at 6:30 p.m. "

Carried

**2. Approval of Agenda**

Moved by: Doug Metson

Seconded by: Matt Golcic

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

Carried

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

Moved by : Earl Read

Seconded by : Kerry Stewart

BE IT RESOLVED THAT "the Minutes of the Meeting held December 17, 2020, be adopted as presented."

Carried

**4. Business Arising from Minutes**

None

**5. Committee Reports**

(a) Financial Report:

Moved by: Matt Golcic

Seconded by: Earl Read

BE IT RESOLVED THAT "the Finance Report for the months of December 2020 January 2021, and February 2021 be adopted as presented and be attached hereto, forming part of these Minutes".

Carried

Moved by : Matt Golcic  
Seconded by : Doug Metson  
WHEREAS: "It was recognized that the Safety Management System (SMS) needs upgrading";

BE IT RESOLVED THAT "the ETRAA agrees to purchase new SMS software to organize and track relevant information for approximately \$1,500.00 per year, supplied by AIRMAN."

Carried

- Martin West's final day of employment at the Earlton Airport will be April 17, 2021
- Property taxes were discussed and ongoing discussions will take place between the ETRAA and Armstrong Twp.
- A budget for 2021 is in progress
- Requests for Municipal Contributions have been sent out

**9. Closed Session**

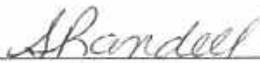
None

**10. Adjournment**

Moved by : Bryan McNair  
Seconded by : Pauline Archambault  
BE IT RESOLVED THAT "this meeting be adjourned at 7:47 p.m."

Carried

  
Chair

  
Secretary



June 11, 2021

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

Sent via email: [premier@ontario.ca](mailto:premier@ontario.ca)

**Re: Lyme Disease Awareness Month  
Our Files: 35.31.99/35.23.12**

Dear Premier Ford,

At its meeting held on May 31, 2021, St. Catharines City Council approved the following motion:

“WHEREAS May is Lyme Disease National Awareness Month; and

WHEREAS the City of St. Catharines Strategic Plan includes improving livability for all; and

WHEREAS Niagara Region is a high-risk area for ticks and Lyme Disease, and cases continue to increase; and

WHEREAS Ontario health does not cover treatment and testing for all strains of Lyme Disease; and

WHEREAS Lyme Disease is a crippling disease if not diagnosed and treated appropriately;

THEREFORE BE IT RESOLVED the City of St. Catharines call on the Ontario government to expand testing to all strains of Lyme Disease and improve the level of treatment and care for those diagnosed with this crippling disease; and

BE IT FURTHER RESOLVED the Premier of Ontario, Ontario Minister of Health, local MPPs, Niagara Health, Niagara Region Public Health, all Ontario municipalities, and the Association of Municipalities of Ontario be sent correspondence of Council's decision; and

BE IT FURTHER RESOLVED the Mayor bring this matter to the attention of the Niagara Region and request that the Region build an awareness campaign with on-line resources for families with Lyme Disease.”

PO Box 3012, 50 Church St., St. Catharines, ON L2R 7C2

Tel: 905.688.5600 | TTY: 905.688.4889 | [www.stcatharines.ca](http://www.stcatharines.ca)



If you have any questions, please contact the Office of the City Clerk at extension 1524.

A handwritten signature in black ink, appearing to read "Bonnie Nistico-Dunk".

Bonnie Nistico-Dunk, City Clerk  
Legal and Clerks Services, Office of the City Clerk  
:mb

cc: Ontario Minister of Health  
Niagara Area MPPs  
Niagara Health  
Niagara Region Public Health  
Niagara Region  
Ontario Municipalities  
Association of Municipalities of Ontario, [amo@amo.on.ca](mailto:amo@amo.on.ca)  
Melissa Wenzler, Government Relations Advisor

## Logan Belanger

---

**From:** noreply@esolutionsgroup.ca on behalf of Ryan Doyle [REDACTED]  
**Sent:** Monday, June 21, 2021 2:54 AM  
**To:** Logan Belanger  
**Subject:** \*\*\*-Bullying Elimination Week Proclamation-\*\*\*

Attention Mayor Carman Kidd!

My name is Ryan Doyle. I'm a Canadian Author of an anti-bullying book entitled "Tears of Loneliness" which is a partial memoir that chronicles my personal experiences involving bullying on a grade-by-grade basis. The remaining sections of "Tears of Loneliness" are tremendously helpful for victims of bullying as well as their family and friends.

I have made several news appearances to promote my book, but mainly to raise awareness about bullying, and to shed light on the fact that bullying must be eliminated from society at all costs. Now more than ever this country needs unity. It is my mission to declare May 23rd- 30th 2022 "Bullying Elimination Week".

On the dawn of my 28th birthday on Wednesday, March, 18th, 2015, I saved my mother's life. She went into cardiac arrest and I used CPR to save her with the help of my father. She made a full recovery. I was presented with the "2015 City of Oshawa Heroism Award" for saving her life. I would like to declare May, 23rd-30th, 2022 "Bullying Elimination Day" because May, 28th is my mother's birthday.

I'm confident that you will help me turn my mission into an inspirational reality. I need your help to make this happen. You're an excellent Mayor. I trust that you will assist me with this matter of urgency. You continue to go above and beyond for Canadians.

Thank you for your time,

Cordially,

Ryan Doyle

News Appearances:

"International Bullying Elimination Day". Hosted By: Ryan Doyle. Author of "Tears of Loneliness: The Angel Within". - "International Bullying Elimination Day" | iHeartRadio

<https://www.thestar.com/news/canada/2021/02/24/standing-up-against-bullying.html>

<https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fglobalnews.ca%2fvideo%2f3876224%2fbullying-survivor-speaks-out&c=E,1,RLXWTeDOR6wxK1NbtT7eK8iAXJemZzpAcN9DdGwxnDSnZnjdX0ZPBI4xELmb1PdHS0HJXul3OMLkoYEEW2rI82MbyTpP0ur9aHEmbUg6M2p7DexdS5Rhthc,&typo=1>

<https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fglobalnews.ca%2fvideo%2f4054531%2ftears-of-loneliness-the-angel-within-is-a-self-help-memoir-by-ryan-doyle-a-survivor-of-bullying&c=E,1,gkof1C3-LytYwkl1mP1C1yTbiSFhS6ElhQgZWmqX3CQpzPVrbA2zeTf6u8tBS0DHyr-ZNJ9SgMEE8yjEIOWuEqBGzISEI-LHtRPFYQG3u8VQ0EQf-7U4gfq1vj8,&typo=1>

Origin: [https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fwww.temiskamingshores.ca%2fen%2fcity-hall%2fContact-Us.aspx&c=E,1,gHVy7g-NKPTGkYGWRumdYPW5ztaYB4FH3FBne8GZUfJX0On8u7G1t2ej2Kd6XwyVXm21UO6Vkf81yTAGzruHCixvjq76F-N64h6D1\\_EsLhfMwaBqY8HJohY,&typo=1](https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fwww.temiskamingshores.ca%2fen%2fcity-hall%2fContact-Us.aspx&c=E,1,gHVy7g-NKPTGkYGWRumdYPW5ztaYB4FH3FBne8GZUfJX0On8u7G1t2ej2Kd6XwyVXm21UO6Vkf81yTAGzruHCixvjq76F-N64h6D1_EsLhfMwaBqY8HJohY,&typo=1)  
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This email was sent to you by Ryan Doyle<[ryanddd123@hotmail.com](mailto:ryanddd123@hotmail.com)> through <https://www.temiskamingshores.ca>.

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

Finance Department Contact:  
Laura-Lee MacLeod, Treasurer

6-Aug-21

**GENERAL CAPITAL**  
**Revenues & Expenditures**  
**as at July 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	47,268	3,103,939	(3,056,671)				
	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	167,159	195,000	(27,841)				
	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	63,973	300,000	(236,027)				
<b>Total Revenues</b>		<b>4,225,427</b>	<b>12,268,255</b>	<b>(8,042,828)</b>				
<b>EXPENDITURES:</b>								
<b>Corporate Services:</b>	Cemetery Columbarium Upgrades		15,000	15,000				
	Asset Management Software	8,721	100,000	91,279	10%	X		
<b>Fire:</b>	Jordair Fill Station (Stn #1)	11,224	11,200	-24	100%	X		
<b>Public Works:</b>	2021 Roads Program		5,000,000	5,000,000	50%	X		
	Roy's Bridge (Uno Park Road)	190,627	195,000	4,373	25%	X		
	Street Lights - Grant Drive	814	130,000	129,186	25%	X		
	Engineering - Bridges Structural Report		20,000	20,000	25%	X		
	Decorative Street Light LED Upgrades Phase 1		75,000	75,000				
	Radley Hill Road Crossing Engineering	507	49,000	48,493	25%	X		
<b>Solid Waste:</b>	Landfill Expansion	6,365	1,500,000	1,493,635	20%	X		
	Spoke Transfer Station - Rehab Project	28,865	50,000	21,135	100%	X		
<b>Property Mtnce:</b>	Haileybury Fire Station	4,579	2,513,000	2,508,421	50%	X		
	NL Arena Accessibility Project	18,425	450,000	431,575	15%	X		
	PFC Upgrades	21,746	43,750	22,004	50%	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	25%	X		
	Tri Axle Dump Truck		225,000	225,000	75%	X		
	Loader		350,000	350,000	75%	X		
	Fire Rescue		415,000	415,000	75%	X		
<b>Transit:</b>	Bus Shelters		20,000	20,000	50%	X		
	Ridership App		99,000	99,000	25%	X		
<b>Recreation:</b>	Tennis Court Resurfacing		70,000	70,000	15%	X		
	Pool Regrouting	22,879	31,000	8,121	100%	X		
	Splash Pad	326,147	550,000	223,853	50%	X		
	Stairmaster		11,000	11,000	50%	X		
	Farr Park - Old Hilby Food Bank Demolition		10,000	10,000	15%	X		
	Wabi Pedestrian Project - Engineering		20,000	20,000	15%	X		
	COVID Resilience Project		100,000	100,000	15%	X		
<b>Total Expenditures</b>		<b>704,304</b>	<b>12,268,255</b>	<b>11,433,951</b>				

**ENVIRONMENTAL CAPITAL**  
**Revenues & Expenditures**  
as at July 2021

	<b>2021</b>		
	<b>Actual</b>	<b>Budget</b>	<b>Variance B/(W)</b>
<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	84,353	100,000	15,647
Farr Drive Sewer Repair		35,000	35,000
Robert/Elm Pumping Station	116,510	190,000	73,490
Hwy 11 Emergency Watermain Relocation		162,000	162,000
<b>Total Expenditures</b>	<b>0</b>	<b>487,000</b>	<b>286,137</b>

# Memo

**To:** Mayor and Council  
**From:** Jennifer Pye, Planner  
**Date:** July 28, 2021  
**Subject:** Deeming By-law for Heon – 91 Station Street  
**Attachments:** Appendix 01: Deeming By-law Application Form  
 Appendix 02: Draft Deeming By-law (**Please refer to By-law No. 2021-117**)

---

Mayor and Council:

Brett Heon has submitted a request for a deeming by-law for his property at 91 Station Street in North Cobalt. A building permit has been issued for Mr. Heon to construct a carport on the south side of the existing dwelling on the property, as well as a front porch which would space the property line between the lots. The building permit was issued based on the property owner submitting the deeming by-law application form, and given the fact that the dwelling has existed on the property for a number of years, and there are many properties in similar situations in the City. The property is described as: PLAN M52NB LOTS 89, 91 PCLS 7867NND,15405SST STATION ST W.

The subject property is designated Residential Neighbourhood in the City of Temiskaming Shores Official Plan and is zoned Medium Density Residential (R3) in the City of Temiskaming Shores Zoning By-law.

If the deeming by-law is passed it will be registered on title at the Owner's expense. It is recommended that Council pass the deeming by-law.

Prepared by:

Reviewed by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Jennifer Pye, MCIP,  
RPP  
Planner

Shelly Zubycyk  
Director of Corporate  
Services

Christopher W. Oslund  
City Manager



The City of Temiskaming Shores  
P.O. Box 2050  
325 Farr Drive  
Haileybury, Ontario POJ 1K0  
705-672-3363

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

**Approval authority:**  
Council of the City of Temiskaming Shores

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

Office Use Only	
File No.:	<u>D-2021-03</u>
Date Received:	<u>July 14, 2021</u>
Roll No.:	5418- <u>030-009-38600</u>

**1. Owner Information**

Name of Owner: Brett Heon  
Mailing Address: [REDACTED]  
Email Address: [REDACTED] Phone: [REDACTED]

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

Name of Owner: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Name of Agent: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Owner     Applicant/Agent

**4. Property Information**

a. Location of the subject land:

Dymond     New Liskeard     Haileybury

Municipal Address 91 Station Street NorthCobalt
Legal Description (concession and lot numbers, reference plan and lot/part numbers) Plan M52NB Lots 89,91 PCLS 7867NND,15405SST STATION ST W REG 8184.00SF 66.00FR 124.00D

b. Date the property/properties were acquired by the current owner: Sept. 1995

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

Yes     No

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

**5. Reason a deeming by-law is required:**

Building permit

**6. Registration of By-law**

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

Name of Lawyer: PAUL CROMBEEN  
Name of Firm: KEMP PIRIE CROMBEEN  
Mailing Address: PO BOX 1540 NEW LISKEARD P05 1P0  
Email Address: nllaw@kempirie.com Phone: 705 647 7353



**10. Declaration of Applicant**

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

I, BRETT HEON of the CITY OF TEMISKAMING SHORES  
in the DISTRICT of TEMISKAMING make oath and say  
(or solemnly declare) that the information contained in this application is true and that the information contained in the documents that accompany this application is true and I make this solemn declaration conscientiously knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

Sworn (or declared) before me

at the City of Temiskaming Shores  
in the District of Timiskaming  
this 14<sup>th</sup> day of July, 2021

Brett Heon  
Signature of Applicant

Jennifer Pye  
A Commissioner for Taking Affidavits

Jennifer Lynn Pye, a Commissioner, etc.,  
Province of Ontario, for the Corporation of the  
City of Temiskaming Shores  
Expires June 26, 2024.

# Memo

**To:** Mayor and Council  
**From:** Jennifer Pye, Planner  
**Date:** July 28, 2021  
**Subject:** Deeming By-law for Mignault and Roberge – 441 Lawlor Street  
**Attachments:** Appendix 01: Deeming By-law Application Form  
 Appendix 02: Draft Deeming By-law (**Please refer to By-law No. 2021-118**)

---

Mayor and Council:

René Mignault and Lynne Roberge have submitted a request for a deeming by-law for their property at 441 Lawlor Street in Haileybury. The applicants are seeking the deeming by-law in order to permit the construction of a detached private garage. The property is described as: PLAN M48NB LOTS 182,185 PCL 24990SST.

The subject property is designated Residential Neighbourhood in the City of Temiskaming Shores Official Plan and is zoned Medium Density Residential (R3) in the City of Temiskaming Shores Zoning By-law.

If the deeming by-law is passed it will be registered on title at the Owner's expense. It is recommended that Council pass the deeming by-law.

Prepared by:

Reviewed by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Jennifer Pye, MCIP,  
RPP  
Planner

Shelly Zubyck  
Director of Corporate  
Services

Christopher W. Oslund  
City Manager

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

**Approval authority:**  
Council of the City of Temiskaming Shores

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

Office Use Only
File No.: <u>0-2021-04</u>
Date Received: <u>July 27, 2021</u>
Roll No.: 5418- <u>030-005-138.00</u>

**1. Owner Information**

Name of Owner: René Mignault

Mailing Address: [REDACTED]

Email Address: [REDACTED] Phone: [REDACTED]

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

Name of Owner: Lynne Roberge

Mailing Address: [REDACTED]

Email Address: [REDACTED] Phone: [REDACTED]

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

Name of Agent: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Owner     Applicant/Agent

**4. Property Information**

a. Location of the subject land:

Dymond     New Liskeard     Haileybury

Municipal Address <b>441 Lawlor Street</b>
Legal Description (concession and lot numbers, reference plan and lot/part numbers) Pcl 24990 Sec SST Lt 182, 185 Pl M48NB Bucke, Municipality of Temiskaming Shores, Bistrict of Temis

b. Date the property/properties were acquired by the current owner: March 16, 2015

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

Yes     No

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

--

**5. Reason a deeming by-law is required:**

Owners would like to build a new structure with all necessary appurtenances to be used as a garage .
--

**6. Registration of By-law**

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

Name of Lawyer: Marc Ducharme

Name of Firm: Ducharme Law

Mailing Address: 51A Armstrong St N, New Liskeard, On, P0J 1P0

Email Address: marc@ducharmelaw.ca      Phone: 705-680-0022

**7. Applicant/Agent Authorization**

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

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

Date: \_\_\_\_\_ Signature of Owner: \_\_\_\_\_

Date: \_\_\_\_\_ Signature of Owner: \_\_\_\_\_

**8. Authorization for Site Visits**

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

  
\_\_\_\_\_  
*Applicant Initial*

  
\_\_\_\_\_  
*Applicant Initial*

**9. Notice re: Use and Disclosure of Personal Information**

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

  
\_\_\_\_\_  
*Applicant Initial*

  
\_\_\_\_\_  
*Applicant Initial*

**10. Declaration of Applicant**

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

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

**Sworn (or declared) before me**

at the City of Temiskaming Shores  
in the Province of Ontario  
this 22 day of July 2021

René Mignault  
Signature of Applicant

[Signature]  
A Commissioner for Taking Affidavits

**10. Declaration of Applicant**

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

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

**Sworn (or declared) before me**

at the City of Temiskaming Shores  
in the Province of Ontario  
this 22 day of July, 2021

Lynne Roberge  
Signature of Applicant

[Signature]  
A Commissioner for Taking Affidavits

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**Subject:** Site Plan Agreement: In & Out  
Truck Wash, 437025 Hwan Drive

**Report No.:** CS-032-2021

**Agenda Date:** August 10, 2021

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### **Attachments**

**Appendix 01:** Draft by-law to enter into Site Plan Agreement (**Please refer to By-law No. 2021-119**)

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-032-2021; and
2. That Council agrees to enter into a Site Plan Agreement with In & Out Truck Wash for the property at 437025 Hawn Drive; and
3. That Council directs staff to prepare the necessary by-law to enter into a Site Plan Agreement with In & Out Truck Wash for the property at 437025 Hawn Drive for consideration during the by-law portion of the August 10, 2021 Regular Council meeting.

### **Background**

In & Out Truck Wash owns two lots in the Dymond Industrial Park which were purchased in 2019 and 2020. The lots were rezoned after each respective purchase to permit a motor vehicle washing establishment. The applicant intends to construct a motor vehicle washing establishment to service large vehicles such as transport trucks, motor homes, busses, etc.

The property is designated Employment Areas in the City of Temiskaming Shores Official Plan and is zoned Manufacturing Industrial Exception 3 (M2-3) in the City of Temiskaming Shores Zoning By-law. The purpose of the exception in the case is to permit the motor vehicle washing establishment, as such use is not permitted as of right in the M2 Zone.

### **Analysis**

The application and plans were circulated to applicable City staff. Comments were received regarding the adequacy of the existing on-site water and sewer services for the building and it was requested that this be confirmed. A clause has been included in the draft site plan agreement requiring confirmation from the City's Manager of Environmental Services that these services are adequate to support the development.

This application was not circulated to the Temiskaming Shores Accessibility Advisory Committee (TSAAC) for review. The nature of the development does not invite public access other than within their individual vehicles. The operation also does not necessitate on-site staff, and as such it was determined that there would be no public benefit to reviewing accessibility considerations over and above any Building Code requirements.

Based on estimates provided by the owner's engineer, security in the amount of \$75,586.00 will be required to be posted with the City prior to the issuance of a building permit. The security ensures that the on-site and off-site works are completed in accordance with the approved site plan and agreement, and gives the City a deposit from which to draw in case the work is not completed as proposed.

Staff recommends that Council adopt a by-law enter into a Site Plan Agreement with In & Out Truck Wash Ltd. The agreement will be limited on title to the property at the owner's expense.

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

- City of Temiskaming Shores Zoning By-law 2017-154
- Site Plan Control By-law 2018-097

### **Consultation / Communication**

- Consultation with City staff as necessary
- Per Section 41 of the Planning Act, RSO 1990 c.P. 13, public notification/circulation is not required for Site Plan Agreements

### **Financial / Staffing Implications**

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

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

Staffing implications related to this matter are limited to normal administrative functions and duties.

### **Alternatives**

No alternatives were considered



**Submission**

Prepared by:

Reviewed by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Jennifer Pye, MCIP, RPP  
Planner

Shelly Zubyck  
Director of Corporate  
Services

Christopher W. Oslund  
City Manager

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**Subject:** Animal Control By-law Amendment      **Report No.:** CS-033-2021  
**Agenda Date:** August 10<sup>th</sup>, 2021

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### **Attachments**

Appendix 1- Off Leash Dog Park Draft By-law (**Please refer to By-law No. 2021-121**)

Appendix 2- Draft By-law to Amend By-law No. 2013-051 (**Please refer to By-law No. 2021-120**)

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-033-2021;
2. That Council directs staff to prepare the necessary by-law to adopt a Off Leash Dog Park for Council's consideration at the August 10<sup>th</sup>, 2021 Regular Council Meeting;
3. That Council directs staff to prepare the necessary by-law, to amend Section 4.5, Appendix 3 and Appendix 4 of By-law 2013-051, being a by-law to regulate the keeping of animals and the registration of dogs and cats within the City, for Council's consideration for First and Second Readings at the August 10<sup>th</sup>, 2021 Regular Council Meeting; and
4. That Council directs staff to submit the short-term wording and set fines to the Ministry of the Attorney General and the Regional Senior Justice of the Ontario Court of Justice respectively prior to Final Reading of the By-law.

### **Background**

In 2018, staff were contacted by a resident requesting that the Protection to Persons and Property (PPP) Committee and Council consider an amendment(s) to the City's Animal Control By-law specifically dealing with the issue of pet excrement on an animal owner's property.

The matter was addressed by the PPP Committee on June 26, 2018 and a letter was sent to the owners of property in question. Since then, the resident has indicated the removal of dog feces continues to be an issue. They are requesting that Council consider more precise wording in the Animal Control By-law to address the matter in the future.

Currently, Section 4.5 of the City's By-law states the following:

**4.5**      *Required to Stoop and Scoop*

**4.5.1**      *Every owner or person who keeps a dog or cat or animal shall forthwith remove and dispose of excrement left by the dog or cat or animal on any public property or private property without the consent of the owner of the property.*

**4.5.2**      *Notwithstanding Section 4.5.1 this requirement shall not apply to a Service Animal.*

The Stoop and Scoop provisions in the City's Animal Control By-law are silent relating to the removal and disposal of excrement from a pet owner's own premises.

**Analysis**

Staff conducted a review of best practices in other Ontario municipalities. Many towns and cities regulate "Stoop & Scoop" on pet owner's own properties – not just public lands or neighbouring properties.

A couple of examples include the following:

**CITY OF MISSISSAUGA**

**PART VII: EXCREMENTS**

Every owner of an animal shall remove forthwith any excrement left by the animal on any property including highways.

**CITY OF OTTAWA**

Every owner of a dog shall immediately remove any feces left by the dog 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 or the person having care, custody or control of the dog.

Every owner of a dog shall dispose of any feces removed pursuant to Section 37 on his or her premises.

Every owner of a dog shall remove from his or her premises, in a timely manner, feces left by such dog, so as not to disturb the enjoyment, comfort, convenience or an person in the vicinity of the premises.

## CITY OF SUDBURY

No Person shall Keep a Dog or Cat in a condition:

- (a) which results in an odour, insect infestation, rodent attractants or an accumulation of fecal matter; or
- (b) where an odour, insect infestation, rodent attractants or the accumulation of fecal matter:
  - (i) endanger or are likely to endanger the health of any Person, Dog, Cat or other Domestic Animal; (ii) disturbs or is likely to disturb the enjoyment, comfort or convenience of any Person.

A full review of the Animal Control By-law is warranted, however, in the interim staff feel the issue of “Stoop and Scoop” does need to be addressed.

Staff is recommending that Section 4.5 of the City’s Animal Control By-law be amended as follows:

### **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.

The amendment was discussed at the June 16<sup>th</sup>, 2021 PPP Committee meeting and passed a recommendation supporting the amendment.

In addition, staff have identified the need for an off-leash dog park at Murray Daniels Park. Attached as Appendix 1 is the draft By-law for Council’s consideration.

The draft by-law was discussed at the PPP Committee meeting and the Recreation Committee meeting. Both committees supported the draft by-law.

Please note: Short Form Wording and Set Fines in the draft by-law must be approved by the Ministry of the Attorney General and the Regional Senior Justice of the Ontario Court of Justice respectively prior to Final Reading of the by-law, only First and Second Readings are recommended prior to those approvals.

**Consultation / Communication**

- Consultation with Protection to Persons and Property Committee
- Consultation with the Recreation 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**

**Submission**

Prepared by:

Reviewed and submitted for Council’s consideration by:

*“Original signed by”*

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*“Original signed by”*

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Shelly Zubyck  
Director of Corporate Services

Christopher W. Oslund  
City Manager

## Memo

**To:** Mayor and Council  
**From:** Steve Burnett, Manager of Environmental Services  
**Date:** August 10, 2021  
**Subject:** Battery Collection Agreement – Call2Recycle  
**Attachments:** Appendix 01 - Call2Recycle Agreement (**Please refer to By-law No. 2021-022**)

---

Mayor and Council:

In February of 2020, the new Ontario Battery Regulation came into effect under the Resource Recovery and Circular Economy Act, 2016. This new regulation changes how batteries were previously collected and recycled as a full producer responsibility model has been adopted.

During our annual Household Hazardous Waste Collection Events (Orange Drop), batteries are an accepted material. As a result of the new regulation and to be compensated for this material, the City must enter into an agreement with a Producer Responsible Organization (PRO) in where the batteries are delivered. Drain-All, the City's service provider for the collection event, delivers the batteries to Call2Recycle.

Call2Recycle has been operating a voluntary collection program in Ontario for both single-use and rechargeable batteries since 1997. In 2020 Call2Recycle became a registered PRO as a result of the new regulation.

