



**The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, June 21, 2022 – 6:00 p.m.
City Hall – Council Chambers – 325 Farr Drive**

Agenda

Land Acknowledgement

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

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

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

6. Review and adoption of Council Minutes

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

a) Regular Meeting of Council – June 7, 2022; and

b) Special Meeting of Council – June 14, 2022.

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

None

8. Question and Answer Period

9. Presentations / Delegations

a) Dr. Wendy Ing, Veterinarian

Re: Animal Control

b) Roxanne St-Germain – Animals First Temiskaming Shores and Area Animal Services

Re: Animal Control

c) Lynn Armstrong, representing Community Living Temiskaming South individuals

Re: Animal Control

10. Communications

- a) Carol McBride, Program Coordinator – Keepers of the Circle

Re: Invitation to Indigenous Peoples Day Pow Wow Keepers of the Circle

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) 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 Bicycle Friendly Community Committee meetings held on February 7, 2022 and May 24, 2022; and
- b) Minutes of the Temiskaming Transit Committee meeting held on May 30, 2022.

12. Committees of Council – Internal Departments

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

- a) Minutes of the Building Maintenance Committee meeting held on May 19, 2022;
- b) Minutes of the Corporate Services Committee meeting held on May 19, 2022;

- c) Minutes of the Protection to Persons and Property Committee meeting held on May 19, 2022;
- d) Minutes of the Public Works Committee meeting held on May 19, 2022; and
- e) Minutes of the Recreation Services Committee meeting held on May 16, 2022.

13. Reports by Members of Council

14. Notice of Motions

15. New Business

a) January to May 2022 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 of the January to May 2022 Year-to-Date Capital Financial Report for information purposes.

b) Memo No. 027-2022-CS – Amendment to By-Law 2019-181 – Multi-Year Accessibility Plan

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 027-2022-CS; and

That Council hereby directs staff to prepare the necessary by-law to amend By-law No. 2019-181, being a Multi-Year Accessibility Plan, to update key contacts and to include an “Appendix A” establishing a procedure for preventative and emergency maintenance for accessible elements in public spaces and a procedure for dealing with temporary disruptions when accessible elements are not in working order, for consideration at the June 21, 2022 regular Council meeting.

c) Memo No. 028-2022-CS – Paddon Crescent One Foot (1') Reserve

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 028-2022-CS;

That Council directs staff to prepare the necessary by-law authorizing the acquisition of PIN 31343-0027 and PIN 61343-0030 (i.e., one foot reserve running along Paddon Crescent) without consideration, and authorizes the consolidation of the above-noted PINs with PIN 61343-0026 (Paddon Crescent) for public use; and

Further that FPT Holdings Ltd. have acknowledged that legal fees for the acquisition and consolidation will be at their expense.

d) Administrative Report No. CS-023-2022 – Timiskaming District Joint Compliance Audit Committee Terms of Reference

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-023-2022; and

That Council directs staff to prepare the necessary by-law to adopt the Timiskaming District Joint Compliance Audit Committee Terms of Reference for the 2022-2026 term, for consideration at the June 21, 2022 regular Council meeting.

e) Administrative Report No. CS-024-2022 – Animal Control and Pound Services Contract

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

That Council for the City of Temiskaming Shores directs staff to prepare the necessary By-law to enter into a three (3) year agreement with Mr. Michael Kidd - Kidd Crest Farms Inc. operating as South Temiskaming Animal Control

Services in the amount of \$78,740 annually plus applicable taxes, for consideration at the June 21, 2022 Regular Council Meeting.

f) Administrative Report No. CS-025-2022 – Municipal Insurance Policy

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-025-2022; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Marsh brokered by MIS Municipal Insurance Services for Municipal Insurance and Risk Management Services from July 1, 2022 to June 30, 2025, with a premium of \$492,139 plus applicable taxes for the first year of the term, for Council consideration at the June 21, 2022 Regular Meeting.

g) Administrative Report No. CS-026-2022 – Community Safety & Well-Being Plan

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-026-2022;

That Council directs staff to prepare the necessary by-law to adopt the Timiskaming District Community Safety and Well-being Plan at the June 21, 2022 Regular Council meeting;

That Council directs staff to provide notification to the Ministry of the Solicitor General upon passing of the by-law to adopt the Community Safety and Well-being Plan; and

That Council approves in principle an annual contribution for Community Safety and Well-being Plan resources based on the current apportionments by the District of Timiskaming Social Services Administration Board (DTSSAB) resulting in a District-wide funding approach.

h) Administrative Report No. CS-027-2022 – Chamber of Commerce Agreement

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-027-2022; and

That Council directs staff to prepare the necessary by-law to enter into a New Strategic Alliance Agreement with the Temiskaming Shores & Area Chamber of Commerce for consideration at the June 21, 2022 Regular Council meeting.

i) Administrative Report No. PW-023-2022 – RFP Award – Radley Hill Railway Crossing Upgrades

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-023-2022; and

That Council directs staff to prepare the necessary By-law to enter into an agreement with Miller Paving Northern for the Design Build Upgrades to the Radley Hill Railway Crossing in the amount of \$640,722.50 plus applicable taxes, for consideration at the June 21, 2022 Regular Council Meeting.

j) Memo No. 008-2022-RS – Niska Park

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

That Council endorses the project to develop the Niska Park at the Farr Drive greenspace location; and

That Council directs staff to prepare the necessary agreement to form a working partnership with the Niska Park Committee for the creation and development of a park in memory of Nicole Guertin located on the greenspace on Farr Drive, for consideration at a future Council meeting.

k) Administrative Report No. RS-014-2022 – Northern Ontario Heritage Fund Corporation (NOFHC) – People and Talent Application

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-014-2022; and

That Council direct staff to submit an application to the Northern Ontario Heritage Fund Corporation (NOHFC) People and Talent - Workforce Development Stream in the amount of \$35,000 to hire an Environment and Sustainability Coordinator within the Recreation Department for a one-year internship.

16. By-laws

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that:

- By-law No. 2022-105 Being a by-law to appoint John Telfer as Interim City Manager for the City of Temiskaming Shores (Repeals 2011-031)
- By-law No. 2022-106 Being a by-law to enter into an Encroachment Agreement with 29 Whitewood Inc. (29 Whitewood Avenue)
- By-law No. 2022-107 Being a by-law to enter into an agreement with Enterprise Fleet Management for light-duty fleet management services, expertise and strategic planning for the City of Temiskaming Shores
- By-law No. 2022-108 Being a by-law to amend By-law No. 2019-181, to Adopt a Multi-year Accessibility Plan 2019-2023
- By-law No. 2022-109 Being a by-law for the Acquisition of the One-Foot (1') Reserve on Paddon Crescent for Public Use within the City of Temiskaming Shores
- By-law No. 2022-110 Being a by-law to adopt the Timiskaming District Joint Compliance Audit Committee Terms of Reference under the Municipal Elections Act, 1996

- By-law No. 2022-111 Being a by-law to execute an Agreement between the City of Temiskaming Shores and Kidd Crest Farms Inc. (Michael Kidd) o/a South Temiskaming Animal Control Services for the provision of Animal Control and Pound Services
- By-law No. 2022-112 Being a by-law to enter into an Agreement with Marsh brokered by MIS Municipal Insurance Services Brokers Ltd. for the provision of Municipal Insurance and Risk Management Services from July 1, 2022 to June 30, 2025
- By-law No. 2022-113 Being a by-law to adopt the Timiskaming District Community Safety and Well-Being Plan
- By-law No. 2022-114 Being a by-law to enter into a strategic alliance agreement with the Temiskaming Shores and Area Chamber of Commerce
- By-law No. 2022-115 Being a by-law to enter into an agreement with Miller Paving Limited for the provision of Design Build Upgrades – Radley Hill Railway Crossing

be hereby introduced and given first and second reading.

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that:

- By-law No. 2022-105; By-law No. 2022-111;
By-law No. 2022-106; By-law No. 2022-112;
By-law No. 2022-107; By-law No. 2022-113;
By-law No. 2022-108; By-law No. 2022-114; and
By-law No. 2022-109; By-law No. 2022-115;
By-law No. 2022-110;

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

17. Schedule of Council Meetings

- a) Regular Meeting – Tuesday, July 12, 2022 at 6:00 p.m.
- b) Regular Meeting – Tuesday, August 9, 2022 at 6:00 p.m.

18. Question and Answer Period

19. Closed Session

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

- a) Adoption of the June 7, 2022 and June 14, 2022 (Special) Closed Session Minutes; and
- b) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour relations or employee negotiations – Discussion Regarding Inflationary Concerns.

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

20. Confirming By-law

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that By-law No. 2022-116 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 14, 2022**, and for its Regular meeting held on **June 21, 2022**, be hereby introduced and given first and second reading.

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that By-law No. 2022-116 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, June 7, 2022 – 6:00 p.m.
City Hall – Council Chambers – 325 Farr Drive

Minutes

Land Acknowledgement

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

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

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

1. Call to Order

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

2. Roll Call

3. Review of Revisions or Deletions to Agenda

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

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

Steve Burnett, Manager of Environmental Services
Mitchell McCrank, Manager of Transportation Services
Stephanie Leveille, Treasurer

Regrets: Councillor Danny Whalen

Media: N/A

Members of the Public: 2

4. Approval of Agenda

Resolution No. 2022-216

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

None

6. Review and adoption of Council Minutes

Resolution No. 2022-217

Moved by: Councillor Hewitt

Seconded by: Councillor Jelly

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

a) Regular Meeting of Council – May 17, 2022.

Carried

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

None

8. Question and Answer Period

None

9. Presentations / Delegations

None

10. Communications

- a) Klaus Walther and Nicole Walther, Ratepayers

Re: Application to Purchase Municipal Land (PLAN M13NB BLK N PT LOTS 11 12 PCLS 1161NND 3353SST), 2022-05-18

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

- b) Kaila Zamojski, Deputy Clerk – Town of Arnprior

Re: Support for Humanitarian Efforts in Ukraine

Reference: Received for information

- c) Danielle Manton, City Clerk – City of Cambridge

Re: Free Public Transportation on Election Days, 2022-05-18

Reference: Received for information

- d) District of Timiskaming Social Services Administration Board

Re: 2022 Quarterly Report – Quarter 1

Reference: Received for information

- e) District of Timiskaming Social Services Administration Board
Re: Paramedic Services Week 2022 Media Release, 2022-05-20
Reference: Received for information

- f) Melanie Ducharme, Amanda Mongeon, Paul Cobb, Mary Anne Bardawill, Nadia Pelletier-Lavigne - Residents
Re: Road Safety and Data Sharing, 2022-05-30
Reference: Referred to the Public Works Committee and the Recreation Committee

- g) Robert Ritchie, Resident
Re: Open Letter to the Temiskaming Shores Mayor and Council, 2022-06-01
Reference: Received for information

- h) Danielle Manton, City Clerk – City of Cambridge
Re: Ontario Must Build it Right the First Time, 2022-06-01
Reference: Received for information

Resolution No. 2022-218

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

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

Carried

11. Committees of Council – Community and Regional

Resolution No. 2022-219

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

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

- a) Minutes of the Committee of Adjustment meeting held on February 23, 2022;
- b) Minutes of the District of Timiskaming Social Services Administration Board held on April 27, 2022; and
- c) Minutes of the Temiskaming Shores Public Library Board meeting held on April 27, 2022.

Carried

12. Committees of Council – Internal Departments

None

13. Reports by Members of Council

None

14. Notice of Motions

None

15. New Business

a) Municipal Proclamation - June is Recreation and Parks Month

Resolution No. 2022-220

Moved by: Councillor Foley

Seconded by: Councillor McArthur

Whereas Temiskaming Shores is fortunate to have a variety of recreation and parks systems providing countless recreational opportunities for residents and visitors from around the world; and

Whereas recreation enhances quality of life, balanced living and lifelong learning; helps people live happier and longer; develops skills and positive self image in children and youth; develops creativity; and builds healthy bodies and positive lifestyles; and

Whereas recreational participation builds family unity and social capital; strengthens volunteer and community development; enhances social interaction; creates community pride and vitality; and promotes sensitivity and understanding to cultural diversity; and

Whereas parks, open space and trails provide active and passive outdoor recreation opportunities, help maintain clean air and water; and promotes stewardship of the natural environment; and

Whereas recreation, therapeutic recreation and leisure education are essential to the rehabilitation of individuals who have become ill or disabled, or disadvantaged, or who have demonstrated anti-social behavior; and

Whereas the benefits provided by recreation programs, services and parks, and open space, reduce healthcare and social service costs; serve to boost the economy, economic renewal and sustainability; enhance property values; attract new business; increase tourism; and curb employee absenteeism; and

Whereas all levels of government, the voluntary sector and private enterprise throughout the Province participate in the planning, development and operation of recreation and parks programs, services and facilities.

Now therefore be it resolved that Council for the City of Temiskaming Shores, in recognition of the benefits and values of Recreation and Parks, hereby proclaims the month of June as Recreation and Parks Month.