At the Public Works Committee Meeting held on July 28, 2021, this item was discussed resulting in the following recommendation:

*Recommendation PW-2021-041*

*Moved by: Mayor Carman Kidd*

*Be it resolved that:*

*The Public Works Committee hereby recommends that Council consider entering into an agreement with Call 2 Recycle for the purpose of recycling batteries.*

**CARRIED**

Therefore, it is staff's recommendation to enter an agreement with Call2Recycle for the acceptance of recycled single-use and rechargeable batteries collected within Temiskaming Shores. Appendix 01 outlines the agreement.



Prepared by:

*“Original signed by”*

---

Steve Burnett  
Manager of Environmental Services

Reviewed and submitted for Council's  
consideration by:

*“Original signed by”*

---

Christopher W. Oslund  
City Manager

## **Memo**

**To:** Mayor and Council  
**From:** Steve Burnett, Manager of Environmental Services  
**Date:** August 10, 2021  
**Subject:** Investing in Canada Infrastructure Program (ICIP) – Green Stream 2<sup>nd</sup> Intake  
**Attachments:** N/A

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Mayor and Council:

On July 13, 2021, the Ministry of Infrastructure announced that the second intake of funding under the Green Stream of the Investing in Canada Infrastructure Program (ICIP) opened. This intake is open to municipalities and First Nation communities with populations under 100,000 and will be focused on drinking water projects. Applicants will be able to apply for a maximum of \$5 million in total eligible costs, including contingency with a deadline to submit of September 9, 2021.

As Council will recall, the City applied for funding under the first intake of the Green Stream for the installation of a UV system for the effluent at the Haileybury Wastewater Treatment Facility. This application was denied during the first reviewal stage. The first intake of the Green Stream focused on health and safety surrounding wastewater. This second intake focusses on health and safety surrounding potable drinking water systems resulting in the UV system not meeting the criteria.

As wastewater (storm and sewer) are not eligible under this intake, the funding opportunity is limited to our water treatment facilities. At the Haileybury Water Treatment Facility, the filter system which consists of 3 sand media base filters, are original to the facility and are experiencing signs of failure. In addition, all associated piping and most appurtenances are original as well.

Due to the technical nature of the application, staff reached out to 2 engineering firms to provide informal quotations for the preparation of the application on the City's behalf. EXP's submission met all criteria and was the lowest in the amount of \$250.00.

This topic was discussed at the recent Public Works Committee Meeting held on July 28, 2021 resulting in the following recommendation:

### *Recommendation PW-2021-040*

*Moved by: Mayor Carman Kidd*

*Be it resolved that:*



*The Public Works Committee hereby recommends that Council consider supporting the submission of an application to Intake 2 of the ICIP Green Stream funding for the refurbishment of the filters with associated piping and appurtenances at the Haileybury Water Treatment Plant.*

**CARRIED**

It is therefore staff's recommendation that Council support the submission of an application to the second intake of the ICIP Green Stream funding for the refurbishment of the filters with associated piping and appurtenances at the Haileybury Water Treatment Plant and to engage EXP for the preparation of the application. Sufficient funds to cover EXP's cost is available within the Environmental Operating Budget.

As accurate engineering and construction costs for the project will be developed through the application process and are not available at this time, a report to Council with the accurate project cost will be submitted once the application is finalized.

Prepared by:

Reviewed and submitted for Council's consideration by:

*"Original signed by"*

*"Original signed by"*

Steve Burnett  
Manager of Environmental Services

Christopher W. Oslund  
City Manager

---

**Subject:** Lions Tennis Court – RFT Award

**Report No.:** RS-017-2021

**Agenda Date:** August 10, 2021

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### **Attachments**

Appendix 01 – Bid Results

Appendix 02 – Draft Agreement (**Please refer to By-law No. 2021-123**)

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-017-2021;
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with Bourassa Sport Technologie Inc, for the repair and resurfacing of the New Liskeard Lions Tennis Courts, in the amount of \$98,500 plus applicable taxes, for consideration at the August 10, 2021 Regular Council Meeting; and
3. That Council approves the reallocation of \$30,250 from the Don Shepherdson Memorial Arena Accessibility Capital Project, which will be unspent this year, to the Tennis Court Resurfacing Capital Project.

### **Background**

The New Liskeard Lions Tennis Courts are a well-used recreation asset located on Wellington St. in New Liskeard. The courts have not had significant maintenance completed in a number of years and as a result, the courts show significant deterioration.

As per the Recreation Master Plan, the courts are a significant local asset for use by members of the public for free during summer months. The work contained in RS-RFT-002-2021 will see the facility turned into a true multi-sport facility with a basketball court, two tennis courts, and six pickleball courts available to use once completed.

Staff released RS-RFT-002-2021 – Tennis Court Resurfacing on July 5, 2021 which requested bids from qualified contractors to repair surface defects and complete a full resurfacing of the court.

RS-RFT-002-2021 – Tennis Court Resurfacing was released on the city’s website, Biddingo and was sent to directly to a number of qualified contractors.

### **Analysis**

One submission was received in response to RS-RFT-002-2021 by the closing date of July 27, 2021 at 2:00pm. The proposal was reviewed and evaluated in accordance to the requirements of the RFT and deliverables to be provided by the submitter.

Appendix 01 shows the results of the bids.

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

- 2021 Capital Budget
- By-law No. 2017-015 – Procurement Policy

### **Financial / Staffing Implications**

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

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

The 2021 Capital Budget allocated \$70,000 towards this project. Staff are proposing to reallocate \$30,250 from the DSMA Accessibility project which will be unspent this year to the Tennis Court Resurfacing Project.

### **Alternatives**

1. Council could decide to cancel RS-RFT-002-2021 and not complete this work.
2. Council could direct staff to reissue RS-RFT-002-2021 however it is unlikely that this would allow this project to be completed this year.



**Submission**

Prepared by:

Reviewed and submitted for Council's  
consideration by:

*"Original signed by"*

---

*"Original signed by"*

---

Mathew Bahm  
Director of Recreation

Christopher W. Oslund  
City Manager

Document Title: **RS-RFT-002-2021 Lions Tennis Courts Resurfacing**

Closing Date: **Tuesday, July 27, 2021**

Closing Time: **2:00 p.m.**

Department: **Recreation**

Opening Time: **2:30 p.m.**

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

**City of Temiskaming Shores:**

Logan Belanger, Clerk	Kelty Conlin Deputy Clerk	Paul Allair Superintendent of Parks and Facilities	
		<i>teleconference</i>	

**Others (teleconference):**

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**Submission Pricing**

Bidder: *Bawansa Sport Technologies Inc*

Description	Amount
Lump Sum Price (exclusive of HST)	\$ <i>98,500.00</i>

Bidder:

Description	Amount
Lump Sum Price (exclusive of HST)	\$

Bidder:

Description	Amount
Lump Sum Price (exclusive of HST)	\$

Bidder:

Description	Amount
Lump Sum Price (exclusive of HST)	\$

Bidder:

Description	Amount
Lump Sum Price (exclusive of HST)	\$

Bidder:

Description	Amount
Lump Sum Price (exclusive of 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. 2021-113**  
**Being a by-law to appoint a Chief Building Official –**  
**Michael Pilon**

**Whereas** Section 3 (2) of the Building Code Act, S.O. 1992, Chapter 23, requires that the Council of each municipality appoint a Chief Building Official and such Inspectors as are necessary for the enforcement of the Building Code Act, its associated Regulations and any by-laws passed there under; and

**Whereas** Council passed By-law No. 2021-044 on April 6, 2021 to appoint Michael Pilon as an Interim as Chief Building Official for The Corporation of the City of Temiskaming Shores; and

**Whereas** Council desires to repeal the Interim appointment of Michael Pilon and enact a Permanent Appointment of Michael Pilon as Chief Building Official for The Corporation of the City of Temiskaming Shores.

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

1. That **Michael Pilon** is hereby appointed as Chief Building Official for The Corporation of the City of Temiskaming Shores.
2. That By-law No. 2021-044, being a by-law to appoint an Interim Chief Building Official is hereby repealed.
3. That this By-law shall come into force and take effect on July 12, 2021.

**Read a first second and third time and finally passed** this 10<sup>th</sup> day of August, 2021.

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Mayor

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Clerk

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

**By-law No. 2021-114**

**Being a by-law to amend By-law No. 2019-001 to appoint Council Committees and Council Representatives to various Boards & Committees for the December 1, 2018 to November 30, 2022 Term of Council**

**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. 2019-001, being a by-law to appoint Council Committees and Council Representatives to various Boards & Committees for the December 1, 2018 to November 30, 2022 Term of Council, on December 3, 2018; and

**Whereas** Council adopted Resolution No. 2021-314 at the July 13, 2021 Regular Council meeting, and directed staff to prepare the necessary by-law to amend By-law No. 2019-001 to appoint Council representatives on the Temiskaming Shores (Ad Hoc) Climate Change Committee, for consideration at the August 10, 2021 Regular Council meeting

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

1. That Schedule "A" to By-law No. 2019-018, as amended be further amended by including a line item to appoint the following Council representatives to the **Temiskaming Shores (Ad Hoc) Climate Change Committee** for the 2019-2022 Term of Council:
  - Mayor Carman Kidd;
  - Councillor Foley; and
  - Councillor Hewitt.
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 10<sup>th</sup> day of August 2021.

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Mayor

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Clerk

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

**By-law No. 2021-115**

**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 supports the Liskeard Business Improvement Area Board of Management Committee Recommendation to appoint Christine Benn, Gayle McNaughton and Suzanne Othmer as community representatives on the New Liskeard Business Improvement Area Board of Management Committee; and

**Whereas** Council acknowledges the resignation of Mr. Mike Fila as community representative from the Age Friendly Committee, and Ms. Pascale Payette from the New Liskeard Business Improvement Area Board of Management Committee; and

**Whereas** Council adopted Resolution No. 2021-314 at the July 13, 2021 Regular Council meeting, and directed staff to prepare the necessary by-law to amend By-law No. 2019-018 to appoint Paul Cobb; Maria McLean; and Jamie Dabner as community representatives on the Temiskaming Shores (Ad Hoc) Climate Change Committee, for consideration at the August 10, 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 removing **Mike Fila** as a community representative to the Age Friendly Committee for the 2019-2022 Term of Council;
2. That Schedule "A" to By-law No. 2019-018, as amended be further amended by removing **Pascale Payette** as a community representative to the New Liskeard Business Improvement Area (BIA) Board of Management Committee for the 2019-2022 Term of Council;
3. That Schedule "A" to By-law No. 2019-018, as amended be further amended by adding **Christine Benn, Gayle McNaughton** and **Suzanne Othmer** as community representatives to the New Liskeard Business Improvement Area (BIA) Board of Management Committee for the 2019-2022 Term of Council;
4. That Schedule "A" to By-law No. 2019-018, as amended be further amended by including a chart to appoint **Paul Cobb; Maria McLean;** and **Jamie Dabner** as community representatives to the **Temiskaming Shores (Ad Hoc) Climate Change Committee** for the 2019-2022 Term of Council; and
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, second and third time and finally passed** this 10<sup>th</sup> day of August, 2021.

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Mayor

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Clerk

## The Corporation of the City of Temiskaming Shores

### By-law No. 2021-116

#### **A By-Law to Authorize the Execution of the Transfer Payment Agreement for the Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream – Local Government Intake Between Her Majesty the Queen in Right of the Province of Ontario Represented by the Minister of Infrastructure for the Province of Ontario and the Corporation of the City of Temiskaming Shores**

**Whereas** Section 8 of the Municipal Act 2001, c.25, as amended, states that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority; and

**Whereas** Section 9(1) of the Municipal Act 2001, c.25, as amended, interprets Section 8 as to enable a municipality to govern their affairs as they consider appropriate; and

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

**Whereas** Council considered Memo No. 015-2020-RS at the December 1, 2020 Regular Council meeting and directed staff to submit an application for the Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream – Local Government Intake; and

**Whereas** the City was notified that the application was successful for the STATO Trail Extension on Farr Drive Project, under the ICIP COVID-19 Resilience Infrastructure stream – Local Government Intake.

**Now therefore** the Council of The Corporation of the City of Temiskaming Shores enacts as follows:

1. That the Mayor and Clerk are hereby authorized to execute on behalf of the Corporation of the City of Temiskaming Shores the Transfer Payment Agreement for the Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream – Local Government Intake Between Her Majesty the Queen in Right of the Province of Ontario Represented by the Minister of Infrastructure for the Province of Ontario and the Corporation of the City of Temiskaming Shores, a copy of which is attached hereto as Schedule “A” and forming part of this by-law.
2. That the Mayor and Clerk have the delegation of authority to execute any and all required documentation, on behalf of the City of Temiskaming Shores, as required under the Investing in Canada Infrastructure Program.
3. That the City of Temiskaming Shores commits to spending Investing in Canada Infrastructure Program funding in accordance with all of the terms and conditions specified in the Agreement.

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, semantical or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law.

**Read a first, second and third time** and finally passed this 10<sup>th</sup> day of August, 2021.

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Mayor – Carman Kidd

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Clerk – Logan Belanger



Schedule “A” to

**By-law No. 2021-116**

**A By-Law to Authorize the Execution of the Transfer Payment Agreement for the Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream – Local Government Intake Between Her Majesty the Queen in Right of the Province of Ontario Represented by the Minister of Infrastructure for the Province of Ontario and the Corporation of the City of Temiskaming Shores**

**TRANSFER PAYMENT AGREEMENT  
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):  
COVID-19 RESILIENCE INFRASTRUCTURE STREAM – LOCAL GOVERNMENT INTAKE**

**THIS TRANSFER PAYMENT AGREEMENT** for Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream – Local Government Intake Stream Projects (the “**Agreement**”) is effective as of the Effective Date.

**B E T W E E N:**

**Her Majesty the Queen in right of Ontario,**  
as represented by the Minister of Infrastructure

(“**Ontario**” or the “**Province**”)

- and -

**Corporation of The City of Temiskaming Shores**

(CRA# 866343502)

(the “**Recipient**”)

**BACKGROUND**

The Investing in Canada Infrastructure Program (“ICIP”) is a federal infrastructure program designed to create long-term economic growth, build inclusive, sustainable and resilient communities, and support a low-carbon economy.

The Government of Canada (“**Canada**”) announced, in its *Budget 2016* and *Budget 2017*, over \$180 billion for the ICIP to support sustainable and inclusive communities, while driving economic growth.

The Honourable Minister of Infrastructure and Communities and the Honourable Minister of Infrastructure entered into the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program for Canada to provide financial support to the Province.

Under the Bilateral Agreement, Canada agrees, amongst other things, to provide contribution funding to the Province under the COVID-19 Resilience Infrastructure stream of ICIP. This stream supports projects that support COVID-19 response and economic recovery efforts.

Also, under the Bilateral Agreement, Ontario agrees to identify projects and be responsible for the transfer of ICIP and provincial funds to eligible recipients pursuant to transfer payment agreements.

The Recipient has applied to the Province for ICIP funds to assist the Recipient in carrying out COVID-19 Resilience Infrastructure Stream – Local Government Intake stream projects.

The Province has submitted to Canada for approval and the Province and Canada have approved, in accordance with the terms and conditions set out in the Bilateral Agreement, the Projects as set out in Schedule “C” (Project Description, Financial Information, and Project Standards).

The Agreement sets out the terms and conditions upon which ICIP funds, up to the Maximum Funds, will be provided to the Recipient for carrying out each Project.

## **CONSIDERATION**

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

### **1.0 ENTIRE AGREEMENT**

1.1 **Schedules to the Agreement.** The following schedules and their sub-schedules form part of the Agreement:

Schedule “A” - General Terms and Conditions

Schedule “B” - Specific Information

Schedule “C” - Project Description, Financial Information, and Project Standards

- Sub-Schedule “C.1” Project Description and Financial Information

Schedule “D” - Reports

Schedule “E” - Eligible Expenditures and Ineligible Expenditures

Schedule “F” - Evaluation

Schedule “G” - Communications Protocol

Schedule “H” - Disposal of Assets

Schedule “I” - Aboriginal Consultation Protocol

Schedule “J” - Requests for Payment and Payment Procedures

Schedule “K” - Committee

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties in respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements save and except for the Bilateral Agreement, which shall apply in accordance with section Subsection 2.1.

## **2.0 CONFLICT OR INCONSISTENCY**

- 2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between any of the requirements of:
- (a) the Bilateral Agreement and the Agreement, the Bilateral Agreement will prevail to the extent of the conflict or inconsistency;
  - (b) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail to the extent of the conflict or inconsistency;
  - (c) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail to the extent of the conflict or inconsistency; or
  - (d) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the conflict or inconsistency.

### 3.0 EXECUTION, DELIVERY AND COUNTERPARTS

- 3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- 3.2 **Electronic Execution and Delivery of Agreement.** The Parties agree that the Agreement may be validly executed electronically, and that their respective electronic signature is the legal equivalent of a manual signature. The electronic or manual signature of a Party may be evidenced by one of the following means and transmission of the Agreement may be as follows:
- (i) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement delivered by facsimile transmission to the other Party;
  - (ii) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement scanned as a Portable Document Format (PDF) and delivered by email to the other Party;
  - (iii) a digital signature, including the name of the authorized signing representative typed in the respective signature line of the Agreement, an image of a manual signature or an Adobe signature of an authorized signing representative, or any other digital signature of an authorized signing representative, placed in the respective signature line of the Agreement and the Agreement delivered by email to the other Party; or

- (iv) any other means with the other Party's prior written consent.

#### **4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW**

- 4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.
- 4.2 **Agreement Review.** If, pursuant to section 25.10 (Review of Agreement) of the Bilateral Agreement, the Bilateral Agreement is reviewed after three or five years, or both, of the effective date of the Bilateral Agreement, and any changes to the Bilateral Agreement are required as a result, the Parties agree to amend the Agreement as necessary and in a manner that is consistent with such changes.

#### **5.0 ACKNOWLEDGEMENT**

- 5.1 **Acknowledgement from Recipient.** The Recipient acknowledges, in respect of the Projects, that:
  - (a) the Funds are to assist the Recipient to carry out the Projects and not to provide goods or services to the Province or Canada;
  - (b) the Province and Canada are not responsible for carrying out the Projects;
  - (c) the Province's and Canada's role in respect of the Projects is limited to making a financial contribution to the Recipient for the Projects, and the Province and Canada are not involved in the Projects or their operation;
  - (d) the Province and Canada are neither decision-makers nor administrators in respect of the Projects;
  - (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Province in connection with the Projects or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
  - (f) Canada is bound by the *Access to Information Act* (Canada) and any information provided to Canada by either the Province or the Recipient in connection with the Projects or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
  - (g) by receiving Funds, the Recipient may be subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the

*Broader Public Sector Accountability Act, 2010 (Ontario), the Public Sector Salary Disclosure Act, 1996 (Ontario), and the Auditor General Act (Ontario); and*

(h) the Recipient has read and understood the Bilateral Agreement.

5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient may be bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Recipient in connection with the Projects or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

## 6.0 CANADA'S RIGHTS AND INFORMATION SHARING WITH CANADA

6.1 **Third Party Beneficiary.** The Recipient agrees that, although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities, and benefits (together referred to as "**Rights**") undertaken or given to Canada in the Agreement, a third party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement.

6.2 **Sharing of Information with the Province and Canada.** The Recipient agrees that, consistent with section 6.1 (Third Party Beneficiary) and for the implementation of the Bilateral Agreement:

- (a) the Province or Canada, or both, and in respect of Canada either directly or through the Province, may, upon Notice to the Recipient, request additional information from the Recipient including, without limitation, information for any determination under Article A.27.0 (Environmental Requirements and Assessments) and Article A.28.0 (Aboriginal Consultation);
- (b) if the Province or Canada, or both, provide the Recipient with Notice under paragraph 6.2(a), the Recipient will, within the timelines set out in the Notice, deliver the information to either the Province or Canada, or both, as required; and
- (c) the Province or Canada, or both, may share any information received from the Recipient pursuant to the Agreement with each other.

**[SIGNATURE PAGE FOLLOWS]**

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**, as  
represented by the Minister of Infrastructure

\_\_\_\_\_  
Date

\_\_\_\_\_  
p.p. Adam Redish, Assistant Deputy Minister  
The Honourable Kinga Surma  
Minister of Infrastructure

**SHORES**

AFFIX  
CORPORATE  
SEAL

**CORPORATION OF THE CITY OF TEMISKAMING**

\_\_\_\_\_  
Date

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

I have authority to bind the Recipient.

\_\_\_\_\_  
Date

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

I have authority to bind the Recipient.

**[SCHEDULE "A" – GENERAL TERMS AND CONDITIONS FOLLOWS]**

**SCHEDULE “A”  
GENERAL TERMS AND CONDITIONS**

**A.1.0 INTERPRETATION AND DEFINITIONS**

A.1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and headings do not form part of the Agreement; they are for information and reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency;
- (e) “shall” and “will” are used interchangeably in the Agreement and denote the same affirmative and imperative obligation on the applicable Party.
- (f) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (g) “include”, “includes”, and “including” denote that the subsequent list is not exhaustive.

A.1.2 **Definitions.** In the Agreement, the following terms have the following meanings:

**“Aboriginal Community”** has the meaning ascribed to it in section I.1.1 (Definitions).

**“Aboriginal Consultation Record”** means the Aboriginal Consultation Record described in section I.3.1 (Requirements for Aboriginal Consultation Record).

**“Agreement”** means this agreement entered into between the Province and the Recipient, all of the schedules and sub-schedules listed in section 1.1 (Schedules to the Agreement), and any amending agreement entered into pursuant to section 4.1 (Amending the Agreement).

**“Asset”** means any real or personal property, or immovable or movable asset, acquired, purchased, constructed, rehabilitated, or improved, in whole or in part, with any of the Funds.

**“Authorities”** means any government authority, agency, body or department having or claiming jurisdiction over the Agreement or the Projects, or both.

**“Bilateral Agreement”** means the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program entered into between Canada and Her Majesty the Queen in right of Ontario, effective as of March 26, 2018, as amended.

**“Business Day”** means any working day the Province is open for business, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the Province is not open for business.

**“Canada”** means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

**“Canada’s Maximum Contribution”** means, for each Project, the maximum contribution from Canada as set out in Sub-schedule “C.1” (Project Description and Financial Information).

**“Committee”** refers to a Committee established pursuant to section A.29.1 (Establishment of Committee).

**“Communications Activities”** means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products, and all related communication materials under the Agreement.

**“Construction Start”** means the performance of physical activities in relation to the Project which results in changes which are visible to any person inspecting the site and are recognizable as the initial steps for the preparation of the land or the installation of improvements of fixtures, unless otherwise approved by Canada.

**“Contract”** means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, in respect of any Project in return for financial consideration.

**“Effective Date”** means the date of signature by the last signing party to the Agreement.

**“Eligible Expenditures”** means the costs in respect of each Project that the Recipient has incurred and paid and that are eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

**“Environmental Laws”** means all applicable governmental, regulations, by-laws, orders, rules, policies, or guidelines respecting the protection of the natural

environment or the public, and the manufacture, importation, handling, transportation, storage, disposal, and treatment of environmental contaminants and includes, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada), the *Impact Assessment Act* (Canada), and the *Canadian Navigable Waters Act* (Canada).

**“Evaluation”** means an evaluation in respect of any Project, the Projects or the ICIP as described in Article F.1.0 (Project and ICIP Evaluations).

**“Event of Default”** has the meaning ascribed to it in section A.12.1 (Events of Default).

**“Expiration Date”** means the expiry date set out in Schedule “B” (Specific Information).

**“Federal Approval Date”** means the date on which Canada has approved each Project identified in Sub-Schedule “C.1” (Project Description and Financial Information).

**“Funding Year”** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiration Date, whichever comes first.

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement.

**“Holdback”** means the Holdback described in and to be paid in accordance with section A.4.12 (Retention of Contribution) and Article J.6.0 (Holdback).

**“ICIP”** means the Investing in Canada Infrastructure Program, a federal infrastructure program described in the first paragraph of the “Background” to the Agreement.

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario and Her Majesty the Queen in right of Canada, and includes their respective ministers, officers, servants, agents, appointees and employees.

**“Ineligible Expenditures”** means the costs in respect of each Project that are ineligible for payment under the terms and conditions of the Agreement, and that are

described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

**“Interest or Interest Earned”** means the amount of money earned by the Recipient from placing the Funds in an interest bearing account as set out under section A.4.4 (Interest-Bearing Account) of Schedule “A” of this Agreement, and includes any and all interest or other income generated from the Funds.

**“Loss”** means any cause of action, liability, loss, cost, damage, or expense (including legal, expert, and consultant fees) that anyone incurs or sustains as a result of or in connection with any Project or any part of the Agreement or the Bilateral Agreement.

**“Maximum Funds”** means the maximum Funds amount as set out in Schedule “B” (Specific Information).

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Ontario’s Maximum Contribution”** means, for each Project, the maximum contribution from Ontario as set out in Sub-schedule “C.1” (Project Description and Financial Information).

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Person”** means, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees, or agents.

**“Proceeding”** means any action, claim, demand, lawsuit, or other proceeding, whether in contract, tort (including negligence), or otherwise, that anyone makes, brings, or prosecutes as a result of or in connection with any Project or any part of the Agreement or the Bilateral Agreement.

**“Progress Report”** means the Progress Report described in Article D.1.0 (Reporting Requirements).

**“Project”** means any one of the undertakings described in Sub-schedule “C.1” (Project Description and Financial Information).

**“Projects”** means, collectively, the undertakings described in Sub-schedule “C.1” (Project Description and Financial Information).

**“Records Review”** means any assessment the Province conducts pursuant to section A.7.4 (Records Review).

**“Remedial Period”** means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.12.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.12.4 (Recipient Not Remediating).

**“Reports”** means the reports described in Schedule “D” (Reports).

**“Requirements of Law”** means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

**“Substantial Completion”** or **“Substantially Completed”** means, in respect of any Project, that the Project can be used for the purpose for which it was intended.

**“Term”** means the period of time described in section A.3.1 (Term).

**“Third Party”** means any person or legal entity, other than a Party, who participates in the implementation of any Project by means of a Contract.

**“Total Financial Assistance”** means for each Project, the total Project funding from all sources including, but not limited to, funding from federal, provincial, territorial, municipal, regional, band council, and Indigenous government sources; private sources; and in-kind contributions.