Carried

b) Municipal Proclamation - June is Bike Month

Resolution No. 2022-221

Moved by: Councillor Jelly

Seconded by: Councillor Hewitt

Whereas the bicycle is a healthy, convenient, financially, and environmentally sound form of transportation and an excellent tool for recreation and enjoyment of Temiskaming Shores' scenic beauty, local attractions, and friendly neighbourhoods; and

Whereas throughout the month of June, the residents of Temiskaming Shores and its visitors will experience the joys of bicycling through educational programs, Bike to School Day, helmet promotions, charity events, or by simply getting out and going for a ride; and

Whereas Temiskaming Shores' road and trail system attracts cyclists each year, providing economic, health, transportation, tourism, and scenic benefits; and

Whereas creating a bicycle-friendly community has been shown to improve citizen's health, well-being, and quality of life, growing the economy of Temiskaming Shores, attracting tourism dollars, improving traffic safety,

supporting student health and learning, and reducing pollution, congestion, and wear and tear on our streets and roads; and

Whereas many of our local groups are also promoting bicycle tourism year round to attract more visitors to enjoy our local restaurants, hotels, retail establishments, locally produced foods and beverages, and cultural and scenic attractions; and

Whereas these groups are also promoting greater public awareness of bicycle operation and safety education in an effort to reduce collisions, injuries, and fatalities and improve health and safety for everyone on the road;

Now therefore be it resolved that Council for the City of Temiskaming Shores, in recognition of the benefits and values of cycling, hereby proclaims the month of June as Bike Month.

Carried

c) Memo No. 025-2022-CS – Request for Delegation – Civil Marriage Solemnizations

Resolution No. 2022-222

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 025-2022-CS; and

That Council hereby approves the Clerk's delegation of authority to Kenneth Ashick; Melissa LaPorte; Jennifer Moorlag; and Tara Simmons for the provision of civil marriage solemnization services in the Province of Ontario.

Carried

d) Memo No. 026-2022-CS – Deeming By-law for Stevens - 160 Niven Street South

Resolution No. 2022-223

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Whereas the owners of 160 Niven Street South in Haileybury would like to merge lots on title through the adoption of a deeming by-law in compliance with the Planning Act in order to create one property with one Roll number; and

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

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby directs staff to prepare the necessary by-law to deem PLAN M143NB LOT 244 TO LOT 246 PCL 13023SST and BUCKE CON 3 S PT LOT 11 PCL 12354SST 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 June 7, 2022 Regular Council meeting.

Carried

e) Administrative Report No. CS-021-2022 – Encroachment Agreement for 29 Whitewood Avenue

Resolution No. 2022-224

Moved by: Councillor Foley

Seconded by: Councillor McArthur

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-021-2022; and

That Council directs staff to prepare the necessary by-law and encroachment agreement with 29 Whitewood Inc. for the property at 29 Whitewood Avenue to allow the construction of a 1.1 metre wide fixed stairway on the west side of the existing building for consideration at the June 21, 2022 regular Council meeting; and

That Council requires that the Owner shall pay the legal and land titles fees to register the agreement on title.

Carried

f) Administrative Report No. CS-022-2022 – Delegation of Authority during “Lame-Duck” Period

Resolution No. 2022-225

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-022-2022;

That Council directs staff to prepare the necessary by-law delegating the following authority to the City Manager from August 19, 2022 to November 15, 2022, if required:

- (a) Financial signing authority for expenditures outside the current budget exceeding \$50,000;
- (b) Disposition of any real or personal property of the municipality which has a value exceeding \$50,000 at the time of disposal;
- (c) Authority to hire or remove any officer from/to employment with the City of Temiskaming Shores;
- (d) Authority to apply for funding applications that may become available during the “lame duck period” which have not been included in the current budget; and

That Council directs the City Manager to submit an information report to Council if the delegation of authority has been exercised.

Carried

g) Administrative Report No. PW-020-2022 – Tender Award – Asphalt Markings & Symbols Services

Resolution No. 2022-226

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-020-2022; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Miller Maintenance, A Division of Miller Paving, for Asphalt Marking and Symbol Services in the amount of \$24,465 plus applicable taxes, for consideration at the June 7, 2022 Regular Council meeting.

Carried

h) Administrative Report No. PW-021-2022 – Tender Award – Grant Drive Extension

Resolution No. 2022-227

Moved by: Councillor Foley

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-021-2022; and

That Council directs staff to prepare the necessary By-law to enter into an agreement with Pedersen Construction (2013) Inc. for the construction of the

Grant Drive Extension in the amount of \$ 781,028.01 plus applicable taxes for consideration at the June 7, 2022 Regular Council Meeting.

Carried

i) Administrative Report No. PW-022-2022 – Enterprise Fleet Management Services

Resolution No. 2022-228

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-022-2022; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Enterprise Fleet Management for light-duty fleet management services, maintenance services, and strategic planning for all of the existing light-duty fleet (24 vehicles) and agrees that only nine (9) light-duty vehicles will be replaced under the program on a pilot project basis for consideration at the June 21, 2022 Regular Council meeting.

Carried

j) Administrative Report No. RS-012-2022 – Whites Drive No Parking

Resolution No. 2022-229

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-012-2022; and

That Council directs staff to amend by-law 2012-101 being a By-law to regulate traffic and parking of vehicles in the City of Temiskaming Shores to prohibit parking along a 60-meter section of Whites Drive beginning from Melville Street, for consideration at the June 7, 2022, Regular Council meeting.

Carried

k) Administrative Report No. RS-013-2022 – Climate Change Committee Terms of Reference

Resolution No. 2022-230

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-013-2022;

That Council directs staff to prepare the necessary by-law to repeal By-Law No. 2021-111 for the Temiskaming Shores (Ad Hoc) Climate Change Committee; and

That Council directs staff to prepare the necessary by-law to adopt a new Terms of Reference for the Temiskaming Shores Climate Change Committee, establishing it as a standing committee of Council, for consideration at the June 7, 2022 regular Council meeting.

Carried

16. By-laws

Resolution No. 2022-231

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that:

By-law No. 2022-096 Being a by-law to enter into an Encroachment Agreement with 1607456 Ontario Ltd. (40 Wellington Street South)

By-law No. 2022-097 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

By-law No. 2022-098 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 160 Niven Street South

By-law No. 2022-099 Being a by-law to Delegate Authority to the City Manager for certain Acts during a “Lame Duck” period

By-law No. 2022-100 Being a by-law to enter into an agreement with Miller Maintenance for the provision of Asphalt Marking and Symbol Services

- By-law No. 2022-101 Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the construction of the Grant Drive Extension
- By-law No. 2022-102 Being a by-law to amend By-law No. 2012-101 as amended, to Regulate Traffic and Parking of Vehicles in the City of Temiskaming Shores – Prohibited Parking for 60 metre section of Whites Drive
- By-law No. 2022-103 Being a by-law to adopt Terms of Reference for the Temiskaming Shores Climate Change Committee (Repeals By-law No. 2021-111)

be hereby introduced and given first and second reading.

Carried

Resolution No. 2022-232

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that:

By-law No. 2022-061; By-law No. 2022-100;
 By-law No. 2022-096; By-law No. 2022-101;
 By-law No. 2022-097; By-law No. 2022-102; and
 By-law No. 2022-098; By-law No. 2022-103;
 By-law No. 2022-099;

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

Carried

Clerk's Note: By-law No. 2022-061, being a by-law to amend By-law No. 2012-019 to prohibit and regulate certain noises within the City of Temiskaming Shores – Propane Fired Bird Cannons received first and second reading at the April 5, 2022 regular Council meeting. On May 20, 2022, the City received approval (Signed Order dated May 20, 2022) for set fines relating to provisions in this by-law from the Regional Senior Justice Northeast Region.

17. Schedule of Council Meetings

- a) Regular Meeting – Tuesday, June 21, 2022 at 6:00 p.m.

- b) Regular Meeting – Tuesday, July 12, 2022 at 6:00 p.m.

18. Question and Answer Period

Karen and Crag Jenkins communicated concerns related to the process of the site preparation and construction of a single-family dwelling. Mayor Kidd noted that Council received their letter and emails regarding the matter, which have been included for discussion in the closed session of this evening's meeting.

19. Closed Session

Resolution No. 2022-233

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that Council agrees to appoint Christopher Oslund as Clerk for Closed Session Item 19 (f) regarding a personal matter about an identifiable individual (Re: City Manager Position), and for the duration of the meeting.

Carried

Resolution No. 2022-234

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

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

- a) Adoption of the May 17, 2022 Closed Session Minutes;
- b) Under Section 239(2)(f) of the Municipal Act, 2001 – advice subject to solicitor-client privilege – Rotary Splash Pad;
- c) Under Section 239(2)(a) of the Municipal Act, 2001 – Security of the Property of the Municipality – City of Temiskaming Shores Vaccination Policy;
- d) Under Section 239 (2) (b) of the Municipal Act, 2001 – Personal matter about an identifiable individual – Building Matters;
- e) Under Section 239(2)(c) of the Municipal Act, 2001 – Land acquisition / disposition and under Section 239(2)(f) of the *Municipal Act, 2001* – advice subject to solicitor-client privilege - 545 Lakeshore Road (Former Haileybury Library); and

- f) Under Section 239 (2) (b) of the Municipal Act, 2001 – Personal matter about an identifiable individual – City Manager Position.

Carried

Resolution No. 2022-235

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that Council agrees to rise with report from Closed Session at 8:13 p.m.

Carried

Matters from Closed Session

Adoption of the May 17, 2022 – Closed Session Minutes

Resolution No. 2022-236

Moved by: Councillor Foley

Seconded by: Councillor Jelly

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

- a) Closed Session Minutes from the Regular meeting of Council on May 17, 2022.

Carried

Under Section 239(2)(f) of the Municipal Act, 2001 – advice subject to solicitor-client privilege – Rotary Splash Pad

Council provided staff with direction.

Under Section 239(2)(a) of the Municipal Act, 2001 – Security of the Property of the Municipality – City of Temiskaming Shores Vaccination Policy

Resolution No. 2022-237

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores directs staff to maintain the City of Temiskaming Shores Vaccination Policy and to reduce the frequency of COVID-19 testing.

Carried

Under Section 239 (2) (b) of the Municipal Act, 2001 – Personal matter about an identifiable individual – Building Matters

Council provided staff with direction.

Under Section 239(2)(c) of the Municipal Act, 2001 – Land acquisition / disposition and under Section 239(2)(f) of the Municipal Act, 2001 – advice subject to solicitor-client privilege - 545 Lakeshore Road (Former Haileybury Library)

Resolution No. 2022-238

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores directs staff to relist 545 Lakeshore Road (former Haileybury Library building) for sale with Laurie Christo, Miller Realty, at the recommended listing price of \$99,000.

Carried

Under Section 239 (2) (b) of the Municipal Act, 2001 – Personal matter about an identifiable individual – City Manager Position

Council provided staff with direction.

20. Confirming By-law

Resolution No. 2022-239

Moved by: Councillor McArthur

Seconded by: Councillor Laferriere

Be it resolved that By-law No. 2022-104 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular meeting held on **June 7, 2022** be hereby introduced and given first and second reading.

Carried

Resolution No. 2022-240

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that By-law No. 2022-104 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

21. Adjournment

Resolution No. 2022-241

Moved by: Councillor Hewitt

Seconded by: Councillor Foley

Be it resolved that Council hereby adjourns its meeting at 8:15 p.m.

Carried

Mayor

Clerk



**The Corporation of the City of Temiskaming Shores
Special Meeting of Council
Tuesday, June 14, 2022 – 6:30 p.m.
City Hall – Council Chambers – 325 Farr Drive**

Minutes

Land Acknowledgement

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

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

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

1. Call to Order

The meeting was called to order by Mayor Kidd at 6:30 p.m.

Resolution No. 2022-242

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that Council agrees to appoint Christopher Oslund as Clerk for the Special Meeting of Council on June 14, 2022.

Carried

2. Roll Call

Council: Mayor Carman Kidd; Councillors Jesse Foley, Patricia Hewitt (electronically), Doug Jelly, Jeff Laferriere and Mike McArthur

Present: Christopher Oslund, City Manager

Regrets: Councillor Danny Whalen

3. Approval of Agenda

Resolution No. 2022-243

Moved by: Councillor Jelly
Seconded by: Councillor Foley

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

Carried

4. Declaration of Special Council Meeting

Resolution No. 2022-244

Moved by: Councillor McArthur
Seconded by: Councillor Hewitt

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

None

6. Closed Session

Resolution No. 2022-245

Moved by: Councillor Laferriere
Seconded by: Councillor Jelly

Be it resolved that Council agrees to convene in Closed Session at 6:35 p.m. to discuss the following matters:

a) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour relations or employee negotiations - Update on Interim City Manager.

Carried

Resolution No. 2022-246

Moved by: Councillor Laferriere
Seconded by: Councillor Foley

Be it resolved that Council agrees to rise with report from Closed Session at 7:24 p.m.

Carried

Matters from Closed Session

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

Council provided direction to the City Manager in Closed Session.

7. Adjournment

Resolution No. 2022-247

Moved by: Councillor Jelly
Seconded by: Councillor McArthur

Be it resolved that Council hereby adjourns its meeting at 7:25 p.m.