## **A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

A.2.1 **General.** The Recipient represents, warrants, and covenants that, in respect of each Project:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both;
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for Funds (including, without limitation, any information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete;
- (d) the Project meets and will continue to meet all of the program’s eligibility criteria, construction conditions and the Recipient will abide by all of the Province’s and Canada’s respective requirements set out in the guidelines, including the

financial, contractual and reporting requirements;

- (e) the Project meets the outcomes of the COVID-19 Resilience Infrastructure Stream – Local Government Intake stream, being:
  - (i) To support COVID-19 response and economic recovery efforts.
- (f) The Project will be community-oriented, non-commercial in nature, and open for use to the public and not limited to a private membership; and
- (g) any Funds received have not displaced, and will continue to not displace, the Recipient's own funding and spending on public transit.

**A.2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, in a manner that is satisfactory to the Province, including passing of a municipal by-law or council resolution authorizing the Recipient to enter into the Agreement, where required.

**A.2.3 Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete each Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of each Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting, and Review); and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

**A.2.4 Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties, and Covenants).

### **A.3.0 TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION**

A.3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date, unless terminated earlier pursuant to Article A.11.0 (Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).

A.3.2 **Substantial Completion.** The Recipient will ensure that each Project is Substantially Completed on or before December 31, 2021, or any other date subject to the prior written consent of the Province.

#### **A.4.0 FUNDS AND CARRYING OUT THE PROJECTS**

A.4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient funding up to the Maximum Funds for the sole purpose of carrying out each Project;
- (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures); and
- (c) deposit the Funds into an account the Recipient designates, provided that the account:
  - (i) is at a branch of a Canadian financial institution in Ontario; and
  - (ii) is solely in the name of the Recipient.

A.4.2 **Limitation on Payment of Funds.** Despite section A.4.1 (Funds Provided):

- (a) in addition to any other limitation under the Agreement on the payment of Funds, the Province is not obligated to provide:
  - (i) any Funds to the Recipient until the Recipient fulfils the special conditions listed in section A.31.1 (Special Conditions); and
  - (ii) any Funds to the Recipient until the Province and Canada are satisfied with the progress of any Project;
- (b) the Province, at its sole discretion, may adjust the amount of Funds it provides to the Recipient based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A.7.2 (Preparation and Submission); and
- (c) any payment of Funds is subject to:

- (i) the requirements of the *Financial Administration Act* (Ontario), including the availability of an appropriation by the Ontario Legislature that is sufficient and constitutes lawful authority for the payment;
- (ii) ministerial funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient for the payment; and
- (iii) Canada's payment of funds to the Province, pursuant to the Bilateral Agreement, that are sufficient for the payment.

The Province, at its sole discretion, may reduce or cancel any amount of Funds or terminate the Agreement in response to a reduction or lack of federal or provincial government appropriation, ministerial funding levels, or Canada's payment of funds. Notwithstanding Article A.9.0 (Limitation of Liability and Indemnity), the Province will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract or in tort (including negligence) or otherwise, arising from any reduction or cancellation of Funds. If any changes to the Agreement, including changes in respect of any Project, are required as a result, the Parties agree to amend the Agreement accordingly.

**A.4.3 Use of Funds and Carry Out the Projects.** The Recipient will, in respect of each Project, do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only on Eligible Expenditures as described in Schedule "E" (Eligible Expenditures and Ineligible Expenditures);
- (d) not use the Funds to cover any Ineligible Expenditure; and
- (e) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, or ministry, department, agency, or organization of the Government of Ontario or of the Government of Canada.

**A.4.4 Interest-Bearing Account.** If for any reason, Funds were provided to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account solely in the name of the Recipient at a branch of a Canadian financial institution in Ontario. The Recipient will hold the Funds plus any Interest Earned in trust for the Province until the Funds are used in accordance with the Agreement.

**A.4.5 Interest.** If the Recipient earns any Interest on the Funds, the Province may do either

or both of the following:

- (a) deduct an amount equal to the Interest Earned from the remaining Funds, if any;
- (b) demand from the Recipient the payment of an amount equal to the Interest Earned.

**A.4.6 Maximum Funds and Recovery of Excesses.** The Recipient acknowledges that:

- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds for each Project;
- (b) if Canada's total contribution from all federal sources in respect of any Project exceeds eighty percent of Total Eligible Expenditures, the Province may demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province, at its discretion, may reduce the remaining Funds under the Agreement by an amount equal to the excess; and
- (c) if the Total Financial Assistance received or due in respect of any Project exceeds one hundred percent (100%) of Total Eligible Expenditures, the Province, at its sole discretion, may, up to the Maximum Funds, demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce the remaining Funds under the Agreement by an amount equal to the excess.

**A.4.7 Disclosure of Other Financial Assistance.** The Recipient will inform the Province promptly of any financial assistance received in respect of any Project.

**A.4.8 Rebates, Credits, and Refunds.** The Province will, in respect of each Project, calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

**A.4.9 Recipient's Acknowledgement of Responsibility for Projects.** The Recipient will, in respect of each Project, assume full responsibility for the Project, including, without limitation:

- (a) complete, diligent, and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
- (b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Expenditures, and cost overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, construction, demolition, or reconstruction, as required and in accordance with industry

standards, and any related costs for the full lifecycle of the Project; and

(d) the engineering work being undertaken in accordance with industry standards.

**A.4.10 Increase in Project Costs.** If, at any time during the Term the Recipient determines that it will not be possible to complete any Project unless it expends amounts in excess of all funding available to it (a “**Shortfall**”), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.12.4 (Recipient Not Remediating).

**A.4.11 Recipient’s Request for Payment and Payment Procedures.** The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures).

**A.4.12 Retention of Contribution.** The Province will retain 10% of the Maximum Funds in respect of each Project (“**Holdback**”) up until the Recipient has fulfilled all of its obligations under the Agreement for the Project.

## **A.5.0 RECIPIENT’S ACQUISITION OF GOODS OR SERVICES, CONTRACT PROVISIONS, AND DISPOSAL OF ASSETS**

**A.5.1 Acquisition.** The Recipient will ensure that all Contracts are awarded in way that is:

- (a) is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to the Province and Canada; and
- (b) if applicable, is in accordance with the Canadian Free Trade Agreement and international agreements.

**A.5.2 Non-Compliance with Acquisition Requirements.** If the Province or Canada determines that a Contract is awarded in a manner that is not in compliance with the requirements in section A.5.1 (Acquisition), upon giving Notice to the Recipient, the Province may consider the expenditures associated with the Contract to be an Ineligible Expenditure.

**A.5.3 Exemptions to Competitive Awarding.** The Province and Canada may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, in their sole and absolute discretion, if the Recipient:

- (a) provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded;

- (b) attests to:
  - (i) following value-for-money procurement processes for materials and sub-contracts; and
  - (ii) following its own policies and procedures.

A.5.4 **Contract Provisions.** The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement, including its insurance provisions. More specifically, but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

- (a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.3(a);
- (b) that all applicable Requirements of Law including, without limitation, labour and human rights legislation, are complied with; and
- (c) that the Contract secures the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to:
  - (i) inspect and audit the terms of any Contract, record or account in respect of each Project; and
  - (ii) have free and timely access to the Project sites and facilities, and any records, documentation or information, as contemplated pursuant to section A.7.5 (Inspection and Removal).

A.5.5 **Disposal of Assets.** The Recipient will not, unless in accordance with the terms and conditions set out in Schedule “H” (Disposal of Assets), sell, lease, encumber, or otherwise dispose, directly or indirectly, of any Asset.

A.5.6 **Revenue from Assets.** If any Asset is used in such a way that over the course of a year revenues are generated from the Asset that exceed its operating expenses, the Recipient will notify the Province within 30 days of the end of the year where such profit was generated. The Province may require the Recipient to immediately pay to the Province a portion of the excess in the same proportion as the total cost of the Asset. This obligation will only apply during the Asset Disposal Period.

## **A.6.0 CONFLICT OF INTEREST**

**A.6.1 Conflict of Interest Includes.** For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient or any person who has the capacity to influence the Recipient's decisions has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to interfere with the Recipient's objective, unbiased, and impartial judgment in respect of any Project or the use of the Funds, or both; or
- (b) a former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes, or policies of Canada apply will derive a direct benefit from the Agreement, unless the provision or receipt of such benefits complies with such legislation, guidelines, policies, or codes.

**A.6.2 No Conflict of Interest.** The Recipient will carry out each Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
  - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
  - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province consents in writing to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

## **A.7.0 REPORTING, ACCOUNTING, AND REVIEW**

**A.7.1 Province and Canada Include.** For the purpose of sections A.7.4 (Records Review), A.7.5 (Inspection and Removal) and A.7.6 (Cooperation), "Province" includes Canada and any auditor or representative that the Province or Canada, or both, may identify.

**A.7.2 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A.15.1 (Notice in Writing and Addressed):

- (i) all Reports in accordance with the timelines and content requirements provided for in Schedule “D” (Reports); and
  - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and
- (b) ensure that all Reports and other reports are:
- (i) completed to the satisfaction of the Province; and
  - (ii) signed by an authorized signing officer of the Recipient.

**A.7.3 Record Maintenance.** The Recipient will keep and maintain until March 31, 2034:

- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles, including but not limited to its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to each Project; and
- (b) all non-financial records and documents relating to the Funds or otherwise to each Project.

**A.7.4 Records Review.** The Province, at its sole discretion and expense, may, upon 24 hours’ Notice to the Recipient and during normal business hours, enter upon the Recipient’s premises to conduct an audit or investigation of the Recipient or any Project regarding the Recipient’s compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient’s representations and warranties;
- (b) the progress of the Project; or
- (c) the Recipient’s allocation and expenditure of the Funds.

**A.7.5 Inspection and Removal.** For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records or documents referred to in section A.7.3 (Record Maintenance);
- (b) remove any copies the Province makes pursuant to section A.7.5(a); and
- (c) share any documents, records and findings with Canada.

- A.7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A.7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:
- (a) ensuring that the Province has access to the records and documents wherever they are located;
  - (b) coordinating access with any Third Party;
  - (c) assisting the Province to copy the records and documents;
  - (d) providing to the Province, in the form the Province specifies, any information the Province identifies; and
  - (e) carrying out any other activities the Province requests.
- A.7.7 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province or Canada, or both, any control whatsoever over the Recipient's records.
- A.7.8 **Auditor General (Ontario and Canada).** The Province's rights under this Article A.7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to section 9.2 of the *Auditor General Act* (Ontario) and to the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).
- A.7.9 **Sharing of Audit Findings and Reports.** The Recipient acknowledges that Canada and the Province may:
- (a) inform each other, and any of their respective authorized representatives and auditors, that an audit is being conducted; and
  - (b) share the findings of any audit or investigation, including any ensuing report, with each other and any of their respective authorized representatives and auditors.
- A.7.10 **Evaluation.** The Recipient agrees to participate in any Evaluation and comply with the requirements for such Evaluation that are set out in Schedule "F" (Evaluation).
- A.7.11 **Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.
- A.7.12 **Adverse Fact or Event.** The Recipient will inform the Province immediately of any fact or event of which it is aware that has or will compromise, wholly or in part, any Project.

## **A.8.0 COMMUNICATIONS REQUIREMENTS**

**A.8.1 Communications Protocol.** The Parties agree to be bound by the terms and conditions of the communications protocol provided for in Schedule “G” (Communications Protocol).

## **A.9.0 LIMITATION OF LIABILITY AND INDEMNITY**

**A.9.1 Province and Canada Limitation of Liability.** In no event will any of the Indemnified Parties be held liable for any damages, including direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract, tort (including negligence), or otherwise, for:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or infringement of rights;
- (b) any damage to or loss or destruction of property of, any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation

in relation to the Agreement, the Bilateral Agreement, or any Project or Projects.

**A.9.2 Indemnification of the Province and Canada.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding based upon or occasioned by:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or any infringement of rights;
- (b) any damage to, or loss or destruction of, property of any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation,

except to the extent to which such Loss or Proceeding is caused by the negligence or wilful misconduct of any Indemnified Party in the performance of that Indemnified Party’s duties.

**A.9.3 Recipient’s Participation.** The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any Proceeding against any of the Indemnified Parties and any negotiations for their settlement.

- A.9.4 **Province's Election.** The Province or Canada, or both, may elect to participate in, or conduct the defence of, any Proceeding by providing Notice to the Recipient of such election, without prejudice to any other rights or remedies of the Province under the Agreement or of the Province or Canada under the Bilateral Agreement, at law or in equity. If the Province, Canada, or the Recipient, as applicable, participates in the defence, it will do so by actively participating with the other's counsel.
- A.9.5 **Settlement Authority.** The Recipient will not enter into a settlement of any Proceeding against any of the Indemnified Parties unless the Recipient has obtained from the Province or Canada, as applicable, prior written approval or a waiver of this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any Proceeding, the Province or Canada, as applicable, will cooperate with and assist the Recipient to the fullest extent possible in the Proceeding and any related settlement negotiations.
- A.9.6 **Recipient's Cooperation.** If the Province or Canada conducts the defence of any Proceeding, the Recipient will cooperate with and assist the Province or Canada, as applicable, to the fullest extent possible in the Proceeding and any related settlement negotiations.

## **A.10.0 INSURANCE**

- A.10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to each Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence, and including products and completed operations coverage with the endorsements identified below:
- (a) the Indemnified Parties as additional insureds in respect of liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
  - (b) a cross-liability clause;
  - (c) contractual liability coverage; and
  - (d) a 30-day written notice of cancellation.
- A.10.2 **Proof of Insurance.** At the request of the Province from time to time, the Recipient will:
- (a) provide to the Province, either:

- (i) annually, certificates of insurance that confirm the insurance coverage as provided in section A.10.1 (Recipient's Insurance); or
  - (ii) other proof that confirms the insurance coverage as provided for in section A.10.1 (Recipient's Insurance); and
- (b) provide to the Province a copy of any of the Recipient's insurance policies that relate to each Project or otherwise to the Agreement or both.

#### **A.11.0 TERMINATION ON NOTICE**

A.11.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A.11.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A.11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) Direct the Recipient not to incur any further costs for any Project subsequent to the Notice of termination. If the Recipient fails to comply with such direction and unless with the Province's prior written consent, the Recipient shall be solely responsible for any further costs incurred after such Notice was given;
- (b) cancel all further instalments of Funds; and
- (c) demand the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient.

#### **A.12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

A.12.1 **Events of Default.** It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including:

- (a) failing to carry out any Project in whole or in part in accordance with the terms of the Agreement;
- (b) failing to use or spend Funds in accordance with the terms of the Agreement;
- (c) failing to provide, in accordance with section A.7.2 (Preparation and Submission), Reports or such other reports as the Province may have requested pursuant to the Agreement);

- (d) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (e) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (f) the Recipient ceases to operate.

**A.12.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, and at its sole discretion, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of any Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the repayment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty, or costs to the Province upon giving Notice to the Recipient.

**A.12.3 Opportunity to Remedy.** If, in accordance with paragraph A.12.2(b), the Province

provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Remedial Period.

A.12.4 **Recipient Not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Remedial Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Remedial Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Remedial Period or initiate any one or more of the actions provided for in paragraphs A.12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A.12.5 **When Termination Effective.** Termination under this Article A.12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

### **A.13.0 FUNDS UPON EXPIRY**

A.13.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds plus Interest Earned remaining in its possession, under its control, or both.

### **A.14.0 DEBT DUE AND PAYMENT**

A.14.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount the Recipient is entitled to under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds plus any Interest Earned from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds plus any Interest Earned.

A.14.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds, or any other amounts owing under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds, or any other amounts under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

- A.14.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable.
- A.14.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B” (Specific Information) for the purposes of Notice to the Province.
- A.14.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

## **A.15.0 NOTICE**

A.15.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, or courier; and
- (c) addressed to the Province and the Recipient as set out in Schedule “B” (Specific Information), or as either Party later designates to the other by Notice.

A.15.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is delivered; and
- (b) in the case of email, personal delivery, or courier, on the date on which the Notice is delivered.

A.15.3 **Postal Disruption.** Despite paragraph A.15.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will provide Notice by email, personal delivery, or courier.

#### **A.16.0 CONSENT BY PROVINCE OR CANADA AND COMPLIANCE BY RECIPIENT**

A.16.1 **Consent.** When the Province or Canada provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province or Canada may have attached to the consent.

#### **A.17.0 SEVERABILITY OF PROVISIONS**

A.17.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

#### **A.18.0 WAIVER**

A.18.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A.18.2 **Waiver Applies.** If in response to a request made pursuant to section A.18.1 (Waiver Request) a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A.18.3 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.15.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

#### **A.19.0 INDEPENDENT PARTIES**

A.19.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of either the Province or Canada, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A.19.2 **No Authority to Represent.** Nothing in the Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of the Province or Canada, or both, or to act as an agent for the Province or Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and a Third Party contains a provision to that effect.

#### **A.20.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A.20.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A.20.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

#### **A.21.0 GOVERNING LAW**

A.21.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

#### **A.22.0 FURTHER ASSURANCES**

A.22.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time in respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

#### **A.23.0 JOINT AND SEVERAL LIABILITY**

A.23.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

#### **A.24.0 RIGHTS AND REMEDIES CUMULATIVE & JOINT AUTHORSHIP**

A.24.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A.24.2 **Joint Authorship Of Agreement.** Each and every provision of this Agreement shall be construed as though both Parties participated equally in the drafting of same, and any rule of construction that a document shall be construed against the drafting party, including without limitation, the doctrine commonly known as contra proferentem, shall not be applicable to this Agreement. The Parties shall not seek to avoid a provision herein because of its authorship through recourse to a third-party, court, tribunal or arbitrator.

#### **A.25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

A.25.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province, at its sole discretion, may suspend the payment of Funds for such period as the Province determines appropriate and may demand immediate repayment or deduct such amounts owing plus any Interest Earned from the remaining Funds, if any, as a result of such Failure.

#### **A.26.0 SURVIVAL**

**A.26.1 Survival.** Any rights and obligations of the Parties that, by their nature, extend beyond the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement, unless otherwise specified herein. Surviving provisions include, without limitation, the following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.1 (Acknowledgement from Recipient), 6.0 (Canada's Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, A.2.0 (Representations, Warranties, and Covenants), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5 (Interest), A.4.6 (Maximum Funds and Recovery of Excesses), A.4.8 (Rebates, Credits, and Refunds), A.4.9 (Recipient's Acknowledgement of Responsibility for Projects), A.5.5 (Disposal of Assets), A.5.6 (Revenue from Assets), A.7.1 (Province and Canada Include), A.7.2 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.3 (Record Maintenance), A.7.4 (Records Review), A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), A.10.1 (Recipient's Insurance) (for a period of 90 Business Days from the date of expiry or termination of the Agreement of the Agreement), sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h) and (i), A.13.0 (Funds Upon Expiry), A.14.0 (Debt Due and Payment), A.15.0 (Notice), and A.17.0 (Severability of Provisions), section A.20.2 (Agreement Binding), and Articles A.21.0 (Governing Law), A.23.0 (Joint and Several Liability), A.24.0 (Rights and Remedies Cumulative & Joint Authorship), A.26.0 (Survival), A.27.0 (Environmental Requirements and Assessments), A.28.0 (Aboriginal Consultation), and A.31.0 (Special Conditions).

## **A.27.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS**

**A.27.1 Federal Environmental Requirements.** Without limitation to the Recipient's obligations to comply with Environmental Laws and for greater clarity:

- (a) no site preparation, removal of vegetation or construction will occur in respect of any Project; and
- (b) the Province will have no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province, until Canada is satisfied that federal requirements are met, and continue to be met, under the following:
  - (i) *Canadian Environmental Assessment Act, 2012* or the *Impact Assessment Act*,
  - (ii) other applicable environmental assessment legislation that is or may come

into force during the term of the Agreement; and

(iii) other applicable agreements between Canada and Aboriginal Communities.

A.27.2 **Assessments.** The Recipient will complete the assessments that are further described in Schedule “D” (Reports).

#### **A.28.0 ABORIGINAL CONSULTATION**

A.28.1 **Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule “I” (Aboriginal Consultation Protocol).

A.28.2 **Legal Duty to Consult.** Until Canada and, if applicable, the Province are satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal Communities, or any other federal consultation requirement, has been, and continues to be met:

- (a) no site preparation, removal of vegetation or construction will occur in respect of any Project; and
- (b) despite section A.4.1, the Province has no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province and Canada; and, for any Project requiring consultation, Canada and, if applicable, the Province must be satisfied that:
  - (i) Aboriginal Communities have been notified and, if applicable, consulted;
  - (ii) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Aboriginal Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;
  - (iii) the Recipient is carrying out accommodation measures, where appropriate; and
  - (iv) any other information has been provided which Canada or the Province, or both, may deem appropriate.

A.28.3 **Funding Conditional upon Meeting Aboriginal Consultation Obligations.** No Funds will be provided to the Recipient under the Agreement unless Canada and, if applicable in the opinion of the Province, the Province are satisfied that their respective obligations have been met in respect of the legal duty to consult and, if applicable, accommodate any Aboriginal Community.

## **A.29.0 COMMITTEE**

- A.29.1 **Establishment of Committee.** The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the “Committee”).
- A.29.2 **Notice of Establishment of Committee.** Upon Notice from the Province, the Parties will hold an initial meeting to establish, in accordance with Schedule “K” (Committee), the Committee described in section A.29.1 (Establishment of Committee).

## **A.30.0 DISPUTE RESOLUTION**

- A.30.1 **Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.
- A.30.2 **Examination by the Committee and Parties.** If a contentious issue arises and a Committee has been established under section A.29.1 (Establishment of Committee), the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.
- A.30.3 **Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.
- A.30.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.
- A.30.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.30.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

## **A.31.0 SPECIAL CONDITIONS**

- A.31.1 **Special Conditions.** The Province’s funding under the Agreement is conditional upon,
- (a) on or before the Effective Date, the Recipient having provided to the satisfaction of the Province with:

- (i) a copy of the by-law(s), council resolution(s) or both or any other necessary instrument applicable to the Recipient authorizing its entry into the Agreement;
  - (ii) the certificates of insurance or any other proof the Province may request pursuant to section A.10.2 (Proof of Insurance);
  - (iii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer funds electronically; and
  - (iv) any other Reports requested by the Province in the format specified.
- (b) prior to submitting a request for payment in respect of any Project under the Agreement if required by the Province,
- (i) the Recipient having provided to the satisfaction of the Province with written confirmation that:
    - a. the Recipient is in compliance with all Environmental Laws, including the Recipient's obligations under section A.27.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;
    - b. the Recipient has met any requirements under Article A.28.0 (Aboriginal Consultation) that may apply to the Project; and
    - c. the Recipient has the necessary ownership of any real property required for the completion of the Project; and
  - (ii) the Recipient having provided to the satisfaction of the Province with any required assessments pursuant to Article A.27.0 (Environmental Requirements and Assessments); and

For greater certainty, if the Province provides any Funds to the Recipient before the conditions set out in this Article A.31.0 (Special Conditions) have been met, and unless the Province has waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.12.2 (Consequences of Event of Default and Corrective Action).

## **END OF GENERAL TERMS AND CONDITIONS**

**[SCHEDULE "B" – SPECIFIC INFORMATION FOLLOWS]**

**SCHEDULE “B”**  
**SPECIFIC INFORMATION**

**B.1.0 EXPIRATION DATE**

B.1.1 **Expiration date.** The Expiration Date is **December 31, 2024.**

**B.2.0 MAXIMUM FUNDS**

B.2.1 **Maximum Funds.** Maximum Funds means, for each Project, the sum of Canada’s Maximum Contribution and Ontario’s Maximum Contribution as set out in Sub-schedule “C.1” (Project Description and Financial Information).

**B.3.0 ADDRESSEES**

B.3.1 **Addressees.** All Reports and Notices under the Agreement will be submitted to the Province at the address listed below:

<p><b>Contact information for the purposes of Notice to the Province</b></p>	<p><b>Address:</b> Ministry of Infrastructure Infrastructure Program Delivery Branch 777 Bay Street, Floor 4, Suite 425 Toronto, Ontario, M7A 2J3</p> <p>Attention: Manager, Program Delivery Unit</p> <p><b>Email:</b> ICIPCOVID@ontario.ca</p>
<p><b>Contact information for the purposes of Notice to the Recipient</b></p>	<p><b>Position:</b> City Manager <b>Address:</b> 325 Farr Drive, ON, Haileybury, P0J1K0 <b>Email:</b> coslund@temiskamingshores.ca</p>

**[SCHEDULE “C” - PROJECT DESCRIPTION, FINANCIAL INFORMATION, AND PROJECT STANDARDS FOLLOWS]**

**SCHEDULE “C”**  
**PROJECT DESCRIPTION, FINANCIAL INFORMATION, AND PROJECT STANDARDS**

**C.1.0 PROJECT DESCRIPTION**

C.1.1 **Project Description.** The Recipient will carry out each Project as described in Sub-schedule “C.1” (Project Description and Financial Information). Notwithstanding anything to the contrary, the Construction Start for any Project must occur by September 30, 2021, or any other date with the prior written consent of the Province.

**C.2.0 PROJECT STANDARDS**

C.2.1 **Canada’s Requirements for Standards.** In addition to any other standards that the Recipient must meet or exceed for each Project, the Recipient will ensure the Project meets or exceeds the following:

- (a) any applicable energy efficiency standards for buildings outlined in Canada’s *Pan-Canadian Framework on Clean Growth and Climate Change* provided by Canada at [www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html](http://www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html), or at any other location the Province may provide; and
- (b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.

**C.3.0 CHANGES TO THE PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES, AND PROJECT STANDARDS**

C.3.1 **Province’s and Canada’s Consent.** Any change to any Project will require the Province’s and Canada’s consent. When seeking to make a change in respect of any Project, the Recipient will submit updated Project information and any other information that the Province or Canada, or both, may require to the satisfaction of Canada and the Province.

**SUB-SCHEDULE "C.1"**  
**PROJECT DESCRIPTION AND FINANCIAL INFORMATION**

**(a) List of Projects**

<b>Project ID</b>	<b>Project Title</b>	<b>Federal Approval Date (MM/DD/YYYY)</b>	<b>Total Eligible Expenditures of the Project (\$)</b>	<b>Canada's Maximum Contribution (\$)</b>	<b>Percentage of Federal Support (%)</b>	<b>Ontario's Maximum Contribution (\$)</b>	<b>Percentage of Provincial Support (%)</b>
2020-12-1-1468462139	STATO Trail Extension on Farr Drive	03/26/2021	\$99,757.60	\$79,806.08	80%	\$19,951.52	20%

**(b) Project Description**

- (i) Project - STATO Trail Extension on Farr Drive, case # 2020-12-1-1468462139.

This project will complete a 450m extension of the existing multi-use pathway within the City of Temiskaming Shores.

This connection will be a new 450m section of 3m wide multi-use path.

This project will increase the total length of current paved trails within the City by 3%.

**[SCHEDULE “D” – REPORTS FOLLOWS]**

## **SCHEDULE “D” REPORTS**

### **D.1.0 REPORTING REQUIREMENTS**

**D.1.1 Reports.** The Recipient, with respect to each Project, will submit all Reports to the Province in a manner, format, at such dates and with such content, as may be prescribed by the Province from time to time, at its sole discretion, prior to its required submission by the Province. Without limitation and at the sole discretion of the Province, Reports will include the following:

- (a) **Progress Reports.** The Recipient will submit Progress Reports to the Province in a format and on the dates to be prescribed by the Province. Progress Reports will be submitted by the Recipient no less frequently than twice a year;
- (b) **Claim Reports.** The Recipient, with respect to each Project, will submit one (1) request for payment for Eligible Expenditures in a format to be prescribed by the Province within 60 Business Days of reaching Substantial Completion. The request for payment must be submitted by an authorized representative of the Recipient and, subject to any other information the Province, at its sole discretion, may require from time to time, shall include:
  - (i) a detailed breakdown of invoices that are being claimed for reimbursement; and
  - (ii) copies of invoices.

Subject to the prior written consent of the Province, which shall be at the Province’s sole and absolute discretion, the Recipient may request in writing the submission of a request for payment on a more frequent basis. Notwithstanding anything to the contrary, such request shall in no circumstance be more frequent than once per quarter.

- (c) **Reporting Requirements at Project Substantial Completion.** Within 60 Business Days of reaching Substantial Completion, the Recipient shall submit:
  - (i) a declaration of project Substantial Completion;
  - (ii) a final Progress Report in a manner, format, and with such content as may be prescribed by the Province;
  - (iii) a copy of the report for the compliance audit carried out pursuant to Article D.4.0 (Compliance Audit(s));
  - (iv) a summary of any Communications Activities made for the Project; and,

- (v) a photograph of the Project.
- (d) **Other Reports.** Any other reports that the Province so directs on or before such date and with such content as the Province directs.

## **D.2.0 ABORIGINAL CONSULTATION RECORD**

**D.2.1 Inclusion of Aboriginal Consultation Record.** The Recipient will include an updated Aboriginal Consultation Record, if consultation with any Aboriginal Community is required, in its Progress Report.

## **D.3.0 RISK ASSESSMENT**

**D.3.1 Further Details on Risk Assessment.** Upon the Province's written request and within the timelines set out by the Province, the Recipient will provide further details on the risk assessment in respect of each Project.

## **D.4.0 COMPLIANCE AUDIT(S)**

**D.4.1 Compliance Audit(s).** Without limiting the generality of section A.7.4 (Records Review), if requested by the Province from time to time, which request shall be at the Province's sole discretion, the Recipient, at its own expense, will forthwith retain an independent third party auditor to conduct one or more compliance audits of the Recipient or any Project. The audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. In addition, the audit will assess the Recipient's compliance with the terms of the Agreement and will address, with respect to each Project, without limitation, the following:

- (a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;
- (b) the Project's progress or state of completion;
- (c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;
- (d) whether the Recipient's information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;

- (e) the overall management and administration of the Project;
- (f) recommendations for improvement or redress; and
- (g) whether prompt and timely corrective action is taken on prior audit findings.

**[SCHEDULE “E” - ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES  
FOLLOWS]**

**SCHEDULE “E”**  
**ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES**

**E.1.0 ELIGIBLE EXPENDITURES**

E.1.1 Notwithstanding anything to the contrary herein the Agreement, for each Project, Eligible Expenditures shall only include those direct costs that are considered, in the Province’s and Canada’s sole and absolute discretion, to be directly necessary for the successful completion of the Project, and must be properly and reasonably incurred and paid to an arm’s length party as evidenced by invoices, receipts or other records that are satisfactory to the Province and Canada, in their sole and absolute discretion, and that are associated with the acquisition, planning, environmental assessments, design and engineering, project management, materials and construction or renovation of the Project. Eligible Expenditures exclude costs set out as Ineligible Expenditures in section E.2.1 below, but may include:

- (a) The incremental costs of the Recipient’s staff or employees provided that:
  - (i) The Recipient is able to demonstrate that it is not economically feasible to tender a Contract that ensures the acquisition of the required services at the best value for money; and
  - (ii) The arrangement is approved in advance in writing by the Province and Canada.
- (b) Any costs that are determined by the Province and Canada, in their sole discretion, to be Eligible Expenditures; and
- (c) Notwithstanding section E.2.1(a) of this Schedule, expenditures related to the Project associated with completing climate lens assessments or associated with Aboriginal consultation and engagement activities, if applicable, that were incurred after February 15, 2018.

**E.2.0 INELIGIBLE EXPENDITURES**

E.2.1 Without limiting the discretion of the Province and Canada in section E.1.1, for each Project, the following costs are Ineligible Expenditures and are therefore ineligible to be paid from the Funds:

- (a) Costs incurred prior to the Federal Approval Date;
- (b) Costs incurred after December 31, 2021 or any other date with the prior written consent of the Province;
- (c) All expenditures related to Contracts signed prior to the Federal Approval Date;
- (d) Costs incurred for terminated or cancelled Projects;

- (e) Costs related to developing a business case or proposal or application for funding;
- (f) Costs associated with the acquisition, expropriation or leasing of:
  - (i) Land,
  - (ii) Buildings, or
  - (iii) Other facilities
- (g) Costs associated with the acquisition or leasing of equipment other than equipment directly related to the construction, improvement, repair, rehabilitation or reconstruction of the Project where the Province has not provided its prior written approval;
- (h) Costs that have not been claimed for reimbursement by the date that is 60 Business Days following Substantial Completion;
- (i) Capital costs, including site preparation and construction costs, until Canada and if applicable the Province have confirmed in writing that environmental assessment and Aboriginal consultation obligations have been fully met and continue to be fully met;
- (j) Costs related to any component of the Project other than its approved scope;
- (k) Real estate fees and related costs;
- (l) Costs incurred for the general operation, repair and regularly scheduled maintenance of the Project;
- (m) Services or works normally provided by the Recipient, incurred in the course of implementation of the Project, except those specified as Eligible Expenditures;
- (n) Expenditures related to any goods and services which are received through donations or in-kind contributions;
- (o) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with the list of Eligible Expenditures above;
- (p) Unreasonable meal, hospitality or incidental costs or expenses of any Third Party;
- (q) Any amount for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund, in full or in part;
- (r) Taxes of any kind;
- (s) Costs of relocating entire communities;
- (t) In the Province's sole discretion, the costs of communication activities undertaken by the Recipient that did not conform with the requirements of the Communications Protocol in Schedule "G";

- (u) Any amounts incurred or paid by the Recipient to an entity that is not at arm's length from the Recipient, except in accordance with the list of Eligible Expenditures above;
- (v) Costs incurred contrary to Article A.5.0 (Recipient's Acquisition of Goods or Services, Contract Provisions, and Disposal of Assets) of Schedule "A" (General Terms and Conditions) of this Agreement;
- (w) The costs, charges, penalties or fees incurred or paid by the Recipient in the process of having a cost determined to be an Ineligible Expenditure.
- (x) Costs, charges, penalties or fees incurred or paid by the Recipient that are a result of late or non-payment, rush requests, or contract termination or non-compliance;
- (y) Legal fees, financing charges and loan interest payments, including those related to easements (e.g., surveys);
- (z) Costs of furnishings and non-fixed assets which are not essential for the operation of the funded Asset or Project, as well as all costs associated with moveable assets or rolling stock;
- (aa) Any costs determined by the Province and Canada, in their sole discretion, to be associated with:
  - (i) tourism infrastructure;
  - (ii) a facility that serves as a home to a professional sports team; or
  - (iii) a planning project;
- (bb) Any other cost which is not specifically listed as an Eligible Expenditure under Article E.1.0 (Eligible Expenditures) and which, in the opinion of the Province, is considered to be ineligible.

**[SCHEDULE "F" – EVALUATION FOLLOWS]**

## **SCHEDULE “F” EVALUATION**

### **F.1.0 PROJECT AND ICIP EVALUATIONS**

- F.1.1 Recipient’s Participation in Project and ICIP Evaluations.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluations in respect of any Project or the ICIP during and for a period of up to six years after March 31, 2028. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.
- F.1.2 Results of Project and ICIP Evaluations.** The result of any evaluation carried under section F.1.1 (Recipient’s Participation in Project and ICIP Evaluations) will be made available to the public, subject to all applicable laws and policy requirements.

**[SCHEDULE “G” – COMMUNICATIONS PROTOCOL FOLLOWS]**

## **SCHEDULE “G” COMMUNICATIONS PROTOCOL**

### **G.1.0 DEFINITIONS**

G.1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

“**Joint Communications**” means events, news releases, and signage that relate to the Agreement or the Bilateral Agreement, or both, that are not operational in nature, and that are collaboratively developed and approved by,

- (a) in the case of the Bilateral Agreement, Canada, the Province and the Recipient;  
and
- (b) in the case of the Agreement, the Province and the Recipient.

### **G.2.0 PURPOSE**

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to each Project.

G.2.2 **Guidance.** This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and each Project.

### **G.3.0 GUIDING PRINCIPLES**

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed about the Project’s benefits, including the ways in which the Project helps improve their quality of life.

G.3.2 **Factors to Consider.** The scale and scope of Communications Activities undertaken for any Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.

- G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.
- G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.
- G.3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.10.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

#### **G.4.0 JOINT COMMUNICATIONS**

- G.4.1 **Subject Matter.** The Parties and Canada may have Joint Communications about the funding and status of each Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of any Project should not occur without the prior knowledge and agreement of the Parties and Canada.
- G.4.3 **Recognition of the Province’s and Canada’s Contributions.** All Joint Communications material must be approved by the Province and Canada and will recognize the Province’s and Canada’s contribution or the Total Financial Assistance, or both, received in respect of any Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days’ notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).
- G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.
- G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will, as applicable, follow the *Table of Precedence for Canada* provided by Canada at

<https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html>, or at any other location as the Province may provide.

## **G.5.0 INDIVIDUAL COMMUNICATIONS**

- G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada or the Province, or both, have the right to communicate information to Canadians and Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.
- G.5.2 **Restrictions.** Each Party may include general ICIP messaging and an overview in respect of any Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to any Project and, if the communications are web- or social-media based, the ability to link to it. Canada has also agreed, in the Bilateral Agreement, to the above.
- G.5.3 **Publication.** The Recipient will indicate, in respect of any Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of Canada and the Province.
- G.5.4 **Canada's Recognition in Documents.** In respect of any Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's respective financial contribution for the Project.
- G.5.5 **Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of any Project-related publications, whether written, oral, or visual, acknowledge the Province's and Canada's support for the Project.

## **G.6.0 OPERATIONAL COMMUNICATIONS**

- G.6.1 **Responsibility of Recipient.** The Recipient is solely responsible for operational communications in respect of each Project, including but not limited to calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

## **G.7.0 MEDIA RELATIONS**

G.7.1 **Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada if significant media inquiries are received or emerging media or stakeholder issues arise in respect of a Project or the ICIP.

## G.8.0 SIGNAGE

G.8.1 **Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution in respect of each Project.

G.8.2 **Funding Recognition.** Unless otherwise agreed by Canada or the Province, or both, the Recipient will produce and install a sign to recognize the funding contributed by the Province or Canada, or both, at each Project site in accordance with, as applicable, their current respective signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada. Provincial sign design, content, and installation guidelines will be provided by the Province.

G.8.3 **Permanent Plaque.** Where the Recipient decides to install a permanent plaque or another suitable marker in respect of any Project, the Recipient will:

- (a) on the marker, recognize the Province's and Canada's contributions; and
- (b) prior to installing the marker, seek the prior written approval of both Canada and the Province, each respectively, for its content and installation.

G.8.4 **Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign, once the sign has been installed.

G.8.5 **Timing for Erection of Sign.** If erected, signage recognizing Canada's and the Province's respective contributions will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.

G.8.6 **Size of Sign.** If erected, signage recognizing Canada's and the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of repair during the Project, or as otherwise agreed upon.

## **G.9.0 COMMUNICATING WITH RECIPIENT**

G.9.1 **Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

## **G.10.0 ADVERTISING CAMPAIGNS**

G.10.1 **Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign in respect of any Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, Canada or the Province will inform each other and the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

**[SCHEDULE “H” – DISPOSAL OF ASSETS FOLLOWS]**

## **SCHEDULE “H” DISPOSAL OF ASSETS**

### **H.1.0 DEFINITIONS**

H.1.1 **Definitions.** For the purposes of this Schedule “H” (Disposal of Assets):

“**Asset Disposal Period**” means the period commencing on the Effective Date and ending five (5) years after the Expiration Date.

### **H.2.0 DISPOSAL OF ASSETS**

H.2.1 **Asset Disposal Period.** Unless otherwise agreed to by the Province, the Recipient will maintain the ongoing operations and retain title to and ownership of any Asset acquired in respect of any Project for the Asset Disposal Period.

H.2.2 **Disposal of Asset and Payment.** If, at any time within the Asset Disposal Period, the Recipient sells, leases, encumbers, or otherwise disposes, directly or indirectly, of any Asset other than to Canada, the Province, or a municipal or regional government established by or under provincial statute, the Province may require the Recipient to reimburse the Province or Canada, via the Province, for any Funds received for any Project.

**[SCHEDULE “I” – ABORIGINAL CONSULTATION PROTOCOL FOLLOWS]**

**SCHEDULE “I”  
ABORIGINAL CONSULTATION PROTOCOL**

**I.1.0 DEFINITIONS**

I.1.1 **Definitions.** For the purposes of this Schedule “I” (Aboriginal Consultation Protocol):

“**Aboriginal Community**”, also known as “Aboriginal Group”, includes First Nation, Métis, and Inuit communities or peoples of Canada.

“**Aboriginal Consultation Plan**” means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

**I.2.0 ABORIGINAL CONSULTATION PLAN**

I.2.1 **Development of Plan.** The Province, based on the scope and nature of the Project or at the request of Canada, may require the Recipient, in consultation with the Province or Canada, or both, to develop and comply with an Aboriginal consultation plan (“Aboriginal Consultation Plan”) in respect of each Project.

I.2.2 **Procedural Aspects of Aboriginal Consultation.** If consultation with Aboriginal Communities is required, the Recipient agrees that:

- (a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province or Canada, or both, will provide the Recipient with an initial list of the Aboriginal Communities the Recipient will consult.

I.2.3 **Provision of Plan to Province.** If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

I.2.4 **Changes to Plan.** The Recipient agrees that the Province or Canada, in the sole discretion of the Province or Canada and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

**I.3.0 ABORIGINAL CONSULTATION RECORD**

I.3.1 **Requirements for Aboriginal Consultation Record.** If consultation with an Aboriginal Community is required, the Recipient will maintain an Aboriginal Consultation Record

and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section D.2.1 (Inclusion of Aboriginal Consultation Record).

#### **I.4.0 RESPONSIBILITIES OF THE RECIPIENT**

**I.4.1 Notification to and Direction from the Province.** The Recipient, with respect to each Project, will immediately notify the Province:

- (a) of contact by Aboriginal Communities regarding the Project; or
- (b) of any Aboriginal archaeological resources that are discovered in relation to the Project,

and, in either case, the Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada's direction.

**I.4.2 Direction from the Province and Contracts.** In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

### **[SCHEDULE "J" – REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES FOLLOWS]**

**SCHEDULE “J”  
REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES**

**J.1.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT**

- J.1.1 **Procedures.** The procedures provided for in Article J.2.0 (Procedures for Requests for Payment for Eligible Expenditures) of this Schedule “J” (Request for Payment and Payment Procedures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.
- J.1.2 **Diligent and Timely Manner.** The Recipient will submit its requests for payment for Eligible Expenditures in respect of each Project to the Province in a diligent and timely manner.

**J.2.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES**

- J.2.1 **Timing, Reports and Documents.** The Recipient will submit each request for payment for Eligible Expenditures in respect of each Project to the Province in accordance with Schedule “D” (Reports) and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee.

**J.3.0 PAYMENTS OF FUNDS**

- J.3.1 **Payment by the Province.** Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule “J” (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to pay Funds to the Recipient based on the Recipient’s incurred and paid Eligible Expenditures up to the Maximum Funds, if due and owing under the terms of the Agreement. Claims will be reimbursed based on the Percentage of Provincial Support and the Percentage of Federal Support as set out in Sub-schedule “C.1” (Project Description and Financial Information).
- J.3.2 For greater certainty and without limitation, before the Province makes a payment to the Recipient, the following terms and conditions of the Agreement must be met, in the opinion of the Province or Canada, or both:
- (a) the conditions set out in paragraph A.4.2(c) of Schedule “A”;
  - (b) the special conditions listed in Article A.31.0 of Schedule “A” (Special Conditions);

- (c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;
- (d) compliance with all applicable audit requirements under the Agreement; and
- (e) applicable communications requirements, as set out Schedule “G” (Communications Protocol).

J.3.3 The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.3.0 (Payments of Funds).

#### **J.4.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS**

J.4.1 **Timing.** The Recipient will submit all requests for payment within 60 Business Days of any Project’s Substantial Completion.

J.4.2 **No Obligation for Payment.** Notwithstanding anything to the contrary herein, the Province will have no obligation to make any payment for a request for payment that is received by the Province after 60 Business Days following the Substantial Completion of any Project.

#### **J.5.0 FINAL RECONCILIATION AND ADJUSTMENTS**

J.5.1 **Final Reconciliation and Adjustments.** For each Project, following the submission of the final Progress Report and the declaration of Substantial Completion, the Province will carry out a final reconciliation of all requests for payments and payments in respect of the Project and make any adjustments required in the circumstances.

#### **J.6.0 HOLDBACK**

J.6.1 **Holdback.** For each Project, the Province may hold back funding in accordance with section A.4.12 (Retention of Contribution).

#### **J.7.0 FINAL PAYMENT**

J.7.1 **Final Payment.** Subject to paragraph A.4.2(c) of Schedule “A” (General Terms and Conditions), the Province will pay to the Recipient the remainder of the Funds under the Agreement, including the Holdback, after all of the conditions under section A.4.12 (Retention of Contribution) of Schedule “A” (General Terms and Conditions) have been met.

**[SCHEDULE “K” – COMMITTEE FOLLOWS]**

## **SCHEDULE “K” COMMITTEE**

### **K.1.0 ESTABLISHMENT OF COMMITTEE**

**K.1.1 Establishment and Term of Committee.** If the Province requires the establishment of a Committee to oversee the Agreement, pursuant to section A.29.1 (Establishment of Committee), the Parties will, within 60 days of the Province providing Notice, hold an initial meeting to establish the Committee. The Committee’s mandate will expire on the Expiration Date of the Agreement.

### **K.2.0 COMMITTEE MEMBERS, CO-CHAIRS, AND OBSERVERS**

**K.2.1 Appointments by the Province.** The Province will appoint two persons as members of the Committee.

**K.2.2 Appointments by the Recipient.** The Recipient will appoint two persons as members of the Committee.

**K.2.3 Chairs of the Committee.** The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, will replace him or her and will act as co-chair in his or her place.

**K.2.4 Non-committee Member Staff.** The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

### **K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS**

**K.3.1 Rules of Committee.** The Committee will:

- (a) meet at least two times a year, and at other times at the request of a co-chair; and
- (b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

**K.3.2 Quorum.** A quorum for a meeting of the Committee will exist only when both co-chairs are present.

### **K.4.0 COMMITTEE MANDATE**

**K.4.1 Mandate.** Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

- (a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule “G” (Communications Protocol), for compliance with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues or disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;

- (e) establishing sub-committees as needed;
- (f) at the request of the Province, reviewing requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

**K.4.2 Committee Decisions.** Decisions of the Committee will be made as follows:

- (a) the co-chairs will be the only voting members on the Committee; and
- (b) decisions of the Committee must be unanimous and recorded in writing.

## **K.5.0 ROLE OF THE RECIPIENT**

**K.5.1 Requirements.** The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule “K” (Committee), the following:

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee’s mandate and, if relocation is required, establish a new location;
- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, contracts, and agendas and minutes of meetings of the Committee and its subcommittees;
- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- (d) ensure that administrative and financial systems are developed and implemented for any Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes in respect of any Project; and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee’s satisfaction, project status information related to Schedule “D” (Reports).

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

**By-law No. 2021-117**

**Being a by-law to designate any plan of subdivision, or part thereof,  
that has been registered for eight years or more, which shall be  
deemed as not a registered plan of subdivision - 91 Station Street  
Roll No. 5418-030-009-386.00**

**Whereas** Section 50(4) of the Planning Act, R.S.O. 1990, c.P.13, as amended authorizes the Council of a municipality to designate by by-law, a plan of subdivision, or any part thereof, that has been registered for eight (8) years or more, which shall be deemed not to be a registered plan of subdivision for the purposes of subdivision control; and

**Whereas** Council considered Memo No. 026-2021-CS at the August 10, 2021 Regular Council meeting and directed staff to prepare the necessary by-law to deem PLAN M52NB LOTS 89, 91 PCLS 7867NND,15405SST STATION ST W, to no longer be lots on a plan of subdivision for consideration at the August 10, 2021 Regular Council meeting.

**Now therefore** the Council of the Corporation of the City of Temiskaming Shores enacts as follows:

1. That the lands hereinafter described shall be deemed not to be a lot or block on a Registered Plan of Subdivision for the purposes of Section 50(4) of the Planning Act R.S.O. 1990, c.P.13, as amended and as generally illustrated on Schedule "A" attached hereto and forming part of this by-law.
2. That the lands are described as:
  - PLAN M52NB LOTS 89, 91 PCLS 7867NND,15405SST STATION ST W
3. That in accordance with Section 50(28) of the Planning Act, R.S.O. 1990, c.P.13, as amended, a certified copy or duplicate of this by-law shall be registered by the Clerk of the Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
4. That in accordance with Section 50(29) of the Planning Act, R.S.O. 1990, c.P.13, as amended, Council shall give notice of the passing of the by-law within 30 days of the passing to the owner of land to which the by-law applies.
5. That in accordance with Section 50(30) of the Planning Act R.S.O. 1990, c.P.13, as amended, Council shall hear in person or by an agent any person to whom a notice was sent, who within twenty days of the mailing of the notice gives notice to the Clerk of The Corporation of the City of Temiskaming Shores that the person desires to make representations respecting the amendment or repeal of the by-law.

6. That the Mayor and Clerk are authorized to sign all necessary documents in connection with this by-law.
7. That this by-law shall not be effective until a certified copy or duplicate of this by-law is registered by the Clerk of The Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
8. That the passing of this by-law shall be subject to the provisions of the Planning Act.
9. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

**Read a first, second and third time and finally passed** this 10<sup>th</sup> day of August, 2021.

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Mayor

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Clerk

Schedule "A"

City of Temiskaming Shores – 91 Station Street



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

### **By-law No. 2021-118**

**Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision - 441 Lawlor Street  
Roll No. 5418-030-005-138.00**

**Whereas** Section 50(4) of the Planning Act, R.S.O. 1990, c.P.13, as amended authorizes the Council of a municipality to designate by by-law, a plan of subdivision, or any part thereof, that has been registered for eight (8) years or more, which shall be deemed not to be a registered plan of subdivision for the purposes of subdivision control; and

**Whereas** Council considered Memo No. 027-2021-CS at the August 10, 2021 Regular Council meeting and directed staff to prepare the necessary by-law to deem PLAN M48NB LOTS 182,185 PCL 24990SST, to no longer be lots on a plan of subdivision for consideration at the August 10, 2021 Regular Council meeting.

**Now therefore** the Council of the Corporation of the City of Temiskaming Shores enacts as follows:

1. That the lands hereinafter described shall be deemed not to be a lot or block on a Registered Plan of Subdivision for the purposes of Section 50(4) of the Planning Act R.S.O. 1990, c.P.13, as amended and as generally illustrated on Schedule "A" attached hereto and forming part of this by-law.
2. That the lands are described as:
  - PLAN M48NB LOTS 182,185 PCL 24990SST
3. That in accordance with Section 50(28) of the Planning Act, R.S.O. 1990, c.P.13, as amended, a certified copy or duplicate of this by-law shall be registered by the Clerk of the Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
4. That in accordance with Section 50(29) of the Planning Act, R.S.O. 1990, c.P.13, as amended, Council shall give notice of the passing of the by-law within 30 days of the passing to the owner of land to which the by-law applies.
5. That in accordance with Section 50(30) of the Planning Act R.S.O. 1990, c.P.13, as amended, Council shall hear in person or by an agent any person to whom a notice was sent, who within twenty days of the mailing of the notice gives notice to the Clerk of The Corporation of the City of Temiskaming Shores that the person desires to make representations respecting the amendment or repeal of the by-law.
6. That the Mayor and Clerk are authorized to sign all necessary documents in connection with this by-law.

7. That this by-law shall not be effective until a certified copy or duplicate of this by-law is registered by the Clerk of The Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
8. That the passing of this by-law shall be subject to the provisions of the Planning Act.
9. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

**Read a first, second and third time and finally passed** this 10<sup>th</sup> day of August, 2021.

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Mayor

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Clerk

Schedule “A”

City of Temiskaming Shores – 441 Lawlor Street



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

### **By-law No. 2021-119**

#### **Being a by-law to authorize the execution of a Site Plan Control Agreement with In & Out Truck Wash for 437025 Hawn Drive Roll No. 5418-020-001-018.20 & 018.21**

**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 41 of the Planning Act, R.S.O. 1990 c.P.13, as amended, enables the Municipality to establish a Site Plan Control Area; and

**Whereas** the Council of the Corporation of the City of Temiskaming Shores passed By-law No. 2018-097 designating the City of Temiskaming Shores as Site Plan Control Areas; and

**Whereas** Council considered Administrative Report No. CS-032-2021 at the August 10, 2021 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a Site Plan Agreement with In & Out Truck Wash Ltd. for consideration at the August 10, 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. The Mayor and Clerk are hereby authorized to enter into a Site Plan Control Agreement with In & Out Truck Wash Ltd., a copy of which is attached hereto as Schedule "A" and forming part of the by-law; and
2. That a Notice of Agreement be registered at the Land Titles Office in Haileybury to register Schedule "A" to this by-law; and
3. That this by-law takes effect on the day of its final passing; and
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 10<sup>th</sup> day of August, 2021.