Carried

Mayor

Clerk

June 15/22

Good Evening

I would like to take just a minute to introduce myself for those that do not know me. My name is Dr. Wendy Ing, I am a small animal veterinarian who has worked in clinical practice in this area for over 20 years. I also have a graduate certificate in shelter medicine from the University of Florida, so I have a bit of knowledge in the animal department. My position here tonight is to advocate for the animals in this community. I would like members of the council to realize that before you vote on the Animal Control contract tonight that you have given it due diligence like you would any other important community issue. What needs to be understood is that the term animal control is old school terminology. What most progressive cities are now doing is a hybrid type model of combining animal control with animal rescues to create animal services. Long gone are the days of collecting animals off the streets, holding them in some small facility for three days then shooting them if they are not claimed. The only way to “control” the animal issues that we have created would be to also incorporate other concepts of shelter medicine into our community. This includes not only the return to owner concept, but also other programs such as spay/neuter, transfers to partner facilities with more resources and trap-neuter release programs for unowned or feral animals. By doing so, the animal numbers will decline, more rapidly over time than just picking them off one by one. Also, during the TNR programs, the animals are often vaccinated for infectious diseases including Rabies. These community cats will ultimately create a Rabies barrier which will help to protect the health of the public. I realize that change takes time and resources, but I do want to make sure that every one of you will represent myself, along with my co-workers, family, and friends. I would like to make sure that if any of my furry family are lost that they will not be destroyed after 3 days and returned home safely. I would like to see someone who is willing to participate in some of these shelter medicine ideas to better manage the animals in our area, this includes not destroying any healthy animal that comes through “animal control”. Whomever gets the contract needs to have budgeted for things such as veterinary bills for any injured animals coming into their care and for humane euthanasia of those that are not so lucky. I feel that animal control has been an issue that has been swept under the rug for far too long. We need transparency. Temiskaming Shores

along with several hard-working rescue groups in this area are now just starting to make a positive impact in this long-standing issue. We need to ensure that we continue to move forward and not regress back to our old ways. Temiskaming Shores needs to look at this as an investment into bettering their future and not as an inconvenience every three years. We are not re-inventing the wheel with these ideas, this information has been proven time and time again in other communities. I urge all of you to ensure that the individual who receives the contract has taken the time to think about these ideas and has incorporated them into their proposals. Just like any other area within the municipality, when you hire someone, you want them to be part of the solution to an organized, progressive, and compassionate community.

Thank you for your time.

Dr. Wendy Ing

Roxanne St. Germain Delegation to Council June 21, 2022 regarding Animal Control

I will give a description of my experience and qualifications related to the position of Animal Control.

A brief overview of the current contract and the information and expectations it was based on compared to what the reality of the job actually is.

There are several job requirements that could be improved that I will review and offer observations on.

The title of Animal control is outdated and has an attached historic expectation vs the title animal services that is the present nomenclature preferred by most communities. I will be explaining these differences.

A short explanation of the control of animals by developing solutions to the core problem preferred by Animals First vs traditional adversarial Animal Control approaches.

The benefits brought to the community through our Volunteer and outreach programs and the services we have provided.

There are many misconceptions of what No Kill is and what it is not. I will be reviewing the differences and how Animals First has fulfilled the Tenets of No Kill as required by the present contract.

I will be closing with a review of the Accomplishments of Animals First and the value for the tax payers money that has been delivered to this community.

Temiskaming Shores Council Meeting June 21, 2022

I would like to speak on behalf of Animals First New Liskeard.

I would like to address the community involvement which Animals First time has provided to individuals with developmental disabilities.

I will be advocating on behalf of Community Living Temiskaming South individuals with developmental disabilities and the volunteer program they have been attending with Animals First New Liskeard.

I would like to advocate in respect to the dedication, contribution, benefits and outstanding results, Animals First has provided to the community.

Respectfully

Lynn

Keepers
of the
Circle



May 25, 2022

Dear James,

It is with pride that we are inviting you to participate in the Indigenous Peoples Day Pow Wow Keepers of the Circle has scheduled for June 21, 2022, at the Mill Creek Cultural Grounds in North Cobalt. You are also invited to participate in the National Day of Truth and Reconciliation Pow Wow scheduled for September 30th in Kirkland Lake. These two events are very important to Indigenous communities in the territory and your attendance would be greatly appreciated.

The Grand Opening of the June 21st Pow Wow will begin at 10:00 a.m. with Iron Stone as our Host Drum Group. The Master of Ceremony officiate is Rodney Stanger of Timiskaming First Nation. The Closing Ceremony will take place at 3:00 p.m.

You may also be interested in attending a tour of the Keepers of the Circle facilities in New Liskeard on June 20th, the day before the Pow Wow. The details of the tour will be forwarded under a separate invitation.

To help us plan, please let us know if you would be interested in attending the events by email to c.mcbride@keepersofthecircle.com by June 10th, 2022.

We look forward to seeing you at the cultural grounds to celebrate with us. Please bring your most comfortable chair and enjoy your day!

Carol McBride
On behalf of the Pow Wow Committee

1.0 CALL TO ORDER

The meeting was call/ed to order at 4:46 p.m.

2.0 ROLL CALL

| | |
|----------|---|
| PRESENT: | Mayor Carman Kidd; Matt Bahm - Director of Recreation; Jeff Thompson – Superintendent of Community Programming; Linda St. Cyr; Chuck Durrant; Erika Aelterman - Timiskaming Health Unit; Councillor Jesse Foley; Paul Cobb;; Mitch McCrank – Manager of Transportation; Chris Oslund – City Manager; Stacy Utas |
| REGRETS: | Celine Leger-Notel |

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

Received request from Erika to add the Bike Exchange under new Business as item 9.6.

4.0 APPROVAL OF AGENDA

Recommendation BFCC-2022-001

Moved by: **Linda St. Cyr**

Seconded by: **Jesse Foley**

Be it recommended that the Bicycle Friendly Community Committee agenda for the February 7th, 2022 meeting be approved as amended.

CARRIED

5.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- There was no disclosure of pecuniary interest and general nature

6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation BFCC-2022-002

MOVED BY: **Carman Kidd**

SECONDED BY: **Stacy Utas**

Be it recommended that the minutes of the Bicycle Friendly Community Committee of September 20th, 2021 be adopted as presented.

CARRIED

7.0 DELEGATIONS / PUBLIC PRESENTATIONS

There were no delegations/public presentations.

8.0 UNFINISHED BUSINESS

8.1 Recreation Department Update - Matt

Discussion:

Purchased new bollards to install on Grant Drive. Funding available to purchase more if needed. Will install summer infrastructure as soon as possible, at the latest, just before May long weekend. Looking at hiring additional summer staff.

8.2 Public Works Update – Mitch

Discussion:

Rorke Avenue will be worked on this year. In regards to the traffic study, looking forward to having this done. Grant Drive is also a big project that will be happening this year. Extension will go from Highway 65 to connect what is there behind PV Mart. That section of the STATO trail will have to be temporarily closed. Don't have the specifics on the timeline. May be some disruption early fall.

Chris – Question on the chat from Paul regarding the ToR. Beneficial to have some input from this committee as we move forward finalizing or developing the ToR for the Traffic Impact Study.

8.3 Active School Travel Update – Erika

Discussion:

Name change to our website, now identified as “Walk N Roll Temiskaming”. Launched new website walknroll.ca as resource for families and teachers. Memo will be sent to partners to help promote website. Would appreciate feedback regarding. Winter Walk Day on February 23rd. Resources offered to pilot schools. Hoping to do bike rodeos in the spring. Webinar on March 10th, Ontario School Streets Pilot project. Reach out for link to sign up.

8.4 Active Transportation Plan - Matt

Discussion:

Finalized by consultants and adopted by council. Moving forward and trying to implement some of the recommendations. Will hire a programmer for the summer months, May through August. Posting is out. ATP has other recommendations regarding bike lanes. Public works has funded a traffic study for this year, to

confirm the traffic count for our community, to make sure that any infrastructure changes won't impede on the vehicle traffic.

Linda – The letter I wrote to the city, last fall, to have a bike rack downtown Haileybury, wondering what's going on with that?

Matt – Had applied for funding but was not successful. Could be something that I can propose at the next meeting.

Chris – Whiskeyjack had asked about a bump-out. Could be a very impactful Project.

Matt – Committee can make recommendations to council for considerations. Will be more impactful if we have other stakeholders endorse to move forward. 3 way stop to a 4 way stop, will work with Mitch McCrank.

Chris – If we want to move things forward, it's definitely a collaborative approach. Raised crosswalk planned for Rorke for St. Croix in addition to some lighting to help reduce speed.

9.0 NEW BUSINESS

9.1 2022 Budget - Matt

Discussion:

Some highlights include, Active Travel programmer, additional funding for line painting (sharrows), trail maintenance, new pedestrian counter. Will make a submission to the Active Travel Transportation Grant for extra funds.

9.2 Pedestrian Counting Data – Matt

Discussion:

Includes trail data from the location in Haileybury on the Waterfront. Trail counters have been out at Pete's Dam and Devil's Rock for the winter months.

9.3 Wabi River Pedestrian Bridge – Matt

Discussion:

Connected through FedNor, had some senior planning students looking to do a project, came up with a design. Finalized in December and created a model that was presented to council. Design incorporated the surroundings very well, including seating areas on both sides of the river. Potential of FedNor funding this project.

9.4 Armstrong Street Bridge Pedestrian Project – Matt

Discussion:

Engaged with WSP to come up with a design for active travel on the current bridge, giving more space to pedestrians to cross. They have come up with a plan, utilizing the East lane on the bridge, designated with bollards or other physical barriers. From Sharpe Street to the lights. Would need a recommendation from the committee to move forward.

Erika – Just have some concerns having it on the eastern side, not helping kids that are getting to and from NLPS. I think it would make more sense to put it on the other side.

Recommendation BFCC-2022-003

Moved by: **Jesse Foley**

Seconded by: **Linda St. Cyr**

BFCC recommends that the City of Temiskaming Shores implements additional cycling infrastructure on the Armstrong Street Bridge on a temporary basis for summer of 2022.

CARRIED

9.5 Committee Terms of Reference – Matt

Discussion:

WSP suggests that we rebrand to encompass all modes of active travel. Bring forward some recommendations for changes to the ToR for the next meeting, including a change of the name for the committee.

9.6 Bike Exchange – Erika

Reviewing the plan today, program recommendations (Support for Marginalized Communities). Modify the exchange by partnering with local service providers (DTSSAB, CMHA) to refer clients who would be need a bike, on a needs basis.

10.0 SCHEDULE OF MEETINGS

- May 16, 2022 4:45pm
- September 19, 2022 4:45pm

1.0 CALL TO ORDER

The meeting was call/ed to order at 4:45 p.m.

2.0 ROLL CALL

| | |
|----------|---|
| PRESENT: | Mayor Carman Kidd; Matt Bahm - Director of Recreation; Jeff Thompson – Superintendent of Community Programming; Linda St. Cyr; Chuck Durrant; Erika Aelterman - Timiskaming Health Unit; Councillor Jesse Foley; Mitch McCrank – Manager of Transportation; Chris Oslund – City Manager |
| REGRETS: | Paul Cobb; Stacy Utas; |

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

4.0 APPROVAL OF AGENDA

Recommendation BFCC-2022-004

Moved by: **Chuck Durrant**

Seconded by: **Carman Kidd**

Be it recommended that the Bicycle Friendly Community Committee agenda for the May 24th, 2022 meeting be approved as presented.

CARRIED

5.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- There was no disclosure of pecuniary interest and general nature

6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation BFCC-2022-005

MOVED BY: **Chuck Durrant**

SECONDED BY: **Linda St. Cyr**

Be it recommended that the minutes of the Bicycle Friendly Community Committee of February 7th, 2022 be adopted as presented.

CARRIED

7.0 DELEGATIONS / PUBLIC PRESENTATIONS

There were no delegations/public presentations.

8.0 UNFINISHED BUSINESS

8.1 Recreation Department Update - Matt

Discussion:

Active Travel Planner summer student started May 2nd. Sweeping of the STATO trail is completed and it is now open. New bollards on Grant Drive. Trail is opened along Farr Drive. Any thoughts on installing bollards along that stretch? There are white bicycles symbols painted from last year. It would cost approximately \$15,000 to redo all the symbols along the trail.

Carman – Not much two-way traffic on Farr Drive, may not be necessary to install bollards.

Linda – As bikers, or even as a driver, bollards give the visual of having to stay within the lane.

Carman – Put up more signs along Farr Drive

Chris – Mitch and Matt, I think it would be beneficial to do a cost benefit analysis on the thermal plastic paint.

Chuck – Should set up our pedestrian counter on Farr Drive to see how much traffic there are. Should give us a better idea if we should install bollards this year or next year.

Matt – We have adult trikes available for use thanks to CSCT, at the PFC and the Haileybury Marina. Did submit a funding application to the National Active Transportation Fund, to pave shoulders along King Street in Haileybury and North Cobalt. Will install sharrow routes within the city, this summer. Geotechnical investigations at the proposed site for the active travel bridge near the Riverside Place. Next year, certain streets will see improvements such as Rorke, Lakeshore and crossing improvements throughout the city. Sidewalk add-ins as well.

8.2 Public Works Update – Mitch

Discussion:

RFP for the traffic study is in the works. Looking for recommendations on lane changes, crosswalks, intersections.

Grant Drive extension will be done by Pedersen by late summer. That STATO trail section will be closed during construction. Road base only for this year and paved in 2023. Turning lane coming off 65 E won't be done till 2023. STATO trail may have some unpaved sections until May 2023.

Golf Course Road and Drive-in Theatre Road, there are no plans to have a bike lane on Golf Course Road. I highly advise against it due to the transport truck traffic. The width of the road isn't ideal, and there's a ditch on either side.