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Mayor

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Clerk



Schedule "A" to  
**By-law No. 2021-119**  
**Site Plan Control Agreement**  
**(437025 Hawn Drive)**

**This agreement**, made this 10<sup>th</sup> day of August, 2021.

Between:

**The Corporation of the City of Temiskaming Shores**  
325 Farr Drive, P.O. Box 2050, Haileybury, ON P0J 1K0  
(hereinafter called the "**City**")

And:

**In & Out Truck Wash Ltd.**  
PO Box 2535, New Liskeard, ON P0J 1P0  
(hereinafter called the "**Owner**")

**Whereas** the City of Temiskaming Shores enacted Site Plan Control Area By-law No. 2018-097 pursuant to the provisions of Section 41 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended (the "**Act**"); and

**Whereas** By-law No. 2018-097 also sets out policies for site plan control assurances; and

**Whereas** by an application dated on or about October 30<sup>th</sup>, 2020, the Owner applied to the City for site plan approval in respect of its development described in Schedule "A"; and

**Whereas** the Owner owns the property described as 437025 Hawn Drive, DYMOND CON 1 PT S 1/2 LOT 6 RP 54R5639 PARTS 21 TO 24 AND 29 TO 32.

**Now Therefore** in consideration of the mutual covenants contained herein, the parties covenant and agree as follows:

Conditions for Site Plan Control Agreement

This Agreement shall apply to the Lands, and to the development and redevelopment of the Lands.

The Owner covenants and agrees:

1. That no development or redevelopment will proceed on the Lands except in accordance with the Plans approved by the City pursuant to Section 41 of the Planning Act R.S.O. 1990, c.P.13, and more specifically identified in Appendix 1 to 5 inclusive attached hereto (collectively, the "**Plans**");
2. That the proposed buildings, structures and other works shown on the Plans with respect to the Lands shall be completed in conformity with the Plans;
3. To carry out all works in such a manner as to prevent erosion of earth, debris and

- other material from being washed or carried in any manner onto any road or road allowance whether opened or unopened or onto the property of any other person or persons;
4. To provide and construct all stormwater management works and drainage of the Lands to the satisfaction of the City and the Ministry of Transportation (the "MTO") acting reasonably, as shown on the Plans; and further agrees to maintain same to the satisfaction of the City and the MTO;
  5. To construct an entrance/exit in the locations as shown on the Plans to the satisfaction of the City;
  6. To provide such pavement markings, sidewalks, paving, curb cuts, and to landscape the Lands as shown on the Plans and further agrees to maintain same to the satisfaction of the City;
  7. That prior to the work commencing, arrangements for the necessary permits and approvals must be made with the MTO and the City's Public Works Department and Building Department;
  8. That any required work on the property in respect to municipal water and sanitary sewer must be carried out in accordance with City specifications, by a contractor approved by the City, at the expense of the Owner;
  9. That the Owner must provide confirmation to the Manager of Environmental Services that the water and sanitary sewer services are adequate to support the development;
  10. That the Owner's engineer shall conduct testing of water and sanitary sewer services and confirm in writing to the Manager of Environmental Services that testing has been completed to the satisfaction of the City;
  11. That upon completion of installation and construction of all of the services, works and facilities, the Owner shall supply the City with a certificate from the Owner's engineer verifying that the services, works and facilities were installed and constructed in accordance with the approved plans and specifications.
  12. That all entrances, exits and fire routes within the parking area and surrounding the building shall, at all times, be kept clean and clear of snow or debris to the satisfaction of the City acting reasonably, failing which the City shall notify the Owner in writing by registered mail and allow the Owner two (2) business days from receipt of the written notice to perform the required work. If the Owner does not complete the required work within two (2) business days the City shall have the right to enter upon the parking areas, undertake the clearing and removal of snow or debris on all entrances, exits and fire routes and recover from the Owner all reasonable costs, by action or in like manner as municipal taxes (post project

completion) that are overdue and payable.

13. That all conditions as set out in this agreement and as shown on the Plans inclusive, shall be completed within one (1) year of the issuance of an Occupancy Permit. That all work shown on the Plans that is legislated by Ontario Building Code shall be completed prior to the issuance of an Occupancy Permit.
14. That all conditions as set out in the agreement and as shown on the Plans inclusive, shall be completed within two (2) years of the issuance of any building permit. All work shown on the Plans that is legislated by the Ontario Building Code shall be completed prior to the issuance of an Occupancy Permit.
15. That prior to receiving a building permit, the Owner will deposit with the City, the sum of \$75,586.00 in Canadian Dollars by way of a certified cheque, cash or an irrevocable Letter of Credit to ensure the satisfactory performance of all work to be done on the subject lands, to ensure fulfilment of all terms and conditions of this Agreement.
  - (a) The Letter of Credit must be arranged such that draws may be made by the City, if necessary, in accordance with the terms and conditions of this Agreement.
  - (b) Upon completion of all works and services required by this Agreement to the satisfaction of the City acting reasonably, the City shall return any deposit to the then owner of the property.
  - (c) Should the owner fail to comply with the terms and conditions of this agreement the City may undertake the required work. Should the owner fail to pay the City forthwith upon demand, the City shall apply all or such portion of the deposit as may be required towards the cost.
    - (i) Should the cost exceed the amount of the deposit, the City will invoice the Owner for the additional amount.
16. That the Owner will indemnify the City and each of its officers, servants, and agents from all loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind arising from or in consequence of the execution, non-execution or imperfect execution of any of the work hereinbefore mentioned to be performed by the Owner or its contractors, officers, servants or agents or of the supply or non-supply of material therefore to be supplied by the Owner or its contractors, officers, servants or agents, provided such loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings arise by reason of negligence on the part of the Owner or its contractors, officers, servants or agents.
17. That the Owner shall not hold the City responsible for any and all costs related to

the provision of revised site plans.

18. That the Owner consents to the registration of this Agreement against the Lands by way of "Notice of Agreement" and understands that the said Notice of Agreement shall remain on title to the Lands in perpetuity or until mutual consent of the Owner and the City to remove the Notice of Agreement from title.
19. That the Owner understands and agrees that it shall be responsible for all fees incurred in the registration of this Agreement against the title to the Lands and for all registration fees incurred in the registration of any subsequent amendment or deletion of the Agreement from title and for any approvals or consents required to register this Agreement.
20. The Owner shall arrange for and shall be responsible for all fees incurred in the registration of postponements of all debentures, charges, mortgages, or other similar documents registered prior to the registration of this Agreement.
21. That the Owner understands and agrees that any modifications to the site, additional structures, building additions and/or new buildings on the Lands shall require an amendment to this Agreement, if deemed by the City to be of a magnitude to warrant such an amendment.
22. The following Appendices are attached to this agreement:
  - Appendix 1 – Site Plan; A100; Drawn By: SV; No. 6. Date June 10, 2020 For/To: Site Plan Approval.
  - Appendix 2 – Exterior Elevations; A401; Drawn By: SV; No. 6. Date June 10, 2020 For/To: Site Plan Approval.
  - Appendix 3 – SITE GRADING PLAN AND PROFILE; DESIGN D.F.E.; DATE APRIL 2021
  - Appendix 4 – CONSTRUCTION DETAILS & TYPICAL SECTIONS; DESIGN D.F.E.; DATE APRIL 2021
  - Appendix 5 – Stormwater Management Report IN – and – OUT Truck Wash; May 2021; Submitted, Lad Shaba, B.Sc; M.A(Ed); CET; P.Eng. Senior Geotechnical & Structural Engineer

**This Agreement** shall be binding upon the parties hereto and their respective successors and assigns.

**Remainder of Page left blank intentionally**

In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in  
the presence of

**In & Out Truck Wash Ltd.**

\_\_\_\_\_  
Signature  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Municipal Seal

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

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – Logan Belanger



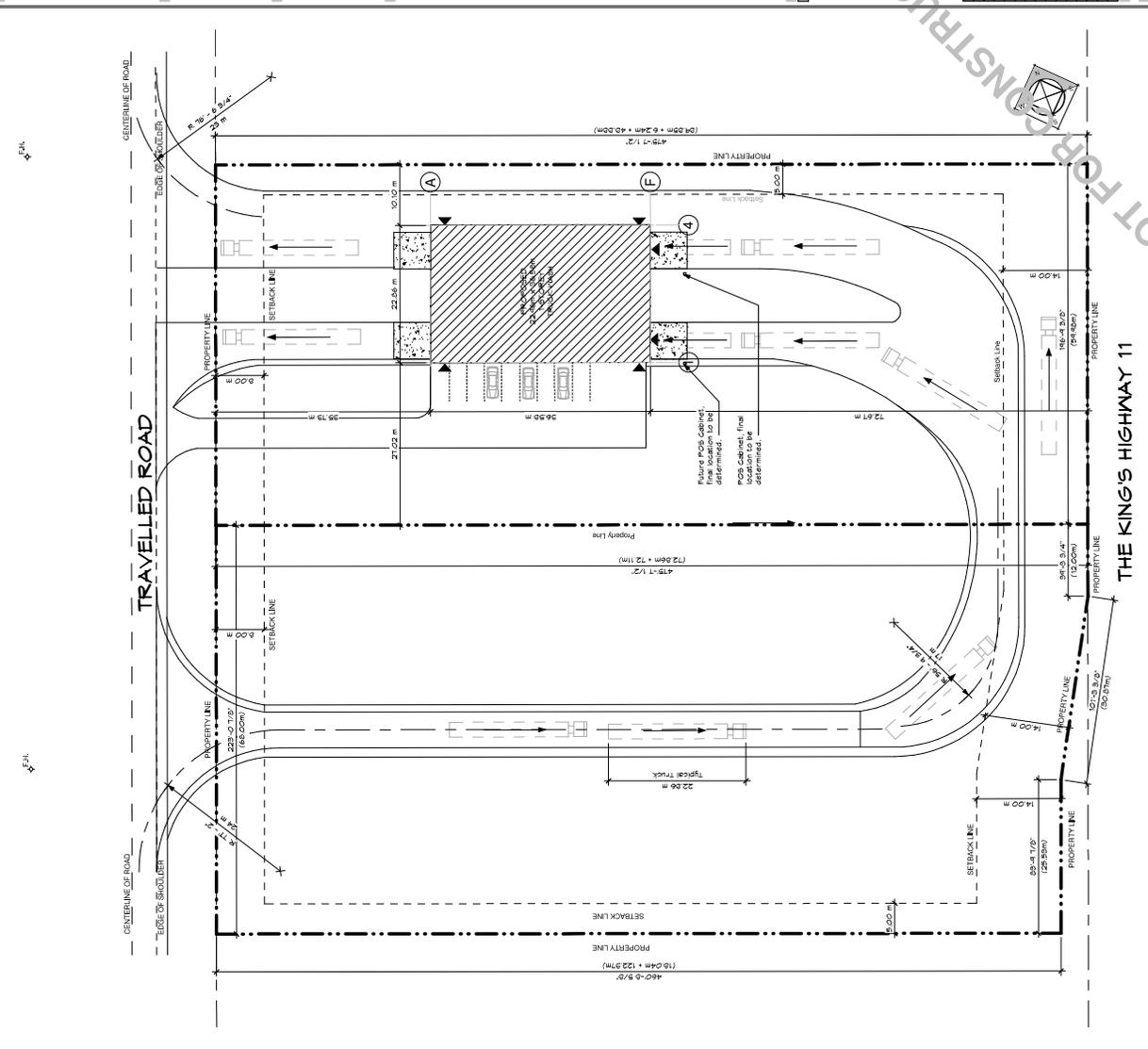
In & Out Truck Wash  
In & Out Truck Wash Ltd  
Temiskaming Shores, Ontario

No.	Date	Revisions	Description

No.	Date	Issued to	From:

Form No.	Scale:
SV	As Indicated

Checked By: PFL/MS  
Date: 08/15/19  
Sheet Number: A100



TRAVELLED ROAD  
THE KINGS HIGHWAY 11

Centerline of Road  
Edge of Shoulder  
Edge of Curb

Setback Line  
Property Line

Future PMS Cabinets  
Final location to be determined  
PMS Cabinet, final location to be determined

1  
Site Plan  
Area 1/100

NOT FOR CONSTRUCTION

Site Plan

LEGAL DESCRIPTION	RECON ALLOWED	EXISTING PROVIDED
ZONING	4000 m <sup>2</sup>	1870 m <sup>2</sup>
MAX LOT COVERAGE	30%	42%
MAX FLOOR AREA	-	8842 m <sup>2</sup>
MAX HEIGHT	12 m	7.86 m
FRONT YARD DEPTH	15 m	35.93 m
INTERIOR SIDE YARD DEPTH (min):	8 m	10.1 m
REAR YARD DEPTH	8 m	96 m
MIN LANDSCAPE OPEN AREA:	0%	96.5%
MIN OPEN FLOOR AREA:	-	1082.1 m <sup>2</sup>
PARKING:	9 (8 per 100 m <sup>2</sup> net floor area)	9

Site Statistics  
Address: 442  
Municipality: RR









**Stormwater Management Report**

IN - and - OUT Truck Wash  
433955 Hawn Drive  
Dymond Concession 1  
Part of the South Half of Lot 6; RP 54R-5639 Parts 24, 32.

**Submitted To:**

Justin Breau, Owner  
Temiskaming Shores, Ontario

**Submitted By:**

Shaba Testing Services Ltd.  
Kirkland Lake, Ontario

**Our Project Number:**

STS 2019-0181-NL & STS 2020-0056

May 2021

©

ISSUED FOR CONSTRUCTION

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### ENCLOSURES

Enclosure I – Short Duration Rainfall Intensity – Dymond ONT Hydro

Enclosure 2 – Stormwater Design Drawing

Appendix A – Site Photos

Appendix B – Storm Design Calculations-Rational Method

**IN and OUT Truck Wash**  
**Dymond Township, Ontario**

**From:** Lad Shaba, P.Eng.  
**To:** Justin Breau, Owner  
**Subject:** Stormwater Management Report  
**Date:** May 25, 2021

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### **1.0 INTRODUCTION**

Shaba testing Services Ltd has been retained to proceed with the development of site plan, site servicing and storm water management (SWM) plan for the vacant and undeveloped lot on 433955 Hawn Drive in the industrial complex in Dymond Township, City of Temiskaming Shores, Ontario. The lots are for the proposed In-and-Out Truck Wash. It is 1.837 hectares in size and the proposed building will be situated to the north west of the lot as shown in Site plan Drawing #1. The lot is bounded to the north and south by vacant lots, and the east by Highway 11 and to the west by Hawn Drive. There is a berm between the eastern boundary and highway 11 drop down. The berm is at an average elevation of 277.0 m, which is higher than the ditch along highway 11 (276.43 m). The average of the lot is lower than its surrounding properties.

In the undeveloped state, there is little or no surface runoff discharged to the ditch along Hawn Drive or the ditch along MTO Highway 11 corridor. The majority of the pre-development flows are all captured within the lots, due to its lower terrain, and dissipated largely by infiltration, and to a lesser extent, by evapotranspiration from the vegetation cover. For the most part, the lot terrain slopes towards the middle of the lot with a range of elevation from 278.0 m to 275.83 m.

The existing stormwater controls in the area consist of a ditch along Hawn Drive. The ditch drains downhill and northerly towards the end-of pipe stormwater management facility at Rockley Road. The Dry Pond at Rockley Drive was designed to mitigate post-development flows in the whole industrial district and is situated about 1.2 km from this proposed site.

The soil test indicated a soft to firm and fissured sedimentary rock with high infiltration rate. Ground water table is expected to be very deep more than 6 m on this site, hence storage volume due to post-development flow infiltration would not be a concern and will serve to

mitigate potential erosion, and significant enhancement sediment control. The lot will consist of an industrial type steel building for the truck wash, gravel roads for the incoming and exiting truck traffic, and a parking lot. Only 37 percent of the area will be impervious cover.

There will be an assessment of the pre- and post -development runoffs in the 1:2 to 1:100 – storm events. As per the City of Temiskaming and MTO Guidelines, post-development runoff will be expected to be lesser than, or equal to the pre-development. Site controls will be implemented to limit the post-development flow to that of pre-development. This would be accomplished through a series of integrated approaches.

## **2.0 SITE DESCRIPTION AND BACKGROUND**

The proposed IN-and-Out Truck wash is located on Hawn Drive in the Business area of the Township of Dymond in the City of Temiskaming Shores. Its legal description is Dymond Concession 1. South ½ of Lot 6; RP 54 R-5639 Parts 24, 32. Concession 1, City of Temiskaming Shores. See the site photo #1 below.

The subject property is currently zoned M2-Manufacturing Industrial as indicated on Schedule D3 of the City of Temiskaming Shores Zoning By-Law 2017-154.



Figure 1- Site Photo

### **3.0 APPROVAL REQUIREMENTS**

It is anticipated that this report and the accompanying drawing/s will provide the required documentation for the following approvals:

City of Temiskaming Shores (Plan Approvals).

Ministry of Transportation (MTO) of Ontario.

### **4.0 REFERENCE DOCUMENTATION**

Reference document for this report includes the following:

City of Temiskaming Shores Site Plan Approval

MTO- Stormwater Management Planning and Design

MTO- Drainage Management Manual

Environment Canada- Dymond Township IDF Data

EC DATA Explorer

McCuen, Richard, Hydrologic Analysis and Design, Prentice Hall.

### **5.0 STORMWATER SERVICING**

The stormwater servicing design is on the attached drawing. In it, they are all the finished grade elevations, the flow directions and our stormwater controls such as the north and south ditches and a dry pond. This report will also highlight measures to control erosion and sedimentation during construction.

Stormwater management practices are predicated upon the facts that land developments have the tendency to increase both the volume and rate of flow of surface runoff from precipitation. The once pervious surface, which allows much of the precipitation to infiltrate into the ground, gave way to impervious surfaces such as roof tops and paved parking lots thereby decreasing the percolation rate and hence increased the subsequent surface runoff. Additionally, commercialization has the tendency for adding unforeseen sediments into the receiving lakes and streams, thereby contributing to water quality degradation. And in extreme cases, uncontrolled post-development runoff due to impervious surfaces can culminate into channel erosion, sediment deposits, flooding or surcharging of major hydraulic structures.

## 6.0 DESIGN STORM

Dynamic or synthetic modeling is typically used to assess the stormwater of a given site. Examples are the SCS Type II Design Storm and 3-hr Chicago Design Storm. These two storm designs usually involved simulations with computer software such as PCSWMM, Civil Storm by Bentley or OTTHYMO, SGS Graphical Peak discharge, using Curve Number (CN) and the Rational Method, using assigned runoff coefficient, also be used to calculate peak flows.

Rational Method will be utilized for our runoff calculations for this site and if required modeling approaches such as SCS Type II storm event and Chicago 3 modeling can be used.

### 6.1 Rational Method-Peak Flow Calculations

Of all the methods that are available for calculating peak discharges, the Rational Method, proposed over a century ago, continues to be the most commonly used method for determining peak discharges for drainage facilities for small watersheds of 25 km<sup>2</sup> (10 ha) or less. This formula expressed in metric is as follows:

$$Q = 1/360 \times C \times I \times A \text{ (m}^3\text{/s)} \quad \text{or} \quad 2.78 \times C \times I \times A \text{ (L/s)}$$

Q= Peak design discharge in m<sup>3</sup>/sec or L/s

1/360 = conversion constant to metric units (0.0028)= 2.78

C= Runoff coefficient (dimensionless)

I = average rainfall intensity for a duration equal to the time of concentration in mm/hr

A = area of watershed in hectares (ha)

### 6.2 Site flow calculations

The Intensity-Duration-Frequency (IDF) Curve for Dymond ONT Hydro from Environment Canada (Enclosure I) will be used. The time of concentration, which is defined as the time it will take for drops of water at hydraulically distant part of the site to reach the point of collection, will be calculated by using the Bransby-Willaims formula ( $T_c = \frac{0.057L}{S_w^{0.2} A^{0.1}}$ ) since the composite runoff C, as calculated below, is more than 0.49. The time of concentration, T<sub>c</sub>, of 10 minutes will be chosen. The required storm periods of 1:2, 1:5, 1:50 and 1:100 will also be used.

The Dymond rain gauge station that will be used is ON 6072183, Latitude 47 31' N and longitude 79 41' W at an elevation of 198 m.

The relevant rain gage measurements, for dynamic or synthetic Storm modeling, if required, are shown in Table 1a below.

The relevant intensity parameters for the rational method are as shown in the Table 1 b below.

Table 1 a - Return Period Rainfall amount (mm) for Design Storm assessment.

Period - Storm Frequency	Depth of rainfall ( mm) 1-hr	Depth of rainfall (mm) 24-hr
1:2	18.3	37.0
1:5	22.4	47.6
1: 50	30.9	70.1
1:100	33.4	76.6

Table 1 b -Return Period Rainfall Rates (mm/hr) for Rational Method.

Period - Storm Frequency	Intensity I from Gauge IDF (mm/hr)	Time of Concentration mins
1:2	64.2	10.0
1:5	92.1	10.0
1: 50	151.4	10.0
1:100	168.6	10.0

Our estimate of flow calculations based on Rational Method for this property for 1:5, 1:50 and 1; 100 yr-storm, for the identified sub-catchment areas #1 and #4 are summarized as follows in table 1 c.

The runoff from the below sub-catchment areas will routed to the north-west and south west ditches along Hawn Drive, and subsequently to the Exp designed pond to the north of this site on Rockley Road .

Table 1 c: Flows for sub-catchments # 1 and #4

Sub-Catchment Areas	Rational Method – Pre-Development Peak ( L/s)			Rational Method – Post-Development Peak Flows ( L/s)		
	1:5	1:50	1:100	1:5	1:50	1:100
1	6.6	10.9	12.1	8.1	13.4	14.9
4	18.9	31.2	34.7	37.9	62.4	69.5

See all detailed calculations for the rest of the sub-catchment areas in appendix B of this report.

Our calculated peak flow and pipe sizing summary tables #1 d and #1 e are indicated below. Runoff to pipe #3 is only 15% of sub-catchment area #5.

Table 1 d: Flows for Sub-Catchments #2, #3 and #5

Sub-Catchment Areas	Rational Method – Pre-Development Peak ( L/s)			Rational Method – Post-Development Peak Flows ( L/s)		
	1:5	1:50	1:100	1:5	1:50	1:100
2	25.1	41.4	46.1	30.2	49.7	55.3
3	18.9	31.2	34.7	31.6	52.0	57.9
5	71.4 *	117.3 *	130.6*	109.4 *	179.9 *	200.3 *
	15% 10.8	15% =17.6	15% = 20	15%= 16.4	15%= 27.0	15% = 30.0

Table 1 e: Pipes Sizing Summary

Pipe ID	Sub-Catchment	Flow	Slope	Length (m) & Diameter (mm)	Material Type
#1	#2	55.3		18.0 m x 450 mm 38 m x 375	HDPE Culvert
#2	#3	57.9		38 m x 375 mm	HDPE Culvert
#3	#5	30.0		10.3 m x 300 mm	HDPE Culvert

Ditches as shown on the stormwater Design drawing are at 0.25%.

### 6.3 Pond Volume Calculations for 100 yr storm runoff

Sub-Catchment #2: 55.3 L/s (Post) – 46.1 L/s (Pre) Net 100-yr = 9.2 L/s

Assumed infiltration at 55% = 5.1 L/s

Net flow for the retention dry pond within the property = **4.1 L/s**

Sub-Catchment #3: 57.9 L/s (Post) – 34.7 L/s (Pre) Net 100-yr = 23.2 L/s.

Assumed infiltration at 55% = 12.8 L/s

Net flow for the retention dry pond within the property = **10.4 L/s**

Sub-Catchment #5: 200.3 L/s (Post) – 130.6 L/s (Pre) Net 100-yr = 69.7 L/s

Assumed infiltration at 55% = 38.3 L/s

Net flow for the retention dry pond within the property = **31.4 L/s.**

Total Net flow = 4.1 L/s +10.4 L/s +31.4 L/s = **45.9 L/s**

Therefore, the 24-hr the volume of storage for 100 yr-storm (net) = 45.9 L/s = 0.0459

Net volume = 0.0459 m<sup>3</sup>/sec x 60sec/minx 60 x 24 = 3,965.76 m<sup>3</sup>

Assume 1 .0-meter depth = Area of pond = 0.396 ha-m volume.

Available Area = 0.920 ha

## **7.0 CURVE NUMBER CALCULATIONS**

Hydrologic Soil Group B

Permeable Soil Type = CN = 61

Impermeable Soil Type = 98

Composite CN for sub-catchment areas for Antecedent Moisture Conditions (AMC-2) 2

1. CN = 64
2. CN = 65
3. CN = 74
4. CN = 80
5. CN = 71

## **8.0 DESIGN APPROACH**

The design approach relies on redirecting the post-development runoff away from the building, parking lot, MTO corridor and driveways and to be captured by a series of ditches, pipes and dry pond located within the property. The integrated approach will consist of Lot Level Controls, End-of-Pipe Controls and Conveyance Controls.

The lot level control is the stormwater design site plan. All flows are directed away from the building, parking lots and driveways. The end-pipe and the conveyance controls are described below.

Four (4) on-site ditches are being proposed; one to the north-west at 0.25 % and the two smaller ones to the south-west, both at 0.25 %, are to collect and attenuate storm runoff from areas #1 and #4 to the municipal ditch on Hawn Drive. Other ditches at 0.50 % and 0.84 % and conveyance conduits #1, #2 and #3 are being proposed to collect and attenuate runoff from the remaining areas to the dry pond within the site. The approach will be predicated on the site soil

capacity to infiltrate a significant runoff, assumed as 55 % or more, generated for the complete range of design storms up to and including 100-yr event.

## **9.0 RECOMMENDED MITIGATION STRATEGIES**

A review of the current topography suggests that the preponderance of the post development storm water runoff would emanate from the roof tops, gravel roads and the unpaved parking lot catchment areas. The roof top storm water will be collected by eaves trough and downspout/s. The down pipes will be connected to a 100-mm (4 inch) diameter weeping tile and the water will be subsequently released onto the gravel parking lot as sheet flow. This flow, in addition to the parking lot runoff would be channeled towards north-west and south west ditches. The flow in both ditches will be conveyed to the ditch along Hawn Drive and northerly to the wet pond designed for this industrial/business area. The Rockley Road pond, designed by Exp®, is located 1.1 km to the north of this site. Their analysis should confirm that the pond is adequate to receive this inflow from sub-catchments #1 and #4. The rest of the flows in sub-catchments #2, #3, and #5 will be channeled through pipes #1, #2 and #3 to the depressed dry pond at the center of the property.