8.3 Walk and Roll Timiskaming – Erika

Discussion:

Received funding to develop some pedestrian/cycling skills training video for elementary school students. Should be completed this summer. Bike rodeos are being offered to the Englehart area due to capacity.

8.4 Bike exchange - Erika

Discussion:

Saturday June 4th from 11am to 1pm. Anticipating at least 85 bikes ready for the event. This year, we will have Jumpstart hosting a barbecue, adult tricycle demos, Open Studio Libre is hosting a bike decorating station and some volunteers running the smoothie bike. We are looking for some more shade tents for the day of the event. Still looking for a location for the bike exchange that would be available year round, with heat, hydro and water.

8.5 Armstrong St Bridge Pedestrian Project – Matt

Discussion:

The proposal that we received from WSP and we will move forward with the trial for this year. Bike boxes will be painted and installed on Elm as well as the bottom of the bridge, purchasing parking curbs to delineate the laneways from the driving lanes to the pedestrian and cycling usage of the bridge area. Will have to coordinate with media and public education sessions.

8.6 Committee Terms of Reference – Matt

Discussion:

Recommendation from the Active Travel Plan that this committee expands its role to be more of an advocate for active travel in general. Presented a draft of updated ToR for the committee to consider. No major changes to the structure of the committee but more on the focus and goals. New name proposed is the Active Travel Committee. Email suggestions and can be discussed at the next meeting.

Erica – Asking about the max number of committee members. Think it would be beneficial to have someone from an accessibility standpoint and the road safety coalition.

9.0 NEW BUSINESS

9.1 Active Travel Programming – Jeff/Marja

Discussion:

For Bike Month, online event “Bike from BC to the PFC” where participants can send in their kms and will be posted on the City’s FB page on Mondays, bike bingo where they send in a photo of a certain activity to win a prize, made a bike month calendar with daily activities, colouring pages for the kids, June 13th to 17th working on a bike to school event, and in the planning phases for a school bike rodeo. Also has some bike safety videos that will be posted on the City’s FB page.

10.0 SCHEDULE OF MEETINGS

- September 19, 2022 4:45pm

10.0 ADJOURNMENT

Be it recommended that the Bicycle Friendly Community Committee meeting be adjourned at 6:08 p.m.

CARRIED

Matt Bahm
Committee Chair

Jeff Thompson
Recorder

1.0 CALL TO ORDER

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

2.0 ROLL CALL

| | |
|----------|---|
| PRESENT: | Councillor Mike McArthur (Chair) Mayor George Othmer, Town of Cobalt Councillor Pat Anderson, Town of Cobalt Mayor Carman Kidd Christopher Oslund, City Manager Mitch McCrank, Manager of Transportation Rebecca Kirkey, Deputy Clerk (Committee Secretary) |
| REGRETS: | |

3.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

4.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

5.0 APPROVAL OF AGENDA

Recommendation TC-2022-010

Moved by: Mayor George Othmer

Be it resolved that:

The Temiskaming Transit Committee agenda for the May 30, 2022 meeting be approved as printed.

Carried

6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation TC-2022-011

Moved by: Mayor Carman Kidd

Be it resolved that:

The Temiskaming Transit Committee minutes for the March 28, 2022 meeting be adopted as printed.

Carried

7.0 CORRESPONDENCE/INTERNAL

8.0 UNFINISHED BUSINESS

a) Transit Shelter – New Liskeard Library

This shelter will be located across the street from the New Liskeard Library. It is not in the budget for this year but should be added to the 2023 budget for consideration. Staff shared data on the number of passengers who boarded at this location. There were a total of 1600 passengers picked up from here in 2021, which is low compared to Walmart's pickups of 8700 in the same year.

Recommendation TC-2022-012
Moved by: Mayor Carman Kidd

Be it resolved that:

The Transit Committee hereby requests that a transit shelter for the southbound stop across from the New Liskeard Library be considered as part of the 2023 budget.

Carried

9.0 NEW BUSINESS

a) Financial/Passenger Count Update

Passenger counts are still well below previous years but starting to rise as COVID restrictions are lifted. Financially there has been a 40% drop and the deficit will need to be covered by the City.

Recommendation TC-2022-013
Moved by: Mayor George Othmer

Be it resolved that:

The Transit Committee acknowledges the receipt of the year-to-date financial update as presented.

Carried

b) Mechanical Issues

Currently there are 2 non-operational busses, waiting for parts. Parts are more difficult to get on older busses.

c) Harassment Issues

There have been a couple problematic passengers harassing the drivers on the busses. One passenger graffitied the sidewalk with a derogatory remark towards one bus driver. Staff will look up the name and address of this passenger so that they can enforce a ban.

d) CNIB (Canadian National Institute for the Blind) Fare Request

Staff received a request from a transit rider who utilizes a companion and would like to have the fare waived for both. Currently, the City's by-law states that anyone registered with CNIB, their companion rides the transit for free and the passenger pays their own fare. The Committee agreed to maintain this and not amend the current by-law.

e) Monthly Passes - Pinky's Variety Cobalt

The owner of Pinky's variety has had multiple requests to sell monthly passes. He suggested he sell them on a trial basis to start. Staff would discuss the commission rate and set up a tracking sheet for purchasing.

f) On Demand Feasibility

This is a new program that is just getting started in some cities. On Demand Feasibility eliminates the fixed bus route and acts more like an Uber. Depending on who is riding the bus at that day and time, the program will logically coordinate pickup and drop off locations. Passengers download an app and schedule their time. Staff is unsure about the cost to run this program. The Committee thinks it could be a great idea for the future, but not this year when ridership is at a low point.

g) Timiskaming Plaza – Transit stop relocation

Staff made the Committee aware that following discussions with owners of Timiskaming Plaza, the current stop will be relocated to the entrance closest to Food Basics.

h) Transit Map

There has been a request for a revised transit map. Staff recreated the current transit map to make it easier to read and a more organized layout. Staff also suggested doing one pamphlet just of the map so that it would be larger and will experiment with some different types to see what works best.

10.0 CLOSED SESSION

Recommendation TC-2022-014

Moved by: Councillor Pat Anderson

Be it resolved that:

The Temiskaming Transit Committee convene into Closed Session at 9:50 a.m. to discuss the following matters:

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

CARRIED

Recommendation TC-2022-015

Moved by: Mayor George Othmer

Be it resolved that:

The Temiskaming Transit Committee rise without report at 10:16 a.m.

CARRIED

11.0 NEXT MEETING

The next meeting of the Transit Committee is scheduled for July 4 at 9 a.m.

12.0 ADJOURNMENT

Recommendation TC-2022-016

Moved by: Mayor Carman Kidd

Be it resolved that:

The Transit Committee meeting is adjourned at 10:19 a.m.

CARRIED

1.0 CALL TO ORDER

The meeting was called to order at 10:59 a.m.

2.0 ROLL CALL

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

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

4.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5.0 ADOPTION OF AGENDA

Recommendation BM-2022-014

Moved by: Mayor Carman Kidd

Be it resolved that:

The Building Maintenance Committee Meeting Agenda for the May 19, 2022 meeting be adopted as printed.

Carried

6.0 APPROVAL OF PREVIOUS MINUTES

Recommendation BM-2022-015

Moved by: Councillor Doug Jelly

Be it resolved that:

The Building Maintenance Committee Meeting previous meeting minutes of April 20, 2022 be adopted as presented.

Carried

7.0 UNFINISHED BUSINESS

a) New Haileybury Fire Station

Construction has started on the new station and is progressing well.

b) Don Shepherdson Memorial Arena – Accessibility Project

GNS Enterprises has been awarded the project and work will begin in the next couple weeks.

c) PFC Roof Replacement

Designed Roofing will be doing the roof replacement at the Pool Fitness Center. Planter boxes will be removed next week before the project starts. There will still be access to the back of the facility and safety measures in place while work is being completed. Staff contacted Keepers of the Circle to ask them if Every Child Matters Memorial will be temporarily removed.

8.0 NEW BUSINESS

a) Building Maintenance Department Update

Abigail Shillinglaw has started her placement with the Building Maintenance Department. She is working towards her Master's Degree in Environmental Science at Western University and will be assisting with targets and goals outlined by the Climate Change Committee.

Docks are in place at the marinas and Buck Park is ready for the season. The building at Buck Park is operational. All washroom facilities are open and marinas are also open. Staff have collected data on air quality in the various facilities and assessing the air quality conditions.

9.0 NEXT MEETING

The next meeting of the Building Maintenance Committee will be held on July 14, 2022 at 11:00 a.m.

10.0 ADJOURNMENT

Recommendation BM-2022-016

Moved by: Mayor Kidd

Be it resolved that:

The Building Maintenance Committee, be hereby adjourned at 11:20 a.m.

Carried

1. CALL TO ORDER

Meeting called to order at 12:00 P.M.

2. ROLL CALL

| | |
|----------|--|
| PRESENT: | Councillor Jeff Laferriere (Chair) Mayor Carman Kidd Christopher Oslund, City Manager Mitch McCrank, Manager of Transportation Services Stephanie Leveille, Municipal Treasurer Councillor Danny Whalen Kelly Conlin, Deputy Clerk (Committee Secretary) |
| REGRETS: | |

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

Recommendation CS-2022-034

Moved by: Mayor Kidd

Be it resolved that:

The Corporate Services Committee agenda for the May 19, 2022 meeting be approved as printed.

CARRIED

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation CS-2022-035

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee minutes of the April 14, 2022 (special) & April 20, 2022 (regular) meeting be approved as presented.

CARRIED

7. CORRESPONDENCE/PRESENTATIONS

8. UNFINISHED BUSINESS

a) Enterprise Fleet Management

Staff shared information on Enterprise Fleet Program such as maintenance costs, damages, kilometers, and number of vehicles leased in other municipalities. Enterprise proposed the City of Temiskaming Shores lease 9 vehicles for 2023. Sudbury saw some savings with Enterprise but were concerned with vehicle maintenance and it is difficult to end the contract. The benefits would be the reduction in maintenance costs, less administration, and the option to replace vehicles with hybrid or electric.

Recommendation CS-2022-036

Moved by: Mayor Kidd

Be it resolved that:

The Corporate Services Committee hereby supports the recommendation to move a portion of the vehicles into an agreement with Enterprise.

CARRIED

9. NEW BUSINES

a) Billboard Sign Landscaping Request – Biker’s Reunion

Phippen’s have verbally requested that the City assist with landscaping around the signs. The Committee discussed this would be possible, but they would like a request in writing and an estimate for the cost. An update will be shared at the next meeting.

b) Canoe Procurement Group

Canoe Procurement Group is a purchasing group aimed at supporting public and non-profit organizations by providing members with preferred pricing to build and maintain the community. They currently have 5000 members. There is no cost to become a member, but another option to consider for our procurement needs.

Recommendation CS-2022-037

Moved by: Mayor Kidd

Be it resolved that:

The Corporate Services Committee hereby recommends council consider supporting the Canoe membership.

CARRIED

10. CLOSED SESSION

None

11. NEXT MEETING

The next Corporate Services Committee Meeting will be June 16, 2022 at 12:00 p.m.

12. ADJOURNMENT

Recommendation CS-2022-036

Moved by: Mayor Kidd

Be it resolved that:

The Corporate Services Committee meeting is adjourned at 12:30 p.m.

CARRIED

1. CALL TO ORDER

Meeting called to order at 1:01 p.m.

2. ROLL CALL

| | |
|----------|---|
| PRESENT: | Mayor Carman Kidd (Chair) Councillor Doug Jelly Councillor Mike McArthur Christopher Oslund, City Manager Shelly Zubyck, Director of Corporate Services Steve Langford, Fire Chief Jennifer Pye, Planner Gabriel Tasse, By-Law Officer Kelly Conlin, Deputy Clerk (Committee Secretary) |
| REGRETS: | |

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

Addition of animal control, item 9 c)

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

Recommendation PPP-2022-013

Moved by: Councillor Doug Jelly

Be it resolved that:

The Protection to Persons and Property Committee agenda for the May 19, 2022 meeting be approved as amended.

CARRIED

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation PPP-2022-014

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee minutes of the March 23, 2022(regular) and March 31, 2022 (Special) meeting be adopted as presented.

CARRIED

7. NEW BUSINESS

a) Fire Activity Report

There have been 9 calls, one of them at Mowat's Landing Road. The fire department mentioned they were unsure if they should have responded to that area but went anyway. There have been 45 emergency responses and 10 million dollars saved, mostly from the Chartrand's fire. Many inspections done and burning permits have been issued.

b) Encroachment Agreement-29 Whitewood

The owners of 29 Whitewood Ave., are seeking an encroachment agreement with for the purpose of installing a fire escape stairwell for use by the apartments on the upper floors. This encroachment will not impede the sidewalk.

c) Animal Control

Councillors McArthur will be joining the interview committee for hiring an animal control officer.

8. NEXT MEETING

The next Protection to Persons and Property Committee meeting is scheduled for June 16, 2022 at 1:00 p.m.

9. ADJOURNMENT

Recommendation PPP-2022-015

Moved by: Councillor Doug Jelly

Be it resolved that:

The Protection to Persons and Property Committee meeting is adjourned at 1:15 p.m.

CARRIED

1. CALL TO ORDER

The meeting was called to order at 9:04 a.m.

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

2. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

3. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

4. APPROVAL OF AGENDA

Recommendation PW-2022-030

Moved by: Mayor Kidd

Be it resolved that:

The Public Works Committee agenda for the May 19, 2022 meeting be approved as printed.

CARRIED

5. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation PW-2022-031

Moved by: Mayor Kidd

Be it resolved that:

The Public Works Committee minutes for the April 20, 2022 meeting be adopted as presented.

CARRIED

6. PRESENTATIONS/CORRESPONDENCE (INTERNAL/EXTERNAL)

None

7. UNFINISHED BUSINESS

a) New Liskeard Landfill Expansion

A construction tender will be released no later than mid June with hopes for starting construction by October.

b) Potential Sale of Land – Bay Street

The geotechnical tender has been awarded work will commence in June with final report/findings available by July. If Council considers divesting of the Bay Street property, an alternative location will have to be found for the snow dump. There is a potential location near the Industrial Park, however, there will be a higher cost to move snow to that location.

c) Enterprise Fleet Management- Follow up

Staff reached out to other municipalities using Enterprise Fleet Management to consider if leasing city vehicles is more practical. Other municipalities said the only challenge is finding a local shop to work with in fixing and maintain these vehicles. Staff are working on a presentation for the next meeting.

8. NEW BUSINESS

a) Public Works Update

Street sweeping will be complete in 2 weeks. Lawn maintenance has begun and line painting was awarded to Miller Maintenance with a start date of June. The tender for granular m has been extended and the tender for asphalt markings has closed. There were two bidders, with the project being awarded to Miller Maintenance They are offering thermal plastic markings, which last longer than the conventional painted markings.

The BIA has requested a Pride Crosswalk to be created somewhere near Niven Street in New Liskeard. Other communities are participating in painting pride crosswalks and every child matters crosswalks within their municipalities. Most communities use thermal plastic.

Recommendation PW-2022-032

Moved By: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee supports the installation of a Pride Crosswalk on Spruce & Niven Street.

The Heavy Equipment Operator position was filled internally. There will be equipment operator interviews done on Tuesday. There has been on resignation within the Public Works Department, which will need to be posted internally. There have been multiple water breaks and staff are having trouble keeping up with the workload. The flushing program will begin after May long weekend

b) Radley Hill Rail Crossing

There was a tender submission from Miller Paving for the Radley Hill Railway Crossing. They quoted 1.6 million, which was over the budget of \$659,000. Staff discussed focussing the work on the 75 metres before the tracks and requested a revised quote to try and stay within budget.

c) Rorke Avenue Pedestrian Crosswalk

Staff met with Pedersen to discuss the idea of a raised crosswork. This would change the drainage near Ste. Croix School and a catch basin would need to be built on either side of the crosswalk. This would increase costs significantly. Staff suggested additional signage be installed and rubber speed bumps or rumble strips to slow traffic in the area.

d) Roads Program Update

Staff met with Miller Paving in regard to paving Rorke & King Street. Miller indicated the grade is very flat and the road is bad because of poor drainage. They offered to pulverize the road down ten inches and keep the pulverized material to grade on top of. This would lower costs and be a better method of paving this road. Staff also met with Pedersen Construction for the curb replacement near North cobalt Flea Market. The work will begin on May 30 at Golf Course Road.

e) Grant Drive Extension

Pedersen Construction was the only submission with a quotation of \$900,000 not including asphalt. The budget was split 50% with MTO for a left turning lane. The budget will be reviewed in the fall as staff will have a better idea of numbers at that time.

9. CLOSED SESSION

None

10. NEXT MEETING

The next meeting for the Public Works Committee will be held on June 16, 2022 starting at 9:00 AM.

11. ADJOURNMENT

Recommendation PW-2022-033

Moved by: Mayor Kidd

Be it resolved that:

The Public Works Committee meeting is adjourned at 10:39 a.m.

CARRIED

1. CALL TO ORDER

Meeting called to order 6:30 P.M.

2. ROLL CALL

| | |
|----------|---|
| PRESENT: | Councillor Mike McArthur (Chair) Mayor Carman Kidd Chris Oslund, City Manager Matt Bahm, Director of Recreation Paul Allair, Manager of Parks & Facilities Jeff Thompson, Manager of Programming Richard Beauchamp, Public Appointee Chuck Durrant, Public Appointee Simone Holzamer, Public Appointee Robert Ritchie, Public Appointee Kelly Conlin, Deputy Clerk Rebecca Kirkey, Deputy Clerk (Committee Secretary) Danny Lavigne, Public Appointee Hugo Rivet (Presentation only) |
| REGRETS: | Councillor Jesse Foley |

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

Recommendation RS-2022-018

Moved by: Danny Lavigne

Be it resolved that:

The Recreation Committee agenda for the May 16, 2022 meeting be approved as printed.

CARRIED

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation RS-2022-019

Moved by: Mayor Carman Kidd

Be it resolved that:

The Recreation Committee minutes of the April 11, 2022 meeting be approved as presented.

CARRIED

7. CORRESPONDENCE/PRESENTATIONS

a) Niska Park – Request Letter (2022-04-12)

Jocelyn Blais and Felicity Buckell from the Niska Park volunteer group presented their idea of developing a community garden along Farr Drive, in memory of Nicole Guertin. This green space would be transformed with Nicole's values of community development in mind. The group is working with a professional landscape architect to proceed with an innovative design that is environmentally friendly. The startup cost of Niska Park is estimated to be close to \$50,000. The group discussed securing funding through grants and fundraising.

Recommendation RS-2022-020

Moved by: Robert Ritchie

Be it resolved that:

The Recreation Services Committee hereby supports the request to develop and design Niska Park at the Farr Drive location.

8. UNFINISHED BUSINESS

a) Swimming Lessons and Splash N Go at Haileybury Beach – letter from Hugo Rivet (referred from Correspondence at the previous meeting)

Hugo Rivet presented the committee options of promoting Haileybury Beach by offering swimming lessons and upgrading the beach's recreational water structures. The committee agreed that the inflatable water park would be a great attraction for the beach, but it would pose some challenges. The committee also agreed that they would be able to offer swimming lessons at the beach if there was more interest and if there was enough certified staff to run the programs.

b) Haileybury Beach Infrastructure (Memo Attached)

Staff provided an update on the Haileybury beach infrastructure including the beach mushroom, water treatment system, and slide. Under health unit guidelines, the mushroom is classified as a wading pool and staff must follow strict requirements in operating it. The mushroom must have filtered water, which is disinfected and chlorinated. A lifeguard must be on duty to supervise when it is in use and it must be inaccessible to the public after hours. Staff are considering modifying the mushroom so that it is classified as a non-recirculating spray park and would allow for more flexibility in operating it. The beach slide does not fall under the same category as the mushroom, but requires a lifeguard at the top and bottom of the slide to ensure safety. The slide will be operational this summer.

9. NEW BUSINESS

a) Programming Update (Verbal)

Lifeguards, Head Guards, and an Active Travel Programmer have been hired for the season. Swimming lessons will finish in June and public swims have been at full capacity during the week. The Swim Instructor's course has 8 participants registered and The Lifesaving Instructors course has 9 participants registered. There are 290 kids enrolled in minor baseball, which will begin May 24. Equipment will need to be purchased for the additional players. The Recycle your Bicycle event will be held on June 4th at 340 Armstrong Street, weather permitting, and June 11th at the Harbourfront Pavilion if rained out. Mixed pickleball, line dancing, cards, weekly bowling, and monthly coffee groups have been well attended. Elder Abuse Awareness Day will be held on June 15.

b) Parks and Facilities Update (Verbal)

The STATO trail was successfully opened and now in use. The circus came to the New Liskeard arena and had two sold out shows on May 7th and 8th. The decking at the Harbourfront Pavilion is getting upgraded with new stain. This decking will need replaced in the next few years. The summer students have begun work and have been a great help with various projects. Soccer begins this month in Haileybury.

c) Directors Update (Verbal)

Many projects are underway and will be completed this summer. The tennis court contractors have allotted two weeks to transform the tennis courts into a multi-purpose facility. The dog park fencing in North Cobalt will be set up this month. Requests for benches along the New Liskeard Waterfront have been received. North on Tap Beer Festival takes place in July at the Harbourfront Pavilion. The City gives a

large in-kind donation to North on Tap Beer Festival and staff inquired if a price should be allocated for these donations The contract for the roof replacement at the Pool Fitness Centre was signed and work will begin in the next month. All the bids were over budget, but the roof will last many years with its elaborate design. Additional garbage cans and picnic tables have been purchased and placed around the city.

d) Bucke Park Chalet

The Building Maintenance Committee reviewed the building plan for the Bucke Park Chalet with Mike Pilon. A smaller renovation than anticipated will be done, while still adhering to building code. This will save a significant amount of funds than originally budgeted.

10. NEXT MEETING

The next Recreation Committee Meetings will be scheduled as follows:

- June 13, 2022 – City Hall, Haileybury Boardroom

11. ADJOURNMENT

Recommendation RS-2022-021

Moved by: Danny Lavigne

Be it resolved that:

The Recreation Committee meeting is adjourned at 8:13 p.m.

CARRIED



CAPITAL FINANCIAL REPORT

For the Month of May 2022

GENERAL CAPITAL
Revenues & Expenditures
as at May 31, 2022

| | Project | 2022 | | | % Completion | G | Y | R |
|----------------------------|---|-----------------------|----------------------|------------------------|--------------|---|---|---|
| | | Actual | Budget | Variance | | | | |
| REVENUES | | | | | | | | |
| | Transfer from Operations | | 1,022,097 | (1,022,097) | | | | |
| | Transfer from Reserves | 37,321 | 6,711,308 | (6,673,987) | | | | |
| | Borrowing | | 3,118,334 | (3,118,334) | | | | |
| | Provincial Funding | 225,174 | 869,390 | (644,216) | | | | |
| | Federal Gas Tax | | 629,229 | (629,229) | | | | |
| | Efficiency Funding | | 143,747 | (143,747) | | | | |
| | Ontario Community Infrastructure Fund (OCIF) | 138,894 | 810,881 | (671,987) | | | | |
| | Enabling Accessibility Funding | | 100,000 | (100,000) | | | | |
| | Provincial Gas Tax | | 110,550 | (110,550) | | | | |
| | Investing in Canada Infrastructure Program (ICIP) | | 224,450 | (224,450) | | | | |
| | Transport Canada | | 527,848 | (527,848) | | | | |
| | Ontario Trillium Fund | | 500,000 | (500,000) | | | | |
| | Public / Private Partnerships | 29,524 | 108,486 | (78,962) | | | | |
| TOTAL REVENUES | | \$ 430,912 | \$ 14,876,320 | \$ (14,445,408) | | | | |
| EXPENSES | | | | | | | | |
| | | | | | | | | |
| Corporate Services: | Cemetery Zero Turn Mower | 7,027 | 20,000 | (12,973) | 100% | x | | |
| | Grant Drain | | 150,000 | (150,000) | 0% | | | |
| | Peters Road Drain | | 150,000 | (150,000) | 0% | | | |
| Fire: | Fire Alarm Station 2 | | 8,000 | (8,000) | 10% | x | | |
| | Irwin Hill Station 3 | | 23,000 | (23,000) | 25% | x | | |
| Public Works: | 2022 Roads Program | | 3,000,000 | (3,000,000) | 20% | x | | |
| | Grant Drive Ext. Construction | 8,631 | 1,600,000 | (1,591,369) | 35% | x | | |
| | West Road Culvert Relining | | 100,000 | (100,000) | 0% | | | |
| | Radley Hill - Road Upgrades | | 659,810 | (659,810) | 20% | x | | |
| | Pedestrian Cross Walk | | 100,000 | (100,000) | 20% | x | | |
| Solid Waste: | Landfill Expansion | 11,417 | 3,000,000 | (2,988,583) | 35% | x | | |
| Property Mtnce: | Haileybury Fire Station (carryover) | 332,361 | 2,200,000 | (1,867,639) | 45% | x | | |
| | NL Arena Accessibility Project | 23,451 | 1,000,000 | (976,550) | 30% | x | | |
| | PFC Upgrades (floor & water softener) | | 70,000 | (70,000) | 50% | x | | |
| | Spurline Accessibility Upgrades | | 30,000 | (30,000) | 15% | | | x |
| | Dymond Salt Shed Roof Repair | | 20,000 | (20,000) | 25% | x | | |
| | PFC Roof Replacement | 605 | 800,000 | (799,395) | 30% | x | | |
| Fleet: | Small Fleet Replacement (carryover) | 101,863 | 101,710 | 153 | 100% | x | | |
| | Tri Axle Dump Truck (carryover) | 205,233 | 215,700 | (10,467) | 100% | x | | |
| | Fire Rescue (carryover) | 429,689 | 430,100 | (411) | 100% | x | | |
| | Dump Truck (box replacement) | 22,743 | 25,000 | (2,257) | 100% | x | | |
| | Backhoe | 191,134 | 200,000 | (8,866) | 100% | x | | |
| Transit: | Transit Bus | 347,535 | 335,000 | 12,535 | 100% | x | | |
| Recreation: | Air Runner Treadmill | 5,806 | 7,000 | (1,194) | 100% | x | | |
| | Haileybury Arena Chiller | 25,515 | 100,000 | (74,485) | 50% | x | | |
| | Splash Pad (carryover) | 18,047 | 200,000 | (181,953) | 75% | x | | |
| | Olympia Replacement (Electric) | | 170,000 | (170,000) | 70% | x | | |
| | PFC Floor Machine | 6,112 | 6,000 | 112 | 100% | x | | |
| | Lawnmower Replacement | 16,734 | 20,000 | (3,266) | 100% | x | | |
| | Spurline Parking Lot Paving | | 115,000 | (115,000) | 0% | | | x |
| | Utility Terrain Vehicle | | 20,000 | (20,000) | 0% | | | x |
| | Wabi Pedestrian Bridget Project | 2,584 | - | 2,584 | | | | |
| | Farr Park - Old Hlby Food Bank Demolition | 7,021 | - | 7,021 | | | | |
| TOTAL EXPENSES | | \$ 1,763,508 | \$ 14,876,320 | \$ (13,112,812) | | | | |
| SURPLUS / (DEFICIT) | | \$ (1,332,596) | \$ - | \$ (1,332,596) | | | | |