The infiltration rate of the soil is very high- more than 15 mm/hr using Horton method of infiltration, hence the water in the pond will be expected to infiltrate and recharge the groundwater.

There would be no post- development flow expected within or along the MTO highway corridor, hence dynamic storm design will be unnecessary.

Our mitigation measures will be directed at exercising control over the increased runoff in order to minimize downstream impacts. See our attached drainage drawing for more details of runoff management.

## **10. SUMMARY**

In summary, our remediation measures will include "Conveyance and End-of-Channel" controls as detailed here.

The construction of conduits- pipes #1, #2 and #3 to carry surface runoff to the center of the property to the Pond for infiltration. The Pond will be sized for 0.60 hectare-meter (ha-m).

The construction of the northern grassed - ditches at a slope of 0.25% to carry any surface runoff from both pervious (gravel roads) and impervious areas westerly to the ditch on Hawn Drive. The flows are expected to terminate at the Rockley Road pond 1.1 km north of the site.

An additional ditch will carry surface runoff easterly to the depressed ponding area. Detailed design of all ditches can be found on the enclosed drawing.

All ditches will have rip-rap lined depression to facilitate flow and infiltration.

All embankments will be protected with riprap to prevent erosion, slope failure and silt migration to any of the ditches.

Our end-of-pipe controls will include the protection culvert inlet and outlet by rip-rap layout in accordance with OPSD 810-010.

There will be no post-development runoff into or along the MTO corridor.

During construction, appropriate erosion control and sediment and Forestry (MNR) Guidelines on Erosion and Sediment Control for Urban Construction Sites. This will include the supply and installation of a silt fence barrier as per OPSD 219.110., and if applicable, supply and installation of geotextile to prevent embankment erosion.

## **11.0 CONCLUSION**

In conclusion, all of the above measures are designed to produce decreased surface runoff volume, increase in infiltration, lower peak runoff to the adjacent channels, and filter out sediment and prevention of bank erosion. This design and its subsequent implementation will ensure the stormwater generated from this property is well contained, managed and will pose no deleterious effect on the adjacent properties. No post-development surface runoff is anticipated within or along the MTO highway 11 corridors. This design is indeed a better fit for the final landscape. Consequently, we are confident that the post- development stormwater runoff due to this new development will not exceed that of the pre-development so long as the measures listed above are adhered to.

## **12.0 GENERAL STATEMENT OF LIMITATION**

The recommendations/comments are intended for the guidance of our client. Any use and/or interpretation of the data presented in this report, any decisions made on it by the third party are the responsibility of the third party. Shaba Testing Services responsibilities are limited to the accurate interpretation of the soil and weather conditions prevailing in the locations investigated

and accept no responsibility for the loss of time and damages, if any, suffered by the third party, as a result of the decisions or actions based on this report.

We trust the above report is adequate. Should you require further information, please do not hesitate to contact us.

Respectfully Submitted,



Lad Shaba, B.Sc, M.A(Ed); CET; P.Eng.  
Senior Geotechnical & Structural Engineer  
Cell: 705 568 7992  
Email: Shabatesting@Shabatesting.com

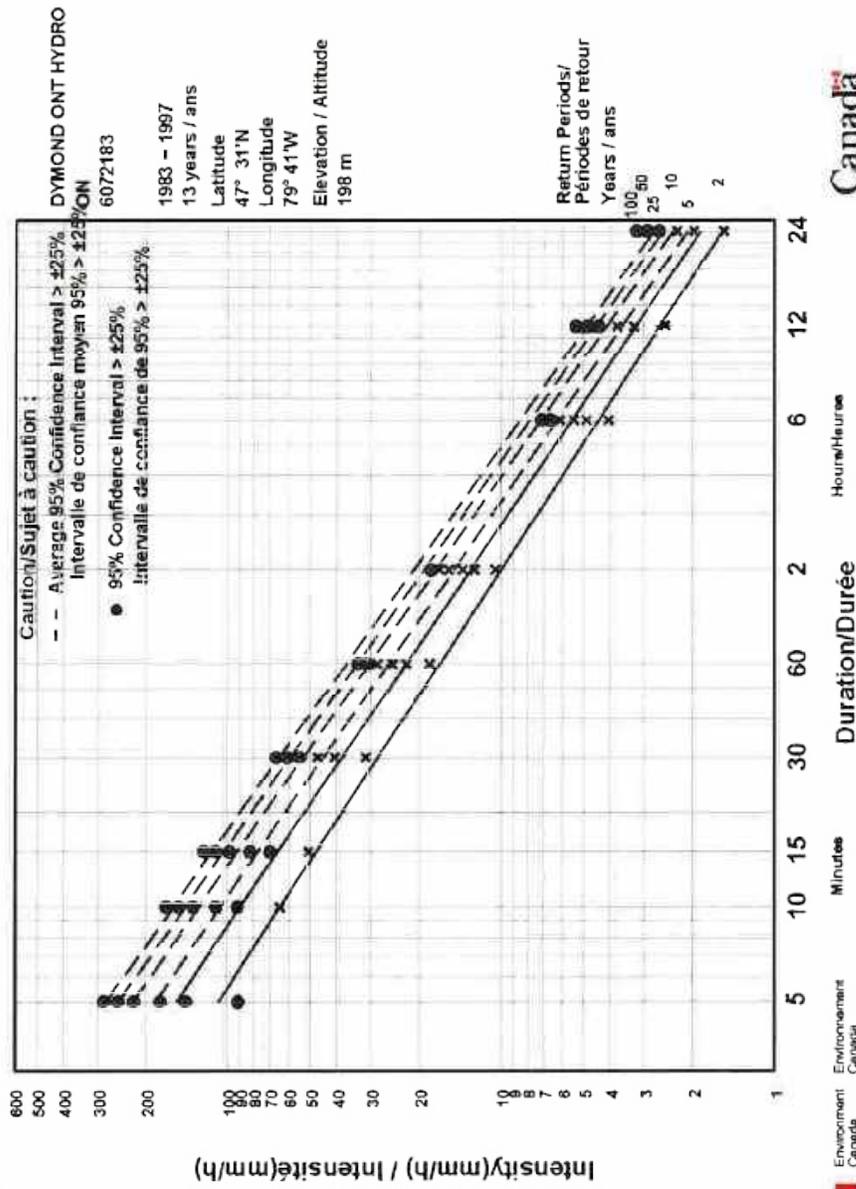


**Enclosure I**

**Short Duration Rainfall Intensity**

**Dymond ONT Hydro**

**Short Duration Rainfall Intensity-Duration-Frequency Data** 2019/02/27  
**Données sur l'intensité, la durée et la fréquence des chutes de pluie de courte durée**





Duration/Durée	2	5	10	25	50	100	#Years Années
	yr/ans	yr/ans	yr/ans	yr/ans	yr/ans	yr/ans	
5 min	7.6	12.0	14.8	18.4	21.1	23.8	14
10 min	10.7	15.4	18.4	22.3	25.2	28.1	14
15 min	12.6	17.4	20.6	24.6	27.6	30.6	14
30 min	15.6	20.3	23.4	27.3	30.2	33.1	14
1 h	18.3	22.4	25.0	28.4	30.9	33.4	14
2 h	21.0	25.1	27.8	31.2	33.7	36.3	14
6 h	24.3	29.3	32.6	36.7	39.8	42.9	13
12 h	30.1	39.2	45.1	52.7	58.3	63.9	14
24 h	37.0	47.6	54.6	63.5	70.1	76.6	14

Table 2b :

Return Period Rainfall Rates (mm/h) - 95% Confidence limits  
 Intensité de la pluie (mm/h) par période de retour - Limites de confiance de 95%

Duration/Durée	2	5	10	25	50	100	#Years Années
	yr/ans	yr/ans	yr/ans	yr/ans	yr/ans	yr/ans	
5 min	91.6	143.5	177.9	221.3	253.6	285.5	14
	+/- 28.3	+/- 47.6	+/- 64.3	+/- 86.7	+/- 103.7	+/- 120.8	14
10 min	64.2	92.1	110.6	134.0	151.4	168.6	14
	+/- 15.2	+/- 25.6	+/- 34.6	+/- 46.6	+/- 55.8	+/- 65.0	14
15 min	50.5	69.8	82.5	98.6	110.5	122.4	14
	+/- 10.5	+/- 17.6	+/- 23.8	+/- 32.1	+/- 38.4	+/- 44.7	14
30 min	31.3	40.6	46.8	54.7	60.5	66.3	14
	+/- 5.1	+/- 8.6	+/- 11.6	+/- 15.6	+/- 18.7	+/- 21.8	14
1 h	18.3	22.4	25.0	28.4	30.9	33.4	14
	+/- 2.2	+/- 3.7	+/- 5.0	+/- 6.7	+/- 8.0	+/- 9.4	14
2 h	10.5	12.5	13.9	15.6	16.9	18.1	14
	+/- 1.1	+/- 1.9	+/- 2.5	+/- 3.4	+/- 4.1	+/- 4.7	14
6 h	4.0	4.9	5.4	6.1	6.6	7.1	13
	+/- 0.5	+/- 0.8	+/- 1.1	+/- 1.4	+/- 1.7	+/- 2.0	13
12 h	2.5	3.3	3.8	4.4	4.9	5.3	14
	+/- 0.4	+/- 0.7	+/- 0.9	+/- 1.3	+/- 1.5	+/- 1.8	14
24 h	1.5	2.0	2.3	2.6	2.9	3.2	14
	+/- 0.2	+/- 0.4	+/- 0.5	+/- 0.7	+/- 0.9	+/- 1.0	14

Table 3 : Interpolation Equation / Équation d'interpolation:  $R = A \cdot T^B$

R = Interpolated Rainfall rate (mm/h) / Intensité interpolée de la pluie (mm/h)  
 RR = Rainfall rate (mm/h) / Intensité de la pluie (mm/h)  
 T = Rainfall duration (h) / Durée de la pluie (h)

Statistics/Statistiques	2	5	10	25	50	100
	yr/ans	yr/ans	yr/ans	yr/ans	yr/ans	yr/ans
Mean of RR/Moyenne de RR	30.5	43.5	52.0	62.9	70.9	78.9
Std. Dev. / Écart-type (RR)	31.9	49.1	60.6	75.2	86.0	96.7
Std. Error/Erreur-type	6.4	4.6	3.7	3.7	4.5	5.8
Coefficient (A)	16.8	22.3	25.8	30.3	33.5	36.8
Exponent/Exposant (B)	-0.748	-0.779	-0.792	-0.804	-0.810	-0.815
Mean % Error/% erreur moyenne	6.8	5.1	6.3	7.5	8.5	9.4

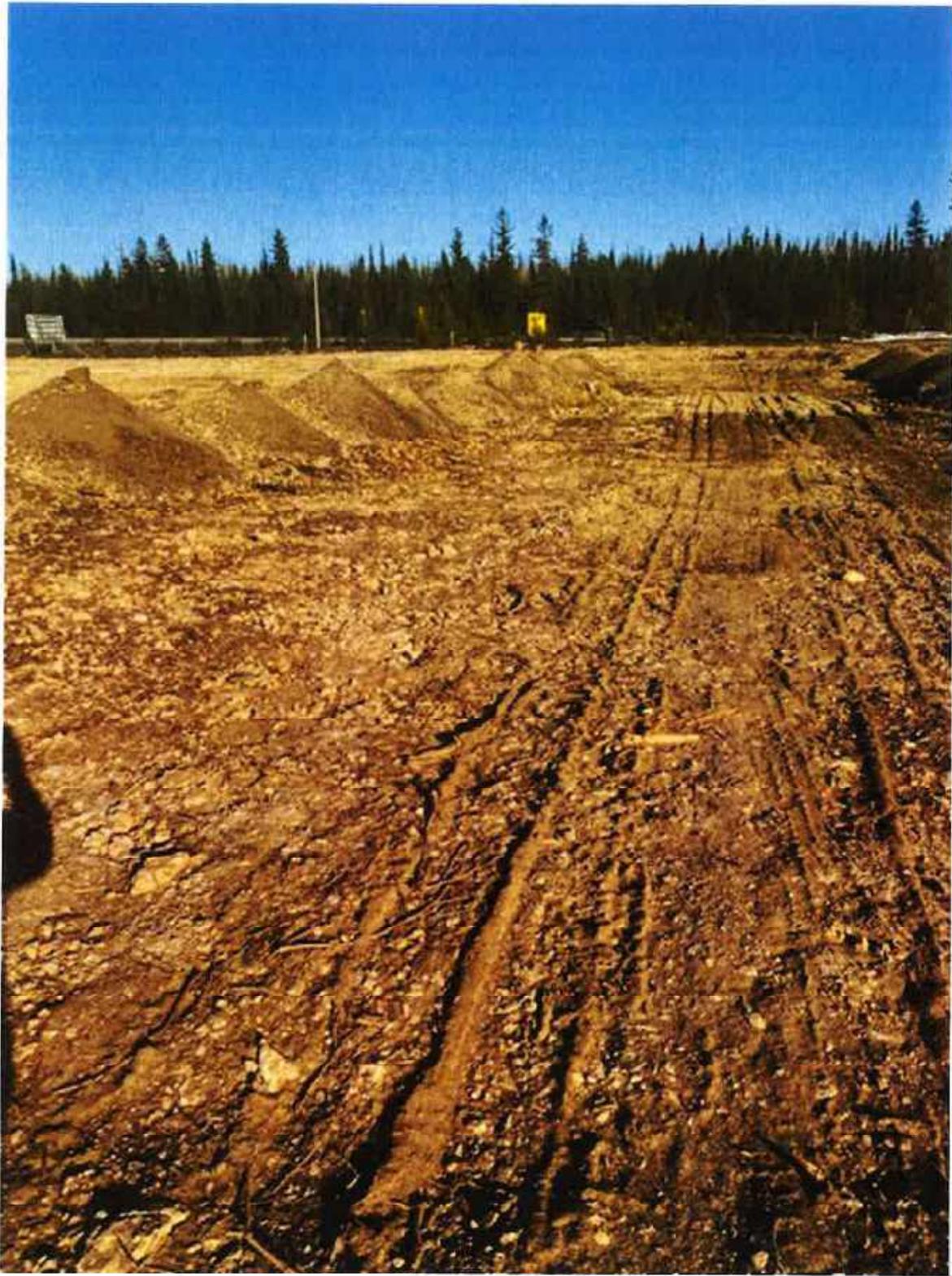
**Enclosure 2**

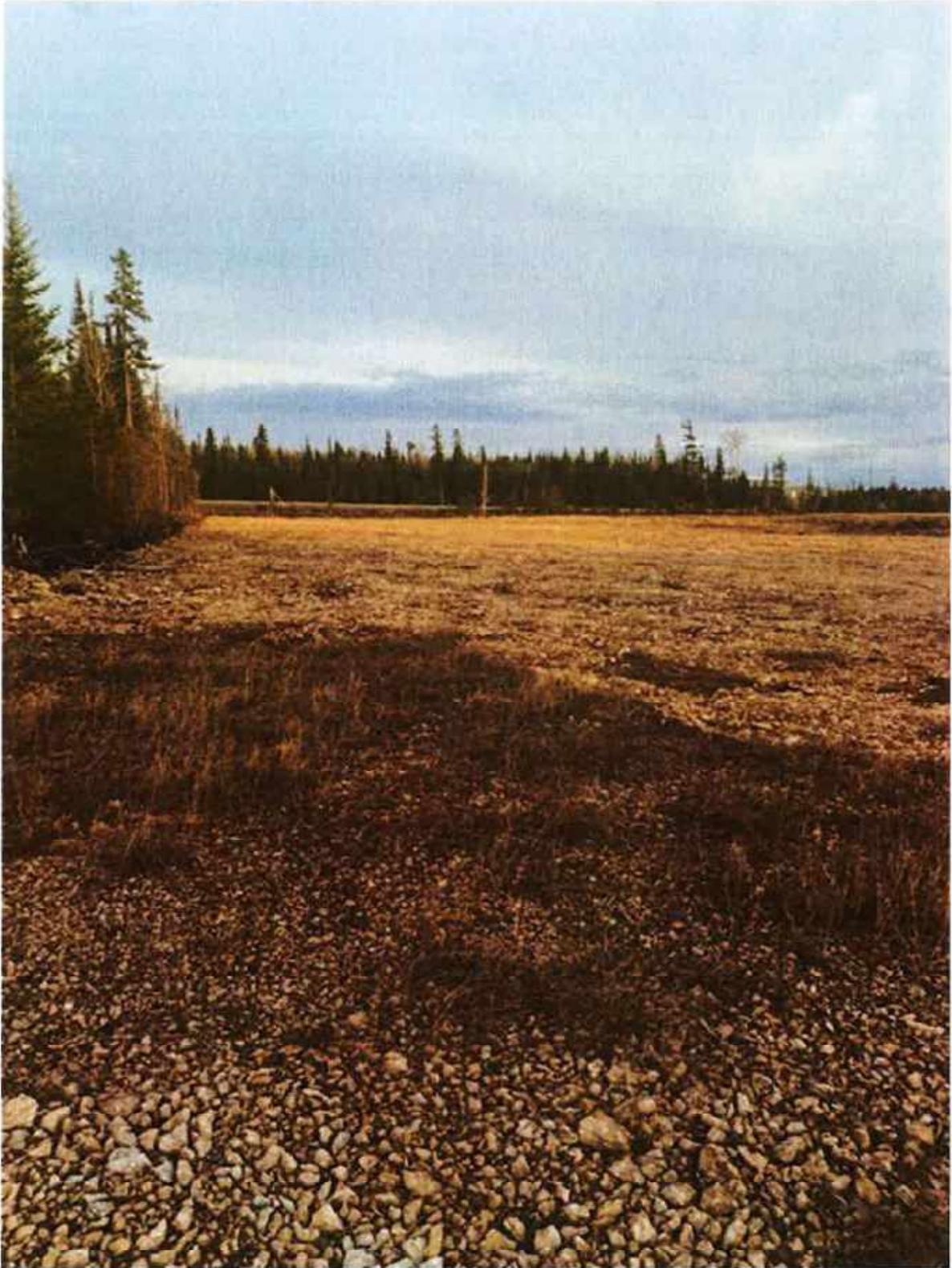
**Storm Water Design Drawing**



**Appendix A - Photos**









**Approximate Site Location marked on Google Maps© with an X**



**Approximate Site Location marked on Google Maps© Satellite View with an X**

## Appendix B - Rational Method - Detailed Peak Flow Calculations

Our estimate of flow calculations based on Rational Method for this property for 1:2, 1:5, 1:50 and 1; 100 yr-storm, for the identified catchment areas, are as follows.

**Pre-Development Flow Calculations**, using Tc of 10 minutes:

Total watershed area = 1.837 ha. Sub-Catchment areas are 1, 2, 3, 4 and 5.

Total peak flow  $Q_{peak} = 2.78 \times C \times I \times A$  For **1:2** Return Period

1  $Q = 2.78 \times 0.30 \times 64.2 \text{ mm/hr} \times 0.086 \text{ ha} = \mathbf{4.6 \text{ L/s}}$

2  $Q = 2.78 \times 0.30 \times 64.2 \text{ mm/hr} \times 0.328 \text{ ha} = \mathbf{17.6 \text{ L/s}}$

3  $Q = 2.78 \times 0.30 \times 64.2 \text{ mm/hr} \times 0.247 \text{ ha} = \mathbf{13.2 \text{ L/s}}$

4  $Q = 2.78 \times 0.30 \times 64.2 \text{ mm/hr} \times 0.247 \text{ ha} = \mathbf{13.2 \text{ L/s}}$

5  $Q = 2.78 \times 0.30 \times 64.2 \text{ mm/hr} \times 0.929 \text{ ha} = \mathbf{49.0 \text{ L/s}}$

Total peak flow  $Q_{peak} = 2.78 \times C \times I \times A$  For **1:5** Return Period

1  $Q = 2.78 \times 0.30 \times 92.1 \text{ mm/hr} \times 0.086 \text{ ha} = \mathbf{6.6 \text{ L/s}}$

2  $Q = 2.78 \times 0.30 \times 92.1 \text{ mm/hr} \times 0.328 \text{ ha} = \mathbf{25.1 \text{ L/s}}$

3  $Q = 2.78 \times 0.30 \times 92.1 \text{ mm/hr} \times 0.247 \text{ ha} = \mathbf{18.9 \text{ L/s}}$

4  $Q = 2.78 \times 0.30 \times 92.1 \text{ mm/hr} \times 0.247 \text{ ha} = \mathbf{18.9 \text{ L/s}}$

5  $Q = 2.78 \times 0.30 \times 92.1 \text{ mm/hr} \times 0.929 \text{ ha} = \mathbf{71.4 \text{ L/s}}$

Total peak flow  $Q_{peak} = 2.78 \times C \times I \times A$  For **1:50** Return Period

1  $Q = 2.78 \times 0.30 \times 151.4 \text{ mm/hr} \times 0.086 \text{ ha} = \mathbf{10.9 \text{ L/s}}$

2  $Q = 2.78 \times 0.30 \times 151.4 \text{ mm/hr} \times 0.328 \text{ ha} = \mathbf{41.4 \text{ L/s}}$

3  $Q = 2.78 \times 0.30 \times 151.4 \text{ mm/hr} \times 0.247 \text{ ha} = \mathbf{31.2 \text{ L/s}}$

4  $Q = 2.78 \times 0.30 \times 151.4 \text{ mm/hr} \times 0.247 \text{ ha} = \mathbf{31.2 \text{ L/s}}$

5  $Q = 2.78 \times 0.30 \times 151.4 \text{ mm/hr} \times 0.929 \text{ ha} = \mathbf{117.3 \text{ L/s}}$

Total peak flow  $Q_{\text{peak}} = 2.78 \times C \times I \times A$  For **1:100** Return Period

- 1  $Q = 2.78 \times 0.30 \times 168.6 \text{ mm/hr} \times 0.086 \text{ ha} = \mathbf{12.1 \text{ L/s}}$
- 2  $Q = 2.78 \times 0.30 \times 168.6 \text{ mm/hr} \times 0.328 \text{ ha} = \mathbf{46.1 \text{ L/s}}$
- 3  $Q = 2.78 \times 0.30 \times 168.6 \text{ mm/hr} \times 0.247 \text{ ha} = \mathbf{34.7 \text{ L/s}}$
- 4  $Q = 2.78 \times 0.30 \times 168.6 \text{ mm/hr} \times 0.247 \text{ ha} = \mathbf{34.7 \text{ L/s}}$
- 5  $Q = 2.78 \times 0.30 \times 168.6 \text{ mm/hr} \times 0.929 \text{ ha} = \mathbf{130.6 \text{ L/s}}$

**PRELIMINARY**

**Post -Development Flow Calculations**, using Tc of 10 minutes and composite coefficient of Runoff per sub-catchment area.

1:2 – Post -Development Flow, Q , calculations. I = 64.2 mm/hr

Sub-Catchment Area	Description	Area ha	Permeable Area / ( %) C = 0.30	Impermeable Area / ( %) C = 0.90	C <sub>c</sub> of Runoff	Peak Flow L/s
1	S/E Quadrant	0.086	0.0765 (88.9)	0.0095 (11.1)	0.37	5.7
2	South Quadrant	0.328	0.295 (89.9)	0.0332 (10.1)	0.36	21.7
3	East Quadrant	0.247	0.164 (66.3)	0.0832 (33.7)	0.50	22.7
4	North Quadrant	0.247	0.124 (50)	0.1235 (50)	0.60	27.2
5	Central Quadrant	0.929	0.684 (73.7)	0.2445 (26.3)	0.46	78.4

1:5 – Post -Development Flow, Q , calculations. I = 91.2 mm/hr

Sub-Catchment Area	Description	Area ha	Permeable Area / ( % ) C = 0.30	Impermeable Area / ( % ) C = 0.90	C <sub>c</sub> of Runoff	Peak Flow L/s
1	S/E Quadrant	0.086	0.0765 (88.9)	0.0095 (11.1)	0.37	<b>8.14</b>
2	South Quadrant	0.328	0.295 (89.9)	0.0332 (10.1)	0.36	30.2
3	East Quadrant	0.247	0.164 (66.3)	0.0832 (33.7)	0.50	31.6
4	North Quadrant	0.247	0.124 (50)	0.1235 (50)	0.60	<b>37.9</b>
5	Central Quadrant	0.929	0.684 (73.7)	0.2445 (26.3)	0.46	109.4

Composite runoff coefficient C<sub>c</sub> = 
$$\frac{A_1 C_1 + A_2 C_2}{A_T}$$

1:50 – Post -Development Flow, Q , calculations. I = 151.4 mm/hr

Sub-Catchment Area	Description	Area ha	Permeable Area / ( % ) C = 0.30	Impermeable Area / ( % ) C = 0.90	C <sub>c</sub> of Runoff	Peak Flow L/s
1	S/E Quadrant	0.086	0.0765 (88.9)	0.0095 (11.1)	0.37	<b>13.4</b>
2	South Quadrant	0.328	0.295 (89.9)	0.0332 (10.1)	0.36	49.7
3	East Quadrant	0.247	0.164 (66.3)	0.0832 (33.7)	0.50	52.0
4	North Quadrant	0.247	0.124 (50)	0.1235 (50)	0.60	<b>62.4</b>
5	Central Quadrant	0.929	0.684 (73.7)	0.2445 (26.3)	0.46	179.9

1:100 – Post -Development Flow, Q , calculations. I = 168.6 mm/hr

Sub-Catchment Area	Description	Area ha	Permeable Area / ( % ) C = 0.30	Impermeable Area / ( % ) C = 0.90	C <sub>c</sub> of Runoff	Peak Flow L/s
1	S/E Quadrant	0.086	0.0765 (88.9)	0.0095 (11.1)	0.37	<b>14.9</b>
2	South Quadrant	0.328	0.295 (89.9)	0.0332 (10.1)	0.36	55.3
3	East Quadrant	0.247	0.164 (66.3)	0.0832 (33.7)	0.50	57.9
4	North Quadrant	0.247	0.124 (50)	0.1235 (50)	0.60	<b>69.5</b>
5	Central Quadrant	0.929	0.684 (73.7)	0.2445 (26.3)	0.46	200.3

200.3 L/s – 130.6 L/s Net 100-yr = 69.7 L/s

Assumed flow in the tow ditches to the north and south = 3 L/s

Net flow for the retention dry pond within the property = 31.4 L/s

Therefore, the 24-hr the 50volume of storage for 100 yr-storm ( net) = 31.4 L/s = 0.0697

Net volume = 0.0459 m<sup>3</sup>/sec x 60sec/minx 60 x 24 = 3,965.76 m<sup>3</sup>

Assume 1 .0-meter depth = Area of pond = 0.396 ha-m volume.