ENVIRONMENTAL CAPITAL
Revenues & Expenditures
as at May 31, 2022

| | 2022 | | |
|--------------------------|-------------|---------------------|-----------------------|
| | Actual | Budget | Variance |
| REVENUES | | | |
| Transfer from Operations | - | 815,000 | (815,000) |
| Borrowing | - | 600,000 | (600,000) |
| TOTAL REVENUES | \$ - | \$ 1,415,000 | \$ (1,415,000) |

| | 2022 | | | % Completion | G Y R | | |
|---|------------------|---------------------|-----------------------|--------------|-------|---|---|
| | Actual | Budget | Variance | | G | Y | R |
| EXPENSES | | | | | | | |
| ICI Water Meter Program | - | 600,000 | (600,000) | 50% | x | | |
| Hlby WTP Filter Replacement | - | 300,000 | (300,000) | 0% | | | |
| Hlby WWP Rehabilitation | - | 185,000 | (185,000) | 25% | x | | |
| Robert/Elm Pumping Station - By-pass Install: | - | 250,000 | (250,000) | 50% | x | | |
| Farr Drive Pump Repairs* | 70,311 | 80,000 | (9,689) | 75% | x | | |
| TOTAL EXPENSES | \$ 70,311 | \$ 1,415,000 | \$ (1,344,689) | | | | |

Memo

To: Mayor and Council
From: Logan Belanger, Municipal Clerk
Date: June 21, 2022
Subject: Amendment to By-law No. 2019-181 Multi-Year Accessibility Plan
Attachments: Appendix 01: Draft By-law Amendment (**Please refer to By-law No. 2022-108**)

Mayor and Council:

The Ontario Government enacted the Accessibility for Ontarians with Disabilities Act (AODA) in 2005, to make the Province of Ontario accessible by 2025. A series of standards have been developed under the Integrated Accessibility Standards Regulation (IASR) to meet this goal, including standards for Customer Service, Information and Communications, Employment, Transportation and the Design of Public Spaces.

At the December 3, 2019 regular meeting, Council approved By-law No. 2019-181 to adopt a Multi-Year Accessibility Plan (the “Plan”) for 2019-2023.

The Plan was reviewed in January 2022, and was found to require several updates prior to its complete review and renewal in 2023:

- Section 1.3 Key Contacts in the Plan were updated to reflect new staff appointments; and
- Section 80.44, Maintenance of Accessible Elements, under Ontario Regulation 191/11 for the Integrated Accessibility Standards, made under the Accessibility for Ontarians with Disabilities Act, 2005 (AODA), outlines that in addition to the Plan requirements set out in Section 4 of the above-mentioned Regulation, obligated organizations, other than small organizations, shall ensure that their Multi-Year Accessibility Plans include the following:
 1. Procedures for preventative and emergency maintenance of the accessible elements in public spaces as required under this Part.
 2. Procedures for dealing with temporary disruptions when accessible elements required under this Part are not in working order.



As such, a procedure was developed and appended as “Appendix A” to the City’s Multi-Year Accessibility Plan for 2019-2023, titled “Accessible Maintenance of Public Spaces Procedure”. This addition ensures compliance with the Regulation 191/11, but most importantly, ensures that maintenance procedures are established to retain an accessible environment that is safe and useable by everyone.

The amendment was also reviewed and endorsed by the Temiskaming Shores Accessibility Advisory Committee, during its meeting on June 15, 2022.

Prepared by:

Reviewed by:

Reviewed and submitted for Council’s consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

Logan Belanger
Municipal Clerk

Shelly Zubycyk
Director of Corporate
Services

Christopher W. Oslund
City Manager

Memo

To: Mayor and Council
From: Jennifer Pye, Planner
Date: June 21, 2022
Subject: Paddon Crescent One Foot (1') Reserve
Attachments: Appendix 01: Reference Plan 54R-5985
Appendix 02: Plan of Subdivision 54M-351
Appendix 03: Draft By-law (**Please refer to By-law No. 2022-109**)

Mayor and Council:

The Paddon Crescent subdivision extension was approved in 1995 and has since been entirely constructed, including all of the lots that were approved through the subdivision plan as well as the servicing, roadways, and other utilities. Earlier this year, FPT Holdings Ltd. was granted approval of an application for consent to sever to create three additional lots on the north side of Paddon Crescent in this location. As the applicant's solicitors were preparing the documentation to finalize the severance it was noted that there is a 0.305m (1') reserve remaining along the street in front of these lots, and extending along the northern terminus of Bateson Street. The reserve is registered in the name of FPT Holdings Ltd.

The 1' reserve was historically used as a way to control access to a roadway until such time as lots were ready to be developed. Without clear access, a building permit could not be issued thus allowing the municipality to confirm the servicing was installed, the lot grading was completed, etc. Typically the 1' reserve would be on the properties themselves and would be in the name of the municipality so that the property owner would be required to work with the municipality in order to secure the reserve property in their name to allow for development.

FPT Holdings Ltd. is in the process of finalizing the severance and transferring the lots and their solicitor has requested that the 1' strip be transferred to the City. Staff have reviewed the reference plan and the information provided by the solicitor and it is noted that the 1' reserve appears to have been taken from the Paddon Crescent road allowance, and the City acquiring this strip would complete the 66' right of way. Conversely, if FPT Holdings Ltd. were to retain the strip there would be no legal access to the adjacent properties, or the strip would need to be severed and added to the adjacent properties which would involve another consent to sever process and an additional survey and deposit of reference plan to create the conveyable parcels.

There are two PINs associated with this matter:

- PIN 61343-0027, which extends along the severed properties on Plan 54R-5985; and
- PIN 61343-0030, which extends along the northern terminus of Bateson Street.

It is recommended that both of these PINs be acquired by the City and that the applicant be responsible for all fees associated with the transfer. The solicitor has also recommended that the PINs be consolidated with PIN 61343-0026, which is the PIN for Paddon Crescent, upon completion of the transfer.

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

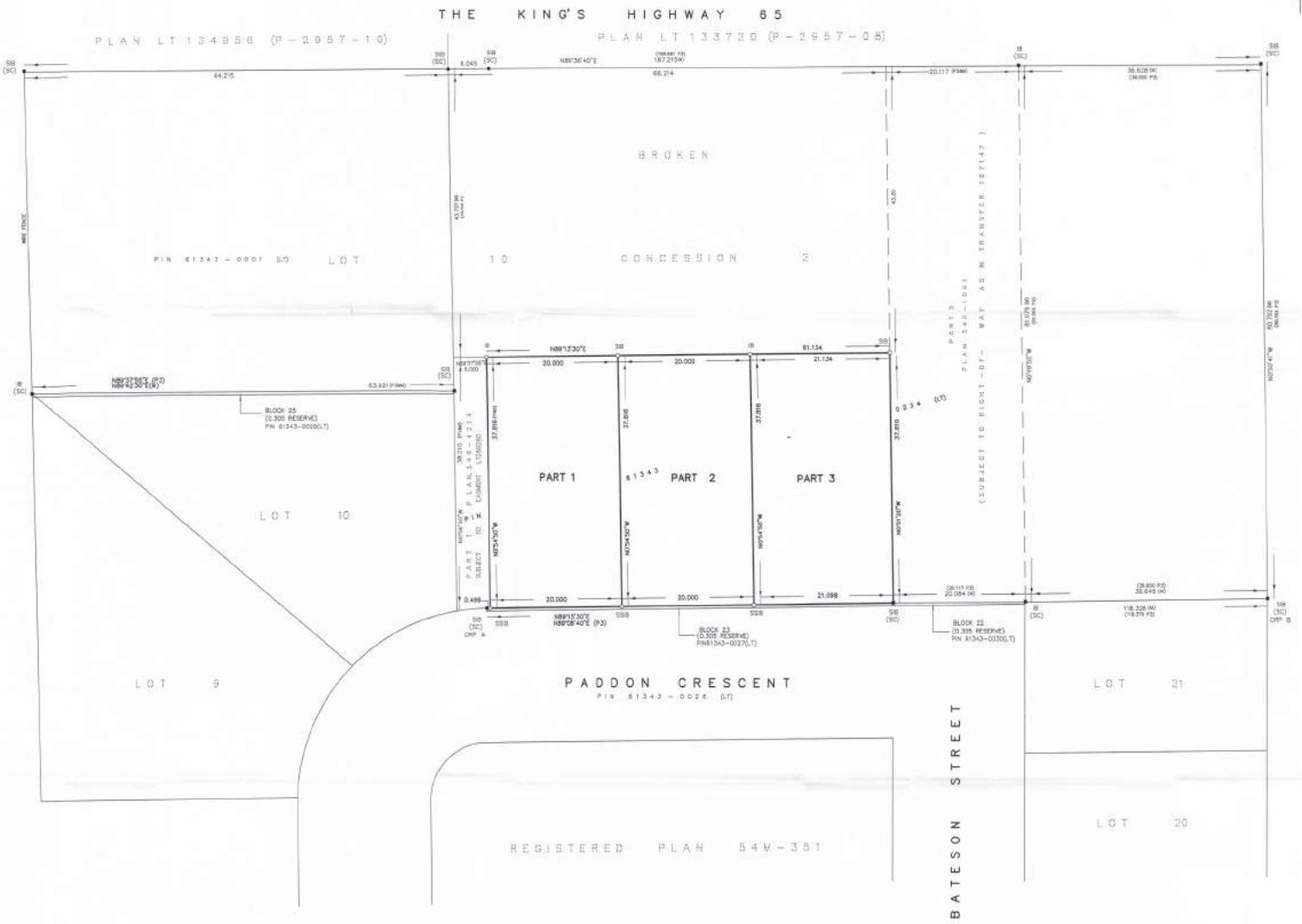
OBSERVED REFERENCE POINTS (ORP's), UTM ZONE 17, NAD83(ORIGINAL)
 COORDINATES SHOWN HEREON HAVE A RELATIVE ACCURACY TO MEET THE REQUIREMENTS OF AN URBAN AREA AT A 95% CONFIDENCE LEVEL AS PER SEC. 14(2) OF O.REG. 216/10 UNDER THE SURVEYS ACT.

| POINT ID | NORTHING | EASTING |
|----------|--------------|------------|
| ORPA | 5 284 036.09 | 600 668.92 |
| ORPB | 5 284 035.69 | 600 785.20 |

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

| SPECIFIED CONTROL POINTS (SCP's) | | |
|----------------------------------|---------------|-------------|
| MONUMENT | NORTHING | EASTING |
| 01019801501 | 5 267 341.129 | 599 712.844 |
| 00819740135 | 5 261 369.858 | 598 036.733 |

UTM ZONE 17, NAD83(ORIGINAL)



I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.
PLAN 54R-5985
 RECEIVED AND DEPOSITED
 DATE: JUNE 25 2017
 DATE: 2017/07/04
 SURVEYOR'S SIGNATURE: *Thom W. S.*
 SURVEYOR'S NAME: **W. S. BOYES**
 SURVEYOR'S ADDRESS: 17 WELLINGTON STREET NEW LISHEARD, ONTARIO L9Y 4R7
 DIVISION OF TEMISKAMING

| SCHEDULE | | | | |
|----------|----------------|------------|---------------------|------------------------|
| PART | LOT | CONCESSION | Pin | AREA (M ²) |
| 1 | | | | 756.32 |
| 2 | PART OF LOT 10 | 2 | PIN 61343-0234 (LT) | 126.32 |
| 3 | | | | 788.69 |

PIN SUMMARY - PARTS 1, 2, AND 3 COMPRISE PART OF PIN 61343-0234 (LT)

PLAN OF SURVEY OF
PART OF BROKEN LOT 10, CONCESSION 2
 GEOGRAPHIC TOWNSHIP OF DYMOND
CITY OF TEMISKAMING SHORES
 DISTRICT OF TEMISKAMING
 SCALE 1 : 300 METRES
 1 2 3 4 5 10 20 30
 SURVEYORS ON SITE INC. (S)

- LEGEND**
- MONUMENT PLANTED
 - MONUMENT FOUND
 - SB STANDARD IRON BAR
 - S IRON SAIL
 - P1 PLAN 54R-4214
 - P2 PLAN 54R-1081
 - P3 PLAN 54R-331
 - SCM HORIZONTAL CONTROL MONUMENT
 - ORP OBSERVED REFERENCE POINT
 - SCP SPECIFIED CONTROL POINT

NOTES

DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

BEARINGS ARE UTM GRID DERIVED FROM SPECIFIED CONTROL POINTS (SCP's) USING COSINE HORIZONTAL DISTANCES BY MULTIPLYING BY THE AXES' COMBINED SCALE FACTOR OF 0.9998258.