Available Area = 0.920 ha

## Curve Number Calculations

Hydrologic Soil Group B

Permeable Soil Type = CN = 61

Impermeable Soil Type = 98

Composite CN for sub-catchment areas for Antecedent Moisture Conditions (AMC-2 ) 2

1 CN = 64

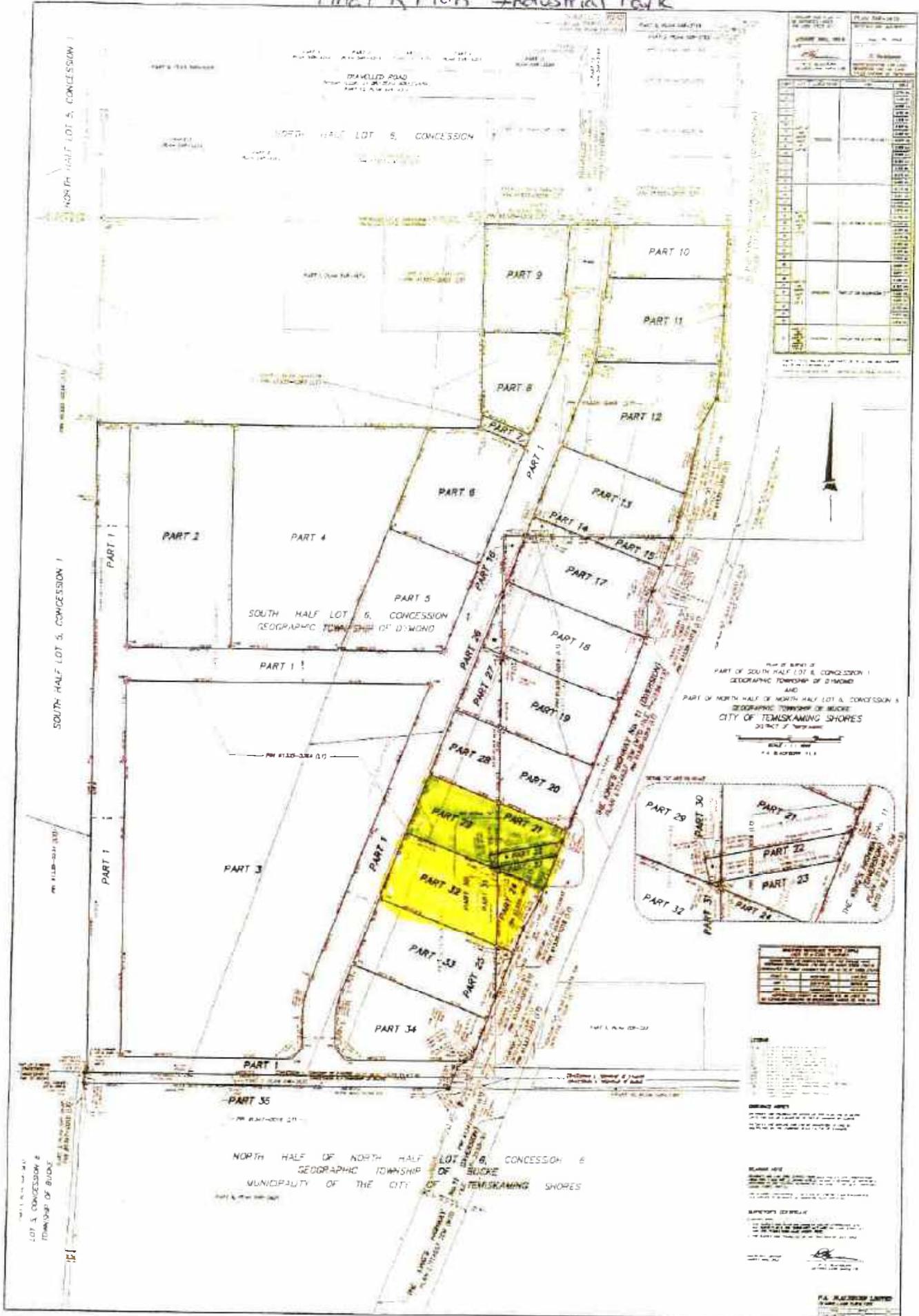
2 CN = 65

3 CN = 74

4 CN = 80

5 CN = 71

# Final R Plan Industrial Park



**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 \_\_\_\_ day of \_\_\_\_\_, 2021.

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Mayor

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Clerk

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

### **By-law No. 2021-121**

#### **Being a by-law to establish and regulate the use off-leash dog park(s) in 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** by-laws may be passed by the Councils of all municipalities for Parks and Animals pursuant to Section 11 (3.5) and 11 (3.9) of the Municipal Act; and

**Whereas** by-laws may be passed by the councils of local municipalities for regulating the running at large of dogs within any defined area of the municipality pursuant to Section 103 of the Municipal Act; and

**Whereas** Council considered Administrative Report No. CS-033-2021 at the August 10, 2021 Regular Council meeting, and directed staff to prepare the necessary by-law to adopt an Off Leash Dog Park for consideration at the August 10, 2021 Regular Council meeting.

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

1. That Council adopts a policy to establish and regulate the use of off-leash dog park(s) in the City of Temiskaming Shores, identified as Schedule "A", attached hereto 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 10<sup>th</sup> day of August, 2021.

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Mayor – Carman Kidd

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Clerk – Logan Belanger



Schedule "A" to

## **By-law 2021-121**

**Regulate the use off-leash dog park(s)**

## City of Temiskaming Shores Off Leash Dog Park

### Section 1: Purpose

- 1.1. To protect, prohibit, regulate and control the activities at Off Leash Dog Parks in the City of Temiskaming Shores.

### Section 2: Definitions

- 2.1 **"Aggressive Dog"** shall mean in the absence of a 'mitigating factor' any threatening or harmful behavior from a dog that is directed toward an individual and/or another dog. Aggression can include threatening displays such as; lunging, growling, snarling, snapping, and biting.
- 2.2 **"Animal Control By-law"** shall mean being a By-law for the licensing and registration of dogs and for the regulation of dogs and prohibiting the running at large of animals within the City of Temiskaming Shores.
- 2.3 **"City"** shall mean The Corporation of the City of Temiskaming Shores.
- 2.4 **"Damage"** means to break, injure, deface or otherwise disturb an area item, thing or structure.
- 2.5 **"Dog"** shall mean a male or female of a domesticated canine species.
- 2.6 **"Dog Tag"** shall mean a numbered tag issued by the Municipality when the owner of a dog licenses such dog with the Municipality;
- 2.7 **"Off Leash Dog Park"** shall mean an area of land designated in Appendix 1 of Schedule A of this by-law for which signs are posted indicating that dogs are permitted to run at large all year round.
- 2.8 **"Owner/handler"** includes any person who owns, keeps, possesses, harbours or acts as a guardian of a dog for any length of time, whether or not that person has a license for the dog, and, where the owner is a minor, the person responsible for the custody of the minor.
- 2.9 **"Restricted Dog"** means a restricted dog under the Dog Owners' Liability Act, R.S.O. 1990, c. D.16 or a Dog deemed vicious under the Animal Control By-law.

### **Section 3: General Provisions**

- 3.1 Owners may permit their dog licensed under By-law 2013-051, as amended, or any successor by-law thereto, to run at large in an Off Leash Dog Park all year round.
- 3.2 Owners whose dogs are required to be muzzled and secured by a leash, including Pit Bulls as required in the Dog Owners' Liability Act, 1990, may not permit the dog that is required to be muzzled enter an Off Leash Dog Park.
- 3.3 No person shall permit or cause a Restricted Dog to enter or be in an Off Leash Dog Park.
- 3.4 No person shall permit an aggressive dog to run at large in an Off Leash Dog Park. Persistent aggressive action by dogs or people will not be permitted.
- 3.5 No person shall permit a dog to run at large pursuant to Section 3.1 unless that person is in an Off Leash Dog Park, within sight of the dog and under verbal control at all times.
- 3.6 All dogs must be licensed in accordance with the City of Temiskaming Shores' Animal Control By-Law 2013-051, as amended, or any successor by-law thereto, and wear the dog tag issued.
- 3.7 No person shall remain in an Off Leash Dog Park between sunset and sunrise each day.
- 3.8 No person shall play or practice any sporting activity within an Off Leash Dog Park.
- 3.9 No person shall cause damage to an Off Leash Dog Park. Any damage noticed shall be reported to the City of Temiskaming Shores promptly.
- 3.10 No person shall enter or be on any area in an Off Leash Dog Park while in the possession of any bottles, containers or any other articles, equipment, or utensils, made of glass, ceramic or other breakable substances capable of causing injury to a dog.
- 3.11 No person shall permit any animal other than a dog of which they are the owner/handler to be in an Off Leash Dog Park.
- 3.12 No person shall enter an Off Leash Dog Park with more than 3 dogs under their control. An owner/handler aged 16 or older must be present and in control of their dog(s) at all times.
- 3.13 Owners/handlers must abide by the Off Leash Dog Park Rules as outlined in Appendix 2 of Schedule A, attached to this By-law.

- 3.14 No person shall permit or cause a Dog to be leash free inside a double gated access opening to an Off Leash Dog Park.
- 3.15 Owners/handlers must stoop, scoop and dispose of excrement left by their dog.
- 3.16 Any person who contravenes the provisions of this By-law is guilty of an offence and upon conviction thereof is subject to the penalty set out in the Provincial Offences Act.
- 3.17 The terms and provisions of this By-law shall be severable and should any term or provision be found by a court of competent jurisdiction to be legally unenforceable, inoperative or invalid, the remainder of the By-law shall continue to be in full force and effect.

**The Corporation of The City of Temiskaming Shores**  
**Appendix "1" of Schedule "A"**  
**To Off Leash Dog Park By-Law No. 2021-000**



**The Corporation of The City of Temiskaming Shores**  
**Appendix "2" of Schedule "A"**  
**To Off Leash Dog Park By-Law No. 2021-000**

**Off Leash Dog Park**  
**Rules of Use**

The purpose of these rules is to make sure all users enjoy the park, and ensure the safety of the users and their pets.

1. Dog owners and park users assume all risk related to park use.
2. The Off Leash Dog Park is open from Sunrise to Sunset every day.
3. Dog owners must be present and within view of their dogs at all times.
4. Dogs must be under voice control while off-leash.
5. Aggressive dogs are not allowed in the park.
6. Dog owners must have a leash in hand at all times.
7. Female dogs in heat and puppies under 6 months of age are not permitted in the park
8. Holes dug by dogs must be filled by the dog owner.
9. All feces must be picked up by the dog owner and removed or deposited in waste receptacles.
10. No glass or ceramic bottles or containers are allowed within the park.
11. All dogs must be licensed in accordance with the City of Temiskaming Shores' Animal Control By-Law 2013-051, as amended, or any successor by-law thereto.

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

### **By-law No. 2021-122**

#### **Being a by-law to enter into an agreement with Call2Recycle Canada, Inc. for the acceptance of recycled single-use and rechargeable batteries collected within 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 Memo No. 014-2021-PW at the August 10, 2021 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into an agreement with Call2Recycle Canada Inc. for the acceptance of recycled single-used and rechargeable batteries collected within the City of Temiskaming Shores, for consideration at the August 10, 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 Call2Recycle Canada Inc. for the acceptance of recycled single-used and rechargeable batteries collected within the City of Temiskaming Shores, 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 10<sup>th</sup> day of August, 2021.

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Mayor

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Clerk



Schedule "A" to

**By-law 2021-122**

Agreement between

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

And

**Call2Recycle Canada Inc.**

for the acceptance of recycled single-used and rechargeable batteries collected  
within the City of Temiskaming Shores

**This agreement** made this 10<sup>th</sup>, day of August, 2021.

Between:

**The Corporation of the City of Temiskaming Shores**  
(hereinafter called “the Owner”)

and

**Call2Recycle Canada Inc.**  
(hereinafter called “the Contractor”)

Witnesseth:

That the Owner and the Contractor shall undertake and agree as follows:

**Article I:**

The Contractor will:

- a) Provide all material and perform all work described within this Agreement.
- 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.

**Article II:**

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

**Call2Recycle Canada Inc.**  
100 Sheppard Avenue East  
Suite 800  
Toronto, Ontario M2N 6N5

Attention: President

The Owner:

**City of Temiskaming Shores**  
325 Farr Drive / P.O. Box 2050  
Haileybury, Ontario P0J 1K0

Attn.: Manager of Environmental Services

**Remainder of Page left Blank Intentionally**

**In witness** whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in  
the presence of

**Call2Recycle Canada Inc.**

\_\_\_\_\_  
President

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

Municipal Seal

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – Logan Belanger



Appendix 01 to  
Schedule "A" to

**By-law No. 2021-122**

Form of Agreement



Changing habits. Inspiring action.™

## USED CONSUMER-TYPE PORTABLE BATTERY RECYCLING AGREEMENT

**THIS AGREEMENT** is made as of the \_\_\_ day of \_\_\_\_\_, 2021 (the “**Commencement Date**”).

### **B E T W E E N:**

**CALL2RECYCLE CANADA, INC.**  
(hereinafter referred to as “**Call2Recycle**”)

- and -

**THE CITY OF TEMISKAMING SHORES**

(hereinafter referred to as the “**Local Government**”)

(hereinafter referred to as the “**Parties**” or singularly as a “**Party**”)

### **WHEREAS:**

- A. Call2Recycle is a not-for-profit, stewardship organization which carries on business nationally, collecting, transporting, and recycling consumer batteries;
- B. Call2Recycle operates a stewardship plan in the Province of Ontario (the “**Province**”) (such stewardship plan, as may be amended from time to time, being the “**Plan**”), and
- B. The Local Government collects Collected Materials (as defined below) for recycling and wishes to provide them in bulk to Call2Recycle for further handling.

**NOW THEREFORE** in consideration of the promises and mutual agreements contained herein and subject to the terms and conditions hereinafter set forth, the Parties covenant and agree as follows:

### **1.0. Definitions and Interpretation**

1.1 In this Agreement:

- (a) “**Agreement**” means this Agreement and includes all schedules and amendments hereto;

- (b) **“Business Day”** means Monday through Friday, excluding statutory holidays and any other day that the Government of the Province has elected to be closed for business;
- (c) **“Collected Materials”** means any Used Consumer-Type Portable Battery, and/or Used Cellphone provided under this Agreement and includes materials collected by the Local Government via depot collections, curbside collections and event days, among other methods;
- (d) **“Designated Facility”** means an approved Call2Recycle sorting facility;
- (e) **“Non-Conforming Battery(ies)”** means any Used Consumer-Type Portable Battery that: (i) weighs in excess of five (5) kilograms (eleven (11) pounds); or (ii) is not identifiable by Call2Recycle, in its sole discretion, as a battery or such battery’s chemistry is not identifiable, or (iii) is not intact, defective or otherwise damaged; or (iv) is corroded, or otherwise has been exposed to the elements; or (v) is considered non-confirming pursuant to the Plan; or (vi) is an Other Covered Battery, or (vii) has been recalled by the manufacturer or other distributor; or (viii) is otherwise deemed not safely recyclable or handled in accordance with standard protocols and procedures as determined by Call2Recycle in its sole discretion”;
- (f) **“Non-Conforming Materials”** means any liquids, refuse, litter, junk, trash, garbage, needles, medication, or any other materials deemed by Call2Recycle to be non-conforming materials;
- (g) **“Non-Conforming Shipment”** means any Shipment(s) made by the Local Government where any container included in that Shipment: (i) contains more than five (5%) percent by weight of materials that are Non-Conforming Materials; (ii) contains more than five (5%) percent by weight of materials that are Non-Conforming Batteries; or (iii) contains any amount of MHSW (other than hazardous waste comprising any eligible Used Consumer-Type Portable Battery), which is subject to any applicable laws or regulations in the Province, or any province where a Designated Facility may be located from time to time;
- (h) **“MHSW”** means municipal hazardous or special waste;
- (i) **“Other Covered Battery(ies)”** means batteries that are sold in or packaged with electric or electronic devices or equipment that are covered under any stewardship plan or extended producer responsibility plan, other than the Plan;
- (j) **“Regulation”** means the applicable recycling act or regulation as is in effect in the Province, as amended, including, but not limited to Ontario Regulation 30/20 under the *Resource Recovery and Circular Economy Act, 2016* (Ontario);

- (k) **“Service Provider”** means a third party that provides services to the Local Government in relation to MHSW;
- (l) **“Shipment”** means any conforming shipment of eligible Used Consumer-Type Batteries that are shipped by the Local Government to a Designated Facility;
- (m) **“Used Consumer-Type Portable Battery”** means a used battery or battery pack not considered to be a Non-Confirming Battery, including dry cell rechargeable and primary batteries weighing less than five (5) kilograms (eleven (11) pounds), that are sold for replacement purposes for use in electronic or electrical devices not as sold without batteries, containing no liquid electrolyte, and employing one of nickel cadmium, nickel metal hydride, lithium ion, nickel zinc, sealed lead, alkaline-manganese, zinc-carbon, zinc-air, silver oxide and/or and lithium; and

1.2 The Parties acknowledge that the recitals to this Agreement are true and correct.

## 2.0. Term of Agreement, Amendment and Assignment

- 2.1 The term of this Agreement shall commence as of the Commencement Date and shall remain in effect for one year from date of signing, unless terminated in accordance with this Agreement or upon the termination of the Plan, in which case this Agreement shall automatically terminate. This Agreement shall automatically renew thereafter for subsequent one year terms, unless either Party notifies the other at least ninety (90) days in advance of any renewal term commencement date that the Agreement shall not be renewed.
- 2.2 If, in the reasonable opinion of either Party, there has been a breach of this Agreement by the other Party (the **“Defaulting Party”**), the non-Defaulting Party may give the Defaulting Party written notice to remedy the breach or default within sixty (60) days, failing which the Agreement may be terminated.
- 2.3 Unless agreed to in writing by the Parties, or as otherwise provided for in this Agreement, this Agreement may not be amended, provided that in the event of any changes to the Plan, Call2Recycle may unilaterally amend this Agreement as may be necessary to comply with the Plan.
- 2.4 Neither Party shall subcontract or assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of the other Party, which consent shall not unreasonably be withheld.

## 3.0. Shipments of Collected Materials

- 3.1 Unless otherwise designated by Call2Recycle, the Local Government shall ship all Collected Materials to the Designated Facility in open top UN rated steel drums (1A) with a plastic liner and an open head and lever lock ring lid (**“Steel Drums”**), UN rated polyethylene drums (1H) with an open head and level lock ring lid (**“Polyethylene Drums”**), or any other Call2Recycle certified and/or

approved box, receptacle, or containers, which may be designated and/or changed from time to time (collectively, “**Approved Containers**”). All Steel Drums and/or Polyethylene Drums must be completely full and must be sealed with their corresponding lever locking ring lid, prior to any Shipment to a Designated Facility. Approved Containers may be placed on a pallet and should be properly secured with shrink wrap prior to any Shipment to a Designated Facility. All lithium, lithium ion, button cells, or lead acid batteries placed in any Steel Drums, Polyethylene Drums or Approved Containers shall be terminally protected by either placing each such battery in an individual plastic bag, or have their terminals securely covered with tape to prevent any possible short circuits. Packaging of any Used Consumer-Type Portable Batteries may not under any circumstance contain any Non-Conforming Batteries, Other Covered Batteries, or other Non-Conforming Material. All Steel Drums, Polyethylene Drums and Approved Containers used for Shipment must be provided or otherwise approved by Call2Recycle and properly secured by the Local Government prior to Shipment.

- 3.2 The Local Government shall ship all Used Consumer-Type Portable Batteries collected to Call2Recycle only. In order to participate in this reimbursement program, the Local Government cannot ship Used Consumer-Type Portable Batteries to another service provider, program, or entity. All Shipments to the Designated Facility by the Local Government shall use a Call2Recycle designated freight provider and shall comply with the shipping instructions to be provided to the Local Government prior to its first Shipment. Call2Recycle shall notify the Local Government of its list of designated freight providers on or before the Commencement Date.
- 3.3 If Call2Recycle or a Designated Facility determines within thirty (30) days after receipt of a Shipment from or on behalf of the Local Government that such Shipment is a Non-Conforming Shipment, Call2Recycle or its Designated Facility shall (i) arrange with the Local Government for the satisfactory disposition of the materials that are not Used Consumer-Type Portable Batteries, on mutually agreeable terms and conditions, or (ii) reject and return Non-Conforming Materials to the Local Government without further obligation. In either event, Call2Recycle shall invoice the Local Government for out of pocket costs and expenses of receiving and handling any Non-Conforming Materials in a Non-Conforming Shipment, and such invoice shall be paid by the Local Government within thirty (30) days of the date of issuance.
- 3.4 All Local Government collection sites, whether fixed or temporary, may accept up to 15 kilograms of Used Consumer-Type Portable Batteries per day from any one person. If any Local Government collection site accepts more than 15 kilograms of Used Consumer-Type Portable Batteries per day from any one person, the Local Government shall ensure that certain information be collected from such a person, including: the person’s name, contact information and the total weight of Used Consumer-Type Portable Batteries accepted.

#### 4.0. Financial Arrangements

- 4.1 For each Shipment of Collected Materials that is shipped by the Local Government to the Designated Facility:
- (a) Call2Recycle shall pay Local Government:
    - (i) a fee of \$0.55 per kilogram for Used Consumer-Type Portable Batteries or any other eligible battery under the Regulation which are collected by Local Government through bulk depot collections (“**Depot Collections**”), to cover the cost of materials required for Shipments, including: supplies, materials, and handling of Approved Containers; and
    - (ii) a fee of \$1.20 per kilogram for Used Consumer-Type Portable Batteries, or any other eligible battery under the Regulation which are collected by Local Government through any household hazardous waste event day performed by a contracted third party (“**HHWE Collections**”), to cover costs associated with running such events, including: supplies, materials, and handling of Approved Containers;
    - (iii) Remote municipalities located more than five hours from their service provider will be compensated at a rate of \$2.40 per kilogram for used consumer household batteries collected at a household hazardous waste event.
  - (b) Call2Recycle shall directly compensate the Local Government’s designated freight provider(s) for Shipment of bulk depot collections to the Designated Facility, provided that designated freight provider is approved by Call2Recycle, as set out in Subsection 3.2 herein.
- 4.2 For Collected Materials from Depot Collections, Local Government will receive a payment summary along with payment on a monthly basis within sixty (60) days following receipt and sorting of Collected Materials, and according to Call2Recycle payment terms. The Local Government is not required to submit an invoice to receive payment for Collected Materials from Depot Collections. Prior to payment, Call2Recycle may also take steps to verify that the Collected Materials shipped by the Local Government were received at the Designated Facility. The Local Government shall provide Call2Recycle, or such other parties as Call2Recycle shall direct, with all the necessary information as may be reasonably required by Call2Recycle or its designee(s) to verify any claim by the Local Government for reimbursement of expenses pursuant to this Agreement.
- 4.3 For Collected Materials from HHWE Collections, the Local Government must submit an invoice, including a bill of lading and/or any other applicable shipping documentation to Call2Recycle within thirty (30) days of any Shipment. Prior to payment, Call2Recycle may also take steps to verify that the Collected

Materials shipped by the Local Government were received at the Designated Facility. The Local Government will receive a payment summary and payment for materials from HHWE Collections within (60) days following receipt of invoice, supporting documentation and receipt and sorting of Collected Materials. The Local Government shall provide Call2Recycle, or such other parties as Call2Recycle shall direct, with all the necessary information as may be reasonably required by Call2Recycle or its designee(s) to verify any claim by the Local Government for reimbursement of expenses pursuant to this Agreement. HHWE Collections submitted without the necessary documentation will be compensated at the Depot Collections rate set out at Subsection 4.1(a)(i).

- 4.4 Local Government shall keep and preserve all applicable records and shipping documents for a period of not less than sixty (60) months following delivery of each applicable Shipment, as necessary to verify Shipments.

## **5.0. Regulatory and Compliance**

- 5.1 Authority. The Local Government hereby represents and warrants that it has the legal power and authority to enter into this Agreement, and that there are no outstanding contracts, commitments, or legal impediments which may limit, restrict or otherwise impair its ability to perform its obligations hereunder.
- 5.2 Title to products: The Local Government shall be the owner of all right, title, and interest in all Collected Materials from the time when the Local Government collects and/or accepts them until such point in time that title has been transferred, conveyed and assigned to any service provider or Designated Facility pursuant to a Shipment. At no time will Call2Recycle possess any right, title or interest in or to any Collected Materials unless possessed and handled directly by designated Call2Recycle employees, notwithstanding any Shipment made to a Designated Facility.
- 5.3 Regulatory compliance: In performing its obligations under this Agreement, the Local Government shall obtain all permits, licenses, authorizations and approvals required by applicable law and observe and comply with all applicable laws, including, if applicable in the Province, any certificates or approvals issued to the Local Government. The Local Government shall assist Call2Recycle, as required, in providing information and reports to satisfy regulatory and reporting requirements relating to the Plan. The Local Government shall take all reasonable steps to ensure any Service Providers meet the same requirements.
- 5.4 Site visits and audits: Upon reasonable notice, Call2Recycle or its agent shall have the right to enter upon any collection facility utilized by the Local Government for the purpose of conducting inspections or compliance audits. The Local Government shall take all reasonable steps to ensure that Call2Recycle has the same rights in respect of any Service Provider used by the Local Government.

Call2Recycle or its agent shall be accompanied by a representative of the Local Government for any such visits or audits.

## **6.0. Indemnity and Insurance**

- 6.1 Indemnity: Each Party (the “Indemnifying Party”) hereby indemnifies and saves harmless the other Party (the “Indemnified Party”), its directors, officers, contractors, employees, and agents, from and against any and all manner of actions or causes of actions, damages (but not including consequential damages), costs, loss or expenses of whatever kind (including related legal fees on a full indemnity basis) which the Indemnified Party, its directors, officers, contractors, employees, and agents may sustain, incur or be put to by reason of or directly or indirectly arising out of any willful misconduct or negligence of the Indemnifying Party or any person for whom the Indemnifying Party is, at law, responsible, in relation to matters arising out of this Agreement.
- 6.2 Limitations of Liability. In no event will either party claim any exemplary, aggravated or punitive damages in connection with this Agreement, and under no circumstances will a party be liable to the other party for any indirect, special or consequential damages, compensation or loss of profits, anticipated revenue, savings or goodwill, or any other economic loss arising out of or in any way related to this Agreement, even if advised of the possibility thereof.
- 6.3 Insurance. The Local Government shall, during the term of the Agreement, self-insure, maintain at its expense, and/or require its Service Provider to maintain at either the Local Government’s or Service Provider’s expense Comprehensive General Liability coverage with limits of not less than \$5,000,000 (five million dollars) per occurrence. Unless the Local Government wholly self-insures, the Local Government shall deliver a copy of Certificate(s) of Insurance maintained by the Local Government or a Service Provider pursuant to this Agreement, upon the Commencement Date, and annually upon renewal of the Local Government or Service Provider’s insurance, naming Call2Recycle as an additional insured. The Certificate(s) of Insurance, referred to in this section must also provide that the Local Government shall provide Call2Recycle with thirty (30) days advance written notice of cancellation, termination, non-renewal, or material change.

## **7.0. Assignment**

- 7.1 During the term of this Agreement, the Local Government hereby expressly covenants and agrees that it shall not subcontract or assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of Call2Recycle, which consent shall not unreasonably be withheld.
- 7.2 The Local Government hereby expressly acknowledges and agrees that Call2Recycle may subcontract or assign any of its rights or obligations under this Agreement or any part thereof to any Affiliated Company or successor, or otherwise in connection with the sale of all or substantially all of its assets.

## 8.0. Notices

- 8.1 Any notice, request, demand or other instrument or communication herein provided, permitted or required to be given by either Call2Recycle or the Local Government shall be in writing and sufficiently given if delivered personally, by facsimile transmission or other electronic means of written communication tested prior to transmission to the extent such testing is available, or if sent by registered mail to the following respective address hereinafter set out, namely:

Notices to Call2Recycle shall be delivered to:	Notices to the Local Government shall be delivered to:
--	--

100 Sheppard Avenue East  
Suite 800  
Toronto, Ontario  
M2N 6N5  
**Attention: President**

325 Farr Drive  
Haileybury, Ontario  
P0J 1K0  
**Attention:  
Municipal Clerk**

- 8.2 Any such notice if delivered personally, by facsimile transmission or by other electronic means of written communication on a Business Day before 5:00 p.m. local time at place of receipt, shall be conclusively deemed to have been given on the day of personal delivery, or facsimile transmission or electronic communication (and if after 5:00 p.m. local time at place of receipt the next following Business Day), or, if mailed as aforesaid, shall be conclusively deemed to have been received on the fifth Business Day following the day on which such notice is mailed (except during a postal strike in which case such notice shall be delivered personally). Either Party may, at any time, give written notice to the other of any change of address of the Party giving such notice and from and after the giving of such notice the address therein specified shall (in the absence of knowledge to the contrary) be deemed to be the address of such Party for the giving of notices thereafter.

## **9.0. Dispute Resolution**

- 9.1 If any dispute arises between the Parties pursuant to this Agreement, the Parties shall attempt to resolve the dispute within 30 days upon which written notice of the dispute was first given, or as otherwise agreed upon. If the Parties are unable to resolve the dispute within 30 days, the Parties shall jointly select an arbitrator to arbitrate the dispute. The arbitrator shall render a decision on the dispute and the award arising therefrom, in accordance with the applicable arbitration legislation in effect in the Province, and as amended from time to time.

## **10.0. Term and Termination**

- 10.1 This Agreement is effective as of the Commencement Date and shall continue in full force and effect until otherwise terminated.
- 10.2 Either Party may terminate this Agreement for any reason whatsoever upon not less than one hundred and eighty (180) days prior written notice to the other Party.
- 10.3 Notwithstanding Section 10.2, Call2Recycle may terminate this Agreement immediately at any time, and without prior written notice to Local Government, if:
- (a) In any province that has an extended producer responsibility plan, in the event such a plan is cancelled, Call2Recycle may terminate this Agreement as it relates to that province;
  - (b) The Local Government subcontracts or assigns any rights or obligations under this Agreement, or any part thereof;
  - (c) Any Shipments made by Local Government are deemed by Call2Recycle or any Designated Facility, to be a Non-Conforming Shipment; or
  - (d) A receiver or trustee is appointed for any part of the assets of Call2Recycle.
- 10.4 Call2Recycle expressly reserves the right, in its sole discretion and without prior written notice, at any time, and for any reason whatsoever, to amend, suspend or terminate all or any portion of the Plan.
- 10.5 On the date of termination neither party shall have any obligations, financial or otherwise, hereunder save and except for matters arising prior to termination, which may involve obligations of the parties after termination. All sections of this Agreement which by their nature should survive termination, including, without limitation, accrued rights to payment, indemnities, and limitations of liability.

## **11.0. General Provisions**

- 11.1 This Agreement constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.
- 11.2 All of the terms, covenants, conditions, and other provisions contained herein, and all of the obligations under or pursuant to this Agreement, shall be binding upon and shall enure to the benefit of the Parties hereto and their respective successors and permitted assigns.
- 11.3 There are no representations, warranties, collateral agreements, or conditions affecting this Agreement, other than those expressed in writing herein.
- 11.4 This Agreement shall be governed by and construed in accordance with the laws of the Province. Each of the Parties attorn to the non-exclusive jurisdiction of the courts of the Province.
- 11.5 This Agreement may be executed in counterparts, the counterpart copies of this Agreement together constituting a full, valid, and binding Agreement among the Parties hereto.
- 11.6 In the event that any provision of this Agreement is determined by a Court of competent jurisdiction to be illegal or invalid or unenforceable for any reason whatsoever, such provision shall be severed from this Agreement and will not affect the legality or validity or enforceability of the remainder of this Agreement or any other provision hereof.
- 11.7 The rights, remedies, and privileges in this Agreement given to the Parties:
- (a) are cumulative, and any one or more may be exercised;
  - (b) are without prejudice to and are in addition to and apply notwithstanding any other provisions in this Agreement; and
  - (c) are not and shall not be dependent or conditional upon, or in any way lessened, restricted, or affected by any other provisions of this Agreement.
- 11.8 Either Party may, from time to time, waive the performance of the other Party of any provision of this Agreement, either before or after that performance is done, but a waiver is not effective or binding upon the Party providing the waiver, unless it is in writing and signed by the Party providing the waiver or under its authority, and does not limit or affect the Party providing the waiver's right with respect to any other breach or non-performance, whether prior or subsequent thereto.
- 11.9 Any Service Providers engaged by the Local Government to assist in providing MHSW services shall be required by the Local Government to comply with and adhere to the terms and conditions, as applicable, of this Agreement.

11.10 Each Party shall perform the acts, execute and deliver the writings, and give the assurances necessary from time to time to give full effect to this Agreement.

11.11 This Agreement supersedes and replaces all oral and written communications between the Parties relating to the subject matter of this Agreement.

*<Signature page follows>*

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement as of the date first written above.

**CALL2RECYCLE CANADA, INC.**

Per: \_\_\_\_\_

Name:

Title:

*I have authority to bind Call2Recycle*

**City of Temiskaming Shores**

Per: \_\_\_\_\_

Name: Carman Kidd

Title: Mayor

*I have authority to bind the Municipality*

Per: \_\_\_\_\_

Name: Logan Belanger

Title: Municipal Clerk

*I have authority to bind the Municipality*

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

**By-law No. 2021-123**

**Being a by-law to enter into an agreement with Bourassa Sport Technologie Inc. for the Lions Tennis Court Resurfacing Project**

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

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

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

**Whereas** Council considered Administrative Report No. RS-017-2021 at the August 10, 2021 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into an agreement with Bourassa Sport Technologie Inc. for the Lions Club Tennis Court Resurfacing project, in the amount of \$98,500 plus applicable taxes, for consideration at the August 10, 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 Bourassa Sport Technologie Inc., for the Lions Club Tennis Court Resurfacing Project, in the amount of \$98,500 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 10<sup>th</sup> day of August, 2021.

---

Mayor

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Clerk



Schedule "A" to

**By-law 2021-123**

Agreement between

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

And

**Bourassa Sport Technologie Inc.**

**Agreement with for the Lions Tennis Court Resurfacing Project**

**This agreement** made this 10<sup>th</sup>, day of August, 2021.

Between:

**The Corporation of the City of Temiskaming Shores**  
(hereinafter called "the Owner")

and

**Bourassa Sport Technologie Inc.**  
(hereinafter called "the Contractor")

Witnesseth:

That the Owner and the Contractor shall undertake and agree as follows:

**Article I:**

The Contractor will:

- a) Provide all material and perform all work described within this Agreement, in accordance to the specifications contained in their submission in relation to the following:

**Corporation of the City of Temiskaming Shores  
Request for Tender  
RS-RFT-002-2021 – Tennis Court Resurfacing**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto as Appendix 01 and forming part of this agreement.
- c) Complete, as certified by the Director of Recreation, all the work by **October 1, 2021**.

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for services aforesaid, in the amount of Ninety-Eight Thousand Dollars and Zero Cents (\$98,000.00) 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 Contractor:

**Bourassa Sport Technologie Inc.**  
3306 Chem. de la Visitation  
Saint-Ambroise-de-Kildare, QC J0K 1C0

Attn.: VP Sales and Marketing

The Owner:

**City of Temiskaming Shores**  
325 Farr Drive / P.O. Box 2050  
Haileybury, Ontario P0J 1K0

Attn.: Director of Recreation

**Remainder of Page left Blank Intentionally**

**In witness** whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in  
the presence of

**Bourassa Sport Technologie Inc.**

\_\_\_\_\_  
Martin Bourassa, VP Sales and Marketing

Municipal Seal

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

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – Logan Belanger



Appendix 01 to  
Schedule "A" to

**By-law No. 2021-123**

Form of Agreement



July 26, 2021

To: Logan Belanger, Clerk  
City of Temiskaming Shores  
325 Farr Drive  
Temiskaming Shores, ON P0J 1K0

Response to: Request For Proposal RS-RFT-002-2021  
Lions Tennis Courts Resurfacing

Hello Logan,

We are excited to respond to the mentioned above tender.

Bourassa Sport Technologie Inc. Is responding to this RFP and this is a family run business with over 30 years of experience in sport surface resurfacing. Working in both the private and business sectors, we have renovated more than 2,000 sporting and tennis grounds in municipalities, private colleges, universities, condos, clubs, holiday camps, hotels, and campsites. We also install artificial turf surfaces. Passed down from one generation to another, our knowledge and expertise has been well shared to provide our clients with outstanding service.

We have been installing the Laykold products for years, from Ontario to The Maritimes. Laykold is the official surface of the US Open and the Miami Open, 2 of the top 5 tournaments in the world. Attached, you will find a letter from APT, the manufacturer of the Laykold products, confirming that we are an Authorized Canadian Installor.

We visited the courts and we are able to provide you with a proposal tailored to your needs. We examined the General Scope of Work at section 5.0 and each of the topics are part of our expertise:

1. Clean and repair court as required, the process may include but is not limited to, crack sealing, surface grinding, power washing, air drying or sweeping. Clean out any small cracks and fill with elastomeric crack fill and repair any large cracks with laying Armour by RiteWay or City approved equal.
2. Level the existing low spots (bird baths) with Laykold Deep Patch, approved Equal. Fill in surface voids, even out minor surface irregularities, install as per manufactures specifications or approved equal.
3. Supply and install a full surface Acrylic Surface Coating System. Fiberglass membrane overlay in order to prevent old crack expansion and new cracks from forming. Asphalt coated fabric is not acceptable.
4. Supply and install line painting and court colouring. Colour surfacing to be Laykold ColorCoat approved equivalent. Colour to be Blue with White lines for inner courts and green for outside of courts.
5. Line Painting to be Laykold-White Line Paint, approved equal, Flat, high-hide, 100% Acrylic non marking paint, 100% compatible with the finished colour coat.
6. Supply and install silica sand texture to the surface to meet performance criteria for slow / medium play speed. The amount of sand to be added and the particle size shall be in accordance with manufactures recommendations.

This proposal comes with a 2-year warranty.

Optional:

With a double-membrane system on all of the surface, this would provide you with a 5-year warranty for a total pricing of \$160,000.00 plus taxes.

We are sending you samples of that system.

## **Project Manager and Support Staff**

Here is the team that would install successfully this proposal:

### **Alexandre Valiquette and Maxime Valiquette, Director of operations and Project Manager**

Alexandre and Maxime have been at the head of the company for the last 15 years and have over 20 years of experience in repairing and acrylic resurfacing of sports courts. Maxime will be on-site managing the team and installing the solution.

Alexandre and Maxime have been developing this unique membrane system on repaired courts for the last 10 years, providing an extended warranty on the courts longer than a regular resurfacing on brand new asphalt, providing clients with substantial warranty compared to a complete reconstruction. They were successful in the last 3 years with the following clients: Hawkesbury, Ontario; Camp Walden, Ontario; Bracebridge, Ontario; Camp Waegwoltic, Nova Scotia; Alfred-Plantagenet, Ontario and many more.

### **James Lata, Installor / Project Manager**

James have been with the company for the last 10 years and has mastered the art of installing our projects. He was also part of the team for the following clients: Hawkesbury, Ontario; Camp Walden, Ontario; Bracebridge, Ontario; Camp Waegwoltic, Nova Scotia; Alfred-Plantagenet, Ontario and many more.

### **Cédric Vincent, Installor**

Cédric has been with the company for the last 7 years and is reliable with our different systems, including the membrane system we are proposing. He was part of the team in Alfred-Plantagenet, ON and more in Québec.

## **Experience on Similar projects**

Attached, you will find a page description with pictures of our Double Membrane System that we are proposing. We always meet the deadlines established and we believe there is a possibility to complete the work in 2020. Please note that for the last part of the work, which is the acrylic resurfacing, we need the temperature to be sunny and above 12 degrees Celsius. Attached, you will find our proposed schedule considering that the weather will cooperate. If its too cold to complete, we will finish in Spring 2021, as soon as the weather would allow us.

## **Here are a few projects where we installed this solution:**

### **Alfred-Plantagenet, Ontario**



Project (2020): Repairing and resurfacing 2 tennis courts.

### **Gravenhurst, Ontario**



Project (2019): Repairing and resurfacing 2 tennis courts, and providing equipment to multiple tennis courts

## Municipality of Hawkesbury, Ontario



Project (2018): Repairing and resurfacing 2 tennis courts.

Project (2015): Transforming the arena in a sports complex, with a tennis court, 2 badminton courts, a track field and a protective net, along with other equipments and projects.

*Martin Bourassa*



**City of Temiskaming Shores**  
**RS-RFT-002-2021**  
**Lions Tennis Courts Resurfacing**

**FORM OF QUOTATION**

Each Quotation should contain the legal name under which the Proponent carries on business, telephone number and fax number, as well the name or names of appropriate contact personnel which the City may consult regarding the Quotation.

We, the undersigned, understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labor, apparatus and documentation as are required to satisfy this Quotation.

*NOTE: All portions of Form of Quotation must be accurately and completely filled out.*

- Proof of Insurance Submitted: Yes
- WSIB Certification Submitted: Yes
- Non-Collusion Affidavit Submitted: Yes
- Conflict of Interest Declaration Submitted: Yes

Lump Sum Price (exclusive of HST):	\$98,500.00
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We/I, BOURASSA SPORT TECHNOLOGIE INC.  
(Registered Company Name/Individuals Name)

of, 3306 CHEMIN DE LA VISITATION, SAINT-AMBROISE-DE-KILMARE  
(Registered Address and Postal Code) (QUÉBEC) J0K 1C0

Business:  
Phone Number ( 1-888 ) - 276-1033

Email Address [REDACTED]



**City of Temiskaming Shores**  
**RS-RFT-002-2021**  
Lions Tennis Courts Resurfacing  
**NON-COLLUSION AFFIDAVIT**

I/ We MARTIN BOURASSA 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

Martin Bourassa

Company Name

BOURASSA SPORT TECHNOLOGIE INC.

Title

V.P. SALES AND MARKETING



**City of Temiskaming Shores**  
**RS-RFT-002-2021**  
Lions Tennis Courts Resurfacing

**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 MONTREAL this 26 day of JULY, 2021.

FIRM NAME: BOURASSA SPORT TECHNOLOGIE INC.

BIDDER'S AUTHORIZED OFFICIAL: MARTIN BOURASSA

TITLE: VP SALES AND MARKETING

SIGNATURE: 

RFT: RS-RFT-002-2021

Addendum No.: 01 – Clarifications to RFT Documents

Date Issued: July 8, 2021

All proponents shall acknowledge receipt and acceptance of this Addendum No. 01 by signing within the space provided and submitting the signed Addendum with the final submission. Submissions without this addendum may be considered incomplete.

**Clarifications:**

**1. Scope of Work Section 5.1:**

Section 5.1 shall be replaced with the following wording:

1. *Clean and repair court as required, the process may include but is not limited to, crack sealing, surface grinding, power washing, air drying or sweeping. Clean out any small cracks and fill with elastomeric crack fill and repair any large cracks with laying Armour, RiteWay, Laykold or City approved equal crack filling compound.*

**2. Approved Equivalent Products**

Laykold branded products shall be considered equivalent for the purposes of crack repairs, acrylic surface installation, court colouring and line painting as outlined in Section 5.1 to Section 5.5

**End of Addendum 01**

**Declaration:** We hereby acknowledge receipt of the above referenced Addendum and it shall be incorporated into our RFT submission.

**Company:** *BOURASSA SPORT TECHNOLOGIE INC.*

**Signature of Authorized Representative:** *Martin Bourassa*

**Name/Title [print]:** *MARTIN BOURASSA, V-P SALES AND MARKETING*



APT Advanced Polymer Technology Corp.  
World Headquarters

Tel: (724) 452-1330  
Fax: (724) 452-1703

Member of Advanced Polymer Technology Group  
109 Conica Lane, PO Box 160 | Harmony, PA 16037 USA

info@advpolytech.com  
www.advpolytech.com

January 25, 2021

To Whom It Concerns:

Please be advised Bourassa Sport Technology, Inc of Quebec, Canada is an authorized Laykold applicator for the following systems:

- **Laykold Cushion Plus:** a resilient, multi-layered tennis court surface designed to provide added comfort for a more enjoyable playing experience with an ITF Category 3 surface pace rating. **Laykold Cushion Plus** has been used to surface numerous high-profile tennis venues worldwide.
- **Laykold ColorCoat:** a wear-resistant, 100% acrylic court surfacing system that can be customized to the owners desired speed of play while protecting and beautifying asphalt and concrete substrates in brilliant, fade-resistant colors.
- **Advantage Laykold:** a factory textured, wear-resistant, 100% acrylic surfacing system designed to provide an ITF Category 3 surface pace rating while beautifying asphalt and concrete substrates in brilliant, fade-resistant colors.
- **Laykold ColorFlex:** a highly flexible, wear-resistant, 100% acrylic surfacing system with unique physical properties. **ColorFlex** is an excellent choice for cushioned courts and court over-lay systems where superior elongation is beneficial to surface performance.

Advanced Polymer Technology is the manufacturer of Laykold and a global leader in high performance sport surfaces. APT is ISO 9001 quality management certified and ISO 14001 environmental management compliant. For more information, please visit [www.laykold.com](http://www.laykold.com) and [www.sportsbyapt.com](http://www.sportsbyapt.com).

Choosing a reliable, highly experienced sport surfaces specialist, such as Bourassa Sport Technology, is vital to the longevity and performance of your courts. APT endorses this document as valid through December 31<sup>st</sup>, 2021.

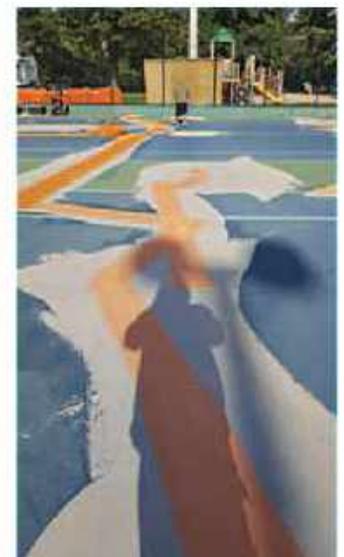
Sincerely,

Wesley Baum  
Technical and Field Support Manager  
Advanced Polymer Technology

**Système de membrane simple ou double  
Single or Double Membrane System**

Notre unique système de simple ou double membrane permet à vos surfaces sportives d'avoir une deuxième vie. Après avoir bien réparé et nivelé la surface de jeux, ainsi que bien rempli les fissures avec les produits Laykold, nous installons la membrane d'une flexibilité incroyable, qui prévient le retour des fissures et augmente la durée de vie, tout en vous donnant une garantie dans le temps.

Our unique Single or Double Membrane System allows your sports surfaces to gain a second life. After having well repaired and leveled the sport surface, as well as filled the the cracks with the Laykold products, we install our incredibly flexible membrane, which prevents cracks from coming back and extend the life-expectancy, while providing you with a time warranty.



**Remise à neuf de terrains de tennis - Système Double membrane**  
**Rejuvenation of tennis courts - Double Membrane System**  
**Camp Walden, Palmer Rapids (Ontario)**



# BOURASSA

SPORT • TECHNOLOGIE



PLUS

# Laykold®

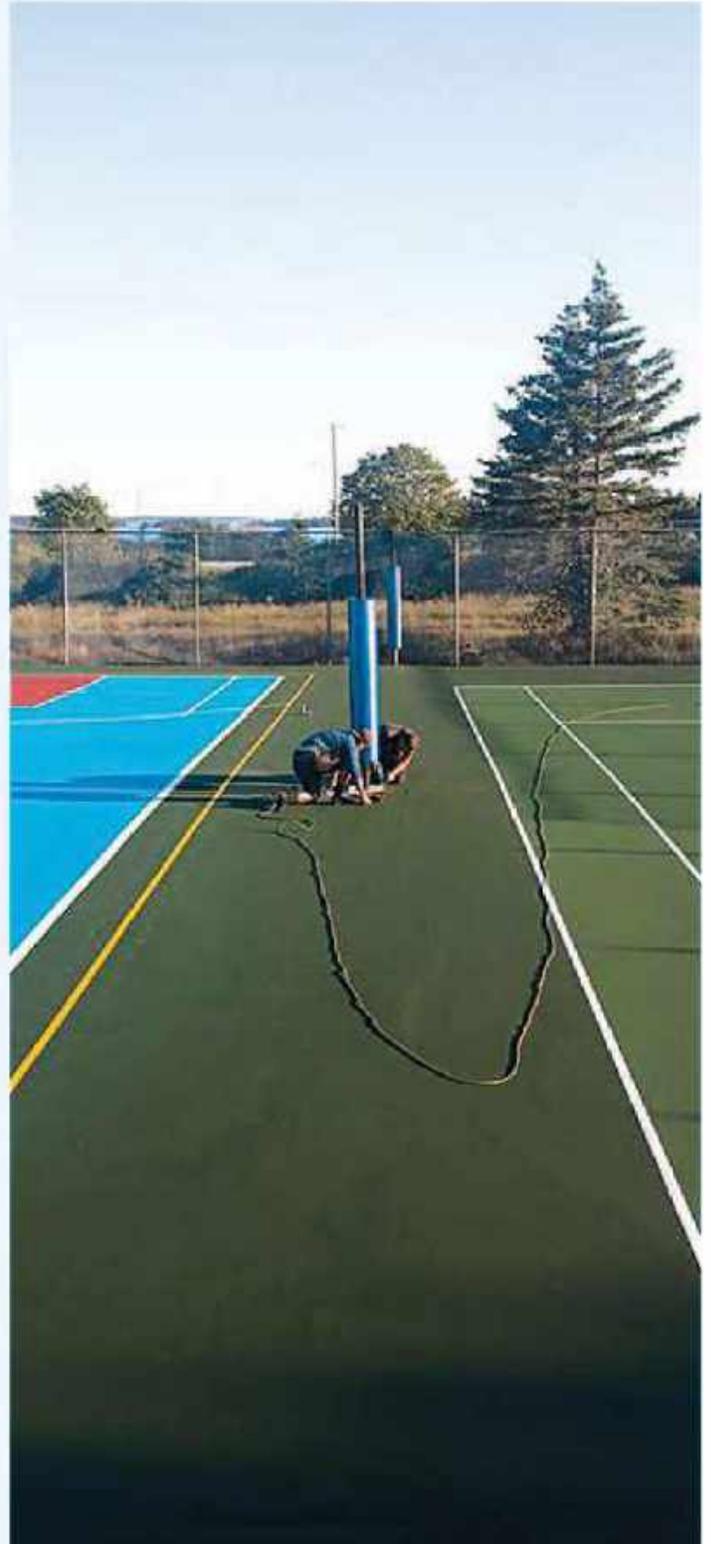
Remise à neuf de terrains de tennis - Système Double membrane  
Rejuvenation of tennis courts - Double Membrane System  
Camp Walden, Palmer Rapids (Ontario)



**Remise à neuf de terrains de tennis – Système Double Membrane**  
**Rejuvenation of tennis courts – Double Membrane System**  
**Argyle (Nova Scotia)**



**Remise à neuf de terrains de tennis – Système Double Membrane**  
**Rejuvenation of tennis courts – Double Membrane System**  
**Argyle (Nouvelle-Écosse)**



**Remise à neuf de terrains de tennis – Système Double Membrane**  
**Rejuvenation of tennis courts – Double Membrane System**  
**Bracebridge (Ontario)**



**Remise à neuf de terrains de tennis – Système Double Membrane**  
**Rejuvenation of tennis courts – Double Membrane System**  
**Bracebridge (Ontario)**



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

**By-law No. 2021-124**

**Being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Committee of the Whole Meeting held on August 10, 2021 and for its Regular meeting held on August 10, 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 Committee of the Whole meeting held on **August 10, 2021**, and for its Regular meeting held on **August 10, 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 10<sup>th</sup> day of August, 2021.

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Mayor

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Clerk