FOR BEARING COMPARISONS, THE FOLLOWING ROTATIONS WERE APPLIED:
 P1, P2 - 0°17'20"

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON THE 1ST DAY OF JUNE, 2017.

JUNE 20, 2017
 NEW LISHEARD, ONTARIO
Thom W. S.
 SURVEYOR'S NAME: **THOMAS W. BOYES**
 SURVEYOR'S ADDRESS: 17 WELLINGTON STREET NEW LISHEARD, ONTARIO L9Y 4R7



PLAN OF SUBDIVISION OF
PART OF BROKEN
LOT 10 - CONCESSION 2

MUNICIPALITY OF THE TOWNSHIP OF DYMOND
TOWN OF NEW LISKEARD
DISTRICT OF TIMISKAMING

SCALE - 1 : 500

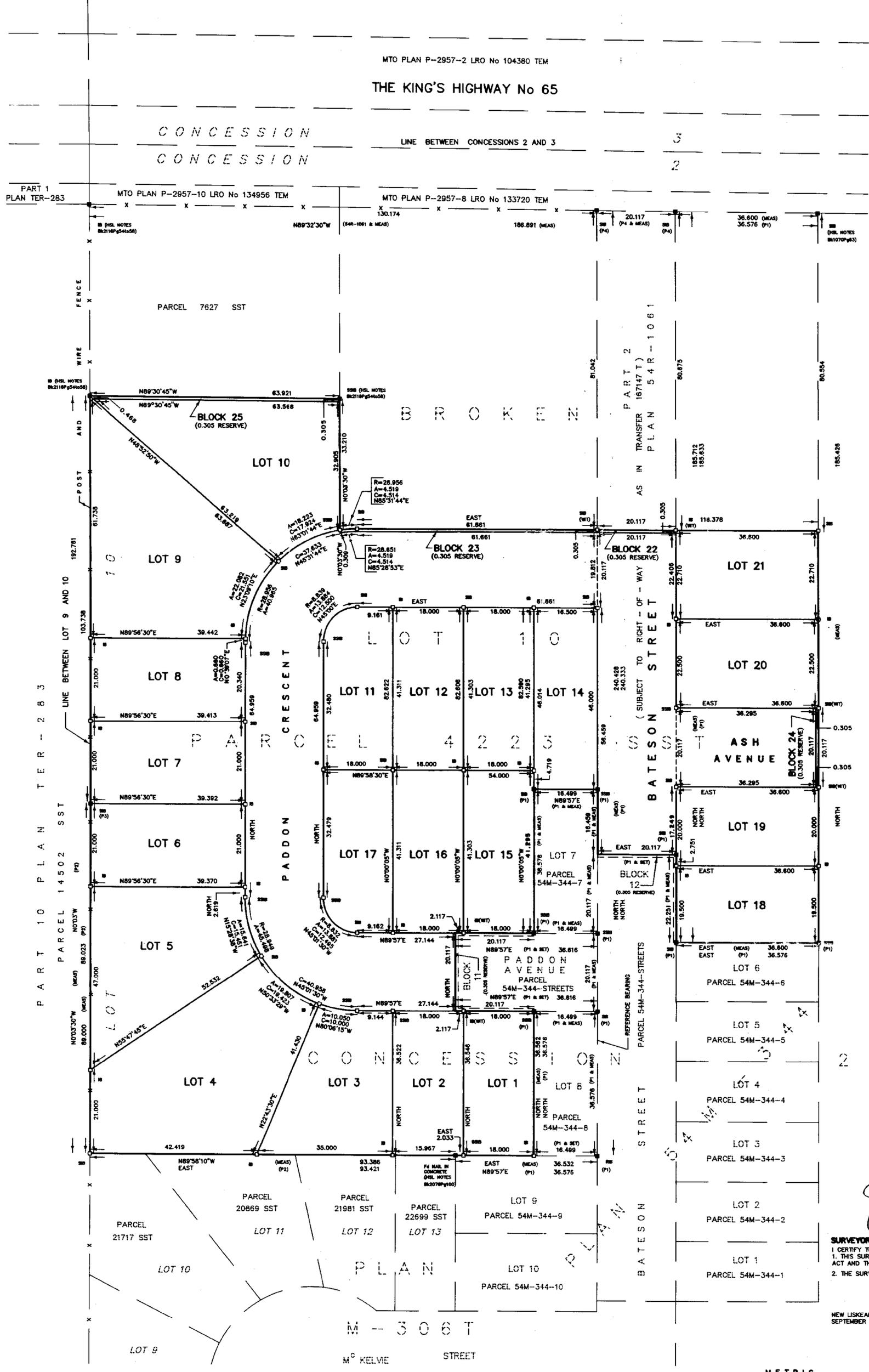
D.F. ADAMUS O.L.S., 1994

54M-351

CERTIFICATE OF REGISTRATION
I CERTIFY THAT THIS PLAN 54M-351 IS REGISTERED
IN THE LAND REGISTRY OFFICE FOR THE LAND TITLES
DIVISION OF TIMISKAMING AT 10:17 A.M.
ON THE 31st DAY OF MARCH, 1995.
AND ENTERED IN THE REGISTER FOR PARCEL
4223 SECTION 6.6.T.
NOW 54M-351-1 to 54M-351-25
AND REQUIRED CONSENTS AND AFFIDAVITS ARE
REGISTERED AS PLAN DOCUMENT No 287454

H. Sutcliffe
LAND SURVEYOR

THIS PLAN COMPRISES PART OF PARCEL 4223 SST



APPROVED under section 51 of the PLANNING ACT
This 19th day of January, 1995
Ed Philip
Minister of Municipal Affairs

- LEGEND**
- DENOTES FOUND
 - DENOTES PLANTED
 - SSB DENOTES 25.4cm Sq. IRON BAR 0.61m. LONG
 - SIB DENOTES 25.4cm Sq. IRON BAR 1.22m. LONG
 - SB DENOTES 18.0cm Sq. IRON BAR 0.61m. LONG
 - (P1) DENOTES PLAN 54M-344
 - (P2) DENOTES PLAN M-306 T
 - (P3) DENOTES PLAN TER-283
 - (P4) DENOTES PLAN 54R-1061
 - WIT. DENOTES WITNESS

BEARING REFERENCE
BEARINGS ARE ASTROMONIC AND ARE REFERRED
TO THE WEST LIMIT OF BATESON STREET AS SHOWN ON
PLAN 54M-344 HAVING A BEARING OF NORTH.

OWNER'S CERTIFICATE
THIS IS TO CERTIFY THAT
LOTS 1 TO 21 BOTH INCLUSIVE,
AND THE RESERVES, NAMELY BLOCKS 22 TO 25 AND THE STREETS
NAMED BATESON STREET, PADDON CRESCENT AND ASH AVENUE
DESIGNATED WITHIN THE AREA OF SURVEY OUTLINED HAVE BEEN LAID
OUT IN ACCORDANCE WITH MY INSTRUCTIONS AND THE STREETS ARE
HEREBY DEDICATED AS PUBLIC HIGHWAY.

Jean Trudel
JEAN TRUDEL PRES.
F.P.T. HOLDINGS LTD.
"I HAVE AUTHORITY TO BIND THE CORPORATION"

SURVEYOR'S CERTIFICATE
I CERTIFY THAT
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS
ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE THEREUNDER.
2. THE SURVEY WAS COMPLETED ON THE 8th DAY OF NOVEMBER, 1993.

D.F. Adamus
D.F. ADAMUS
ONTARIO LAND SURVEYOR

Subject: Timiskaming District Joint
Compliance Audit Committee
Terms of Reference

Report No.: CS-023-2022

Agenda Date: June 21, 2022

Attachments

Appendix 01: Draft Terms of Reference By-law (**Please refer to By-law No. 2022-110**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-023-2022; and
2. That Council directs staff to prepare the necessary by-law to adopt the Timiskaming District Joint Compliance Audit Committee Terms of Reference for the 2022-2026 term, for consideration at the June 21, 2022 regular Council meeting.

Background

The proposed Terms of Reference for the Timiskaming District Joint Compliance Audit Committee (TDCAC) were created in accordance with the requirements established within the *Municipal Elections Act*, and would be in effect for the 2022-2026 term of Council.

The role of a Compliance Audit Committee (CAC) is to receive, review and make decisions on applications for compliance audits related to the campaign expenses of candidates and third party advertisers in municipal elections. This will include any by-elections that are held within the 2022-2026 term.

Furthermore, the CAC is responsible for reviewing any reports submitted by the Clerk with respect to any contributor who appears to have contravened any of the contribution limits within the campaign.

Analysis

The powers and functions of CACs are included within the Municipal Elections Act; however, are generally described as the following:

- Within 30 days of receipt of an application requesting a compliance audit, the CAC shall consider the compliance audit application and decide whether it should be granted or rejected, with brief written reasons for the decision.
- If the application is granted, the CAC shall appoint an auditor to conduct a compliance audit of the third party advertiser or candidate's election campaign finances.
- The CAC will review the auditor's report within 30 days of receipt and shall decide whether legal proceedings should be commenced, with brief written reasons for the decisions.
- Within 30 days after receipt of a report from an member municipality's Clerk of any apparent contribution in excess of the contribution limits to a candidate or third party advertiser, the CAC shall consider the Clerk's report and decide whether legal proceedings should be commenced, with brief written reasons for the decision.

As in past election cycles, the Timiskaming District Area Clerks (TD Area Clerks) have worked collaboratively on election matters to achieve a consistent approach on voting methods, by-laws, practices and procedures and to achieve certain efficiencies. This collaboration extends to the TDCAC. Rather than each municipality appointing members independently, the joint model was established to cover all the municipal elections within the Timiskaming District.

The Municipal Elections Act identifies that Councils are required to appoint CAC members by October 1 of an election year. Specifically, Section 88.37 (2) of the MEA states that the committee shall be composed of not fewer than three (3) and not more than seven (7) members.

Section 88.37 (2) of the MEA states that a CAC shall not be composed of employees or officers of the municipality or local board, members of the council or local board, any persons who are candidates in the election for which the committee is established or any persons who are registered third parties in the municipality in the election for which the committee is established. Members are to be community members and to solicit interest in a community within the District. A formal call for five (5) members (three as official members, two as alternates) were released in early June.

Criteria in membership selection have been developed and included in the proposed Terms of Reference. A working group of the TD Area Clerks has been formed to review all applications and select suitable members. The respective Councils will be presented with the names of suitable applicants in July/August, for official appointment by by-law. Once those members have been appointed, they will be notified and an introductory training session will be hosted.

The TD Area Clerks will further establish the administrative procedures for the TDCAC which will outline any other duties required under the Municipal Elections Act to implement the decisions of the CAC.

Relevant Policy / Legislation / City By-Law

The authority and roles of the CAC is provided in Sections 88.33, 88.35 and 88.36 of the *Municipal Elections Act* (MEA).

Consultation / Communication

- Timiskaming District Area Clerks

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

Appointed CAC members will receive an honorarium for their attendance at training and participation in any required applications for compliance reviews of campaign expenses (i.e., per diem rate of \$150.00 per meeting or training session and mileage of \$0.50 per kilometer).

As per Section 88.37 (7) of the *Municipal Elections Act*, the City is required to pay for all costs in relation to the CAC’s operation and activities. Costs are only materialized if applications are made to the municipality, or, if the Clerk is required to submit a report should any contribution recorded appear to have contravened any of the contribution limits within candidate/third party advertiser campaigns.

Although the CAC is appointed jointly throughout the District, each area member municipality will be required to cover all the costs associated with their municipality. As

such, the City of Temiskaming Shores will only be required to fund applications or reports within the City.

To City Staff's knowledge, there have been no applications in past election cycles. If an application is received for the 2022-2026 cycle, it will be funded through the corporate services general operating budget/ elections account.

Candidate and third party advertiser Financial Statements are not due until March 31, 2023. As such, staffing implications are limited to normal administrative functions of staff, unless an application is received or a report is required by the Clerk.

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"

Logan Belanger
 Municipal Clerk

Shelly Zubyck
 Director of Corporate Services

Christopher W. Oslund
 City Manager

Subject: Animal Control and Pound Services Contract **Report No.:** CS-024-2022

Agenda Date: June 21, 2022

Attachments

Appendix 01: CS-RFP-003-2022 – Proposal Evaluation

Appendix 02: Draft By-law (**Please refer to By-law No. 2022-111**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-024-2022; and
2. That Council for the City of Temiskaming Shores directs staff to prepare the necessary By-law to enter into a three (3) year agreement with Mr. Michael Kidd - Kidd Crest Farms Inc., operating as South Temiskaming Animal Control Services in the amount of \$78,740 annually plus applicable taxes, for consideration at the June 21, 2022 Regular Council Meeting.

Background

On June 30, 2022, the current contract for Animal Control and Pound Services will expire. On April 19th, 2022 Council directed staff to release CS-RFP-003-2022 with a closing date of May 26th, 2022. Included in the RFP were services for Englehart and Hudson, Harley, Kerns and Casey.

Analysis

Two (2) submissions were received in response to CS-RFP-003-2022. The submissions were provided to the other municipalities for their individual evaluation. Separate contracts will be entered into in order for each municipality to appraise performance and keep invoicing and financials separate.

The evaluation committee consisting of the City Manger, the Director of Corporate Services and Councillor McArthur met with the individuals who submitted proposals on June 7, 2022. A number of interview questions were asked relating to animal control and pound services.

The two (2) proposals were evaluated by staff based on the Proposal Evaluation contained in the RFP which is attached as Appendix 1. The interviews were also evaluated.

On June 9th, 2022, the Protection to Persons and Property Committee met and discussed Animal Control and Pound Services.

| Proposal | Price Scoring | Service Scoring | Total | Price |
|----------------|---------------|-----------------|-------|---------------|
| Animals First | 400 | 352.5 | 752.5 | \$93,167/year |
| Kid Crest Farm | 500 | 402.5 | 902.5 | \$88,340/year |

After careful consideration, the PPP Committee is recommending Mr. Michael Kidd operating as South Temiskaming Animal Control Services as the successful bidder for Animal Control and Pound Services based on the services proposed.

Mayor Kidd declared a Conflict of Interest on this matter and did not participate in the discussion or voting as his son submitted a proposal for consideration.

Recommendation PPP-2022-017
 Moved by: Councillor Doug Jell

*Be it resolved that:
 The Protection to Persons and Property Committee hereby recommends that Council consider entering into an agreement with South Temiskaming Animal Control for the purpose of providing Animal Control and Pound Services for the City.*

Carried

The start date for the new contract will be August 1st, 2022 for a period of three (3) years, with an option for a two (2) year renewal based on performance and agreeable renewal terms.

Notice will be provided to the current contractor (Animals First) with a contract end date of July 31, 2022.

The proposed location of the pound is Kid Crest Farms on Highway 65W. The proposed space will be renovated at the expense of the contractor to include a separate space for dogs and cats. Sufficient and safe pound operations will be put in place at the proposed

location during the renovation process. Mr. Kidd has already contacted the inspector and the pound will be inspected as per legislation.

Attached as Appendix 2 is the draft agreement with Mr. Kidd.

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 cost of Animal Control and Pound Services for the City of Temiskaming Shores would be \$78,740 per year plus applicable taxes. The City currently pays \$72,758. The 2022 budget will be over by \$2,493.

Alternatives

No alternatives were considered in the preparation of this report.

Submission

Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by" _____

"Original signed by" _____

Shelly Zubyck
 Director of Corporate Services

Christopher W. Oslund
 City Manager

Appendix A: CS-RFP-003-2022 Proposal Evaluation

| CITY PROPOSAL EVALUATION CRITERIA | | | MAXIMUM TOTAL POINTS |
|---|--------|--------|----------------------|
| | WEIGHT | POINTS | |
| Qualifications and Expertise | | | |
| Possession or ability to possess minimum qualifications | 10 | ____10 | _____(100) |
| Knowledge of applicable legislation/Provincial Offences | 10 | ____10 | _____(100) |
| Communication skills | 5 | ____10 | _____(50) |
| 25% | | | |
| Ability to Meet Specifications and Quality Workmanship | | | |
| Completeness, accuracy and overall presentation | 10 | ____10 | _____(100) |
| Quality of vehicle and pound services proposed | 10 | ____10 | _____(100) |
| Ability to provide hours of operation coverage requested | 5 | ____10 | _____(50) |
| 25% | | | |
| Estimated Fees and Disbursements | | | |
| Cost estimates are evaluated for completeness and lowest is scored 10 points, next 8 points, etc. If more than 5 proposals, then only 5 lowest Bids are to receive points, and the remaining higher Bids will be given 0.25 points. Prices within a small differential will be scored as equal. | 50 | ____10 | _____(500) |
| 50% | | | |

Subject: Municipal Insurance Policy

Report No.:

CS-025-2022

Agenda Date:

June 21, 2022

Attachments

Appendix 01: CS-RFP-004-2022 – Opening Summary

Appendix 02: Draft By-law (**Please refer to By-law No. 2022-112**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-025-2022; and
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with Marsh brokered by MIS Municipal Insurance Services for Municipal Insurance and Risk Management Services from July 1, 2022 to June 30, 2025, with a premium of \$492,139 plus applicable taxes for the first year of the term, for Council consideration at the June 21, 2022 Regular Meeting.

Background

The City's contract for Municipal Insurance and Risk Management Services with BFL Canada brokered by BrokerLink will expire on July 1, 2022. A Request for Proposal with was released a closing date of June 2, 2022. Three (3) proposals were received.

Analysis

On June 9, 2022 the Corporate Services Committee met and discussed the RFP submission results. The summary is attached as Appendix 1.

MIS offers a comprehensive municipal insurance package which has and is being used by hundreds of municipalities across the country including the City of Timmins, Cobalt, and Township of Armstrong.

MIS is offering the following enhancements and deviations from the City's current policy:

General Liability

- Communicable Disease is insured for \$1,000,000
- Coverage for Abuse and Molestation is insured for \$250,000 any one claim and \$500,000 in the annual aggregate

- Medical Payments Limit increased from \$25,000 to \$50,000 any one claim Forest Fire Fighting Expenses increased from \$1,000,000 to \$2,000,000 any one occurrence
- Incidental Garage Operations reduced from \$10,000,000 to \$250,000 any one occurrence and in the aggregate – Options to increase if there is garage exposure
- Marina Liability coverage included – Separate Marina Policy is not required
- Deductible for Medical Payments increased from \$2,500 to \$50,000
- Conflict of Interest Reimbursement Limit reduced from \$250,000 to \$100,000 any one claim
- Wrongful Dismissal deductible increased from \$5,000 to \$50,000 per claim
- Legal Liability for Damage to Hired Automobiles reduced from \$500,000 to \$250,000 any one occurrence
- Marina Legal Liability for Physical Damage to Non-Owned Watercraft reduced from \$2,000,000 to \$1,000,000 – Application suggests this coverage is not required
- Total Liability Limit remains the same at \$50,000,000 however we structure the policies with a \$5,000,000 Primary, \$20,000,000 First Umbrella Layer and \$25,000,000 Second Umbrella Layer

Property

- Earthquake Deductible increased from 3% to 5% or \$100,000 minimum
- Flood loss Deductible is \$100,000 for All property/locations including those on Riverside Drive, May Street, Main Beach and Whitewood Avenue
- Total limit for Business Income and Rents increased to 1,100,000
- Equipment Breakdown limit increased to \$84,621,240 from \$75,000,000

Crime

- Fraudulently Induced Payment Endorsement (“Phishing”) not covered as it is insured on a Cyber Policy
- A quote for Cyber insurance is available upon receipt of follow up questions to the application completed

The City’s team lead for MIS would be Mr. Timothy Hutchinson who is based in North Bay. Mr. Hutchinson would still be available for in person meetings as requested.

The City has received excellent service over the years from Tench-MacDiarmid Insurance Brokers Ltd. (BrokerLink) However, based on the bids and results of the RFPs, staff is recommending the City enter into an agreement with Marsh brokered by MIS Municipal Insurance Services.

Currently, the City’s premiums are \$613,635 per year. The budget incorporates 50% of the 2021/2022 premiums and 50% of the 2022/2023 premiums, therefore, the City will incur an overall savings in 2022 of approximately \$87,000.

Financial / Staffing Implications

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

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

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for Council's
consideration by:

"Original signed by"

"Original signed by"

Shelly Zubyck
Director of Corporate Services

Christopher W. Oslund
City Manager

Document Title: CS-RFP-004-2022 "Municipal Insurance and Risk Management"

Closing Date: Thursday, June 2, 2022

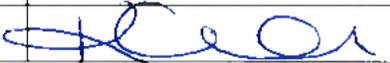
Closing Time: 2:00 p.m.

Department: Corporate Services

Opening Time: 2:30 p.m.

Attendees via teleconference: 705-672-2733 Ext. 4000

City of Temiskaming Shores:

| | | |
|--|---|--|
| Logan Belanger, Municipal Clerk  | Kelly Conlin, Deputy Clerk  | Shelly Zubycyk, Director of Corporate Services |
|--|---|--|

Others (teleconference):

| | |
|--------------------|--|
| Tim, mis assurance | |
| Ken, Broberlink. | |

Submission Pricing

Bidder: *contact Public Entities*

Bidder: *BFL Canada*

| Description | Amount |
|------------------------|----------------------|
| Lump Sum (without HST) | \$ <i>670,156.00</i> |

| Description | Amount |
|------------------------|----------------------|
| Lump Sum (without HST) | \$ <i>611,646.00</i> |

Bidder: *mis Municipal assurance*

Bidder:

| Description | Amount |
|------------------------|----------------------|
| Lump Sum (without HST) | \$ <i>492,139.00</i> |

| Description | Amount |
|------------------------|--------|
| Lump Sum (without HST) | \$ |

Bidder:

Bidder:

| Description | Amount |
|------------------------|--------|
| Lump Sum (without HST) | \$ |

| Description | Amount |
|------------------------|--------|
| Lump Sum (without HST) | \$ |

Note: Since this is a Request for Proposal all submissions are required to be evaluated based on a set of pre-determined evaluation criteria. All offered prices are offers only and subject to scrutiny. All proponents whether successful or not will be notified of results, in writing at a later date.

Subject: Community Safety & Well-Being Plan

Report No.: CS-026-2022

Agenda Date: June 21, 2022

Attachments

Appendix 01: Presentation to District Municipalities (May 26, 2022)

Appendix 02: Draft By-Law (**Please refer to By-law No. 2022-113**)

Appendix 03: Estimated Cost Apportionment

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-026-2022;
2. That Council directs staff to prepare the necessary by-law to adopt the Timiskaming District Community Safety and Well-being Plan at the June 21, 2022 Regular Council meeting;
3. That Council directs staff to provide notification to the Ministry of the Solicitor General upon passing of the by-law to adopt the Community Safety and Well-being Plan; and
4. That Council approves in principle an annual contribution for Community Safety and Well-being Plan resources based on the current apportionments by the District of Timiskaming Social Services Administration Board (DTSSAB) resulting in a District-wide funding approach.

Background/Analysis

Community Safety and Well Being plans are legislated under the *Police Services Act, 1990*. As part of the legislation, municipalities are required to develop and adopt community safety and well-being plans working in partnership with a multi-sectoral advisory committee comprised of representation from the police service board and other local service providers in health/mental health, education, community/social services and children/youth services. Additional requirements are also outlined in the legislation pertaining to conducting consultations, contents of the plan, monitoring, evaluating, reporting and publishing the plan. This approach allows municipalities to take a leadership role in defining and addressing priority risks in the community through proactive,

integrated strategies that ensure vulnerable populations receive the help they need from the providers best suited to support them.

Municipalities have the flexibility to engage in community safety and well-being planning individually, or in partnership with neighbouring municipalities to develop a joint plan.

On December 3, 2022 Council passed Resolution Number 2019-633 supporting a District-wide approach in the development of the Community Safety and Well-being Plan. All 23 municipalities in the District as well as the Municipality of Temagami agreed to participate and DTSSAB agreed to be the lead organization in the development of the plan. An RFP was awarded in March of 2021 and LBCG was engaged to complete the project.

An oversight committee made up of representatives from DTSSAB, The Temiskaming Health Unit (THU), the City of Temiskaming Shores and the Town of Kirkland Lake was struck. Additionally, a multi-sectoral advisory committee was created. Community, business, agency and organization engagement, public engagement sessions as well as public surveys were utilized for data collection. Two half day workshops with the Advisory Committee allowed for substantial input regarding the content of the plan.

A presentation was held on May 26, 2022 for Mayors and Councils of the 24 municipalities to review the draft plan, ask questions and provide feedback. As indicated in Appendix 1, the presentation included the following next steps:

Acceptance and adoption of the Plan

- Reports and Motions to Councils
- Committing in principle to the funding allotments

Transitioning into Implementation

- Selection of the Plan Lead
- Sharing of a detailed implementation budget plan
- Development of the Working Groups

Although there are other alternatives for Council's consideration, staff is recommending we continue with a regional approach in order to fulfill our responsibility under the *Police Services Act*. This approach is also a cost-effective way to provide the necessary framework for community stakeholders to work together to ensure a safe, healthy and inclusive community.

Relevant Policy / Legislation / City By-Law

- Police Services Act, 1990

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

As per Appendix 3, the estimated cost for the remainder of 2022 is \$10,250 for the City of Temiskaming Shores.

The estimated annual cost, if administered through DTSSAB, would cost the City of Temiskaming Shores \$42,117. This would be incorporated into the 2023 Operating Budget. This amount is more cost-effective than the City undertaking the implementation costs on our own.

Alternatives

Council could:

- 1) Self fund the implementation of the plan through hiring a dedicated individual to implement goal outcomes. The financial impact of this option would be the individual's annual salary as well as time of their supervisor.
- 2) Not approve an annual contribution resulting in lack of goal attainment in the six areas of focus, and an inability to provide the Province with regulatory reviews.

It should be noted that the Solicitor General has proposed a regulatory requirement to the Community Safety and Policing Act including a review of the plan within four years of the adoption of the plan.

Submission

Prepared by:

“Original signed by”

Christopher W. Oslund
City Manager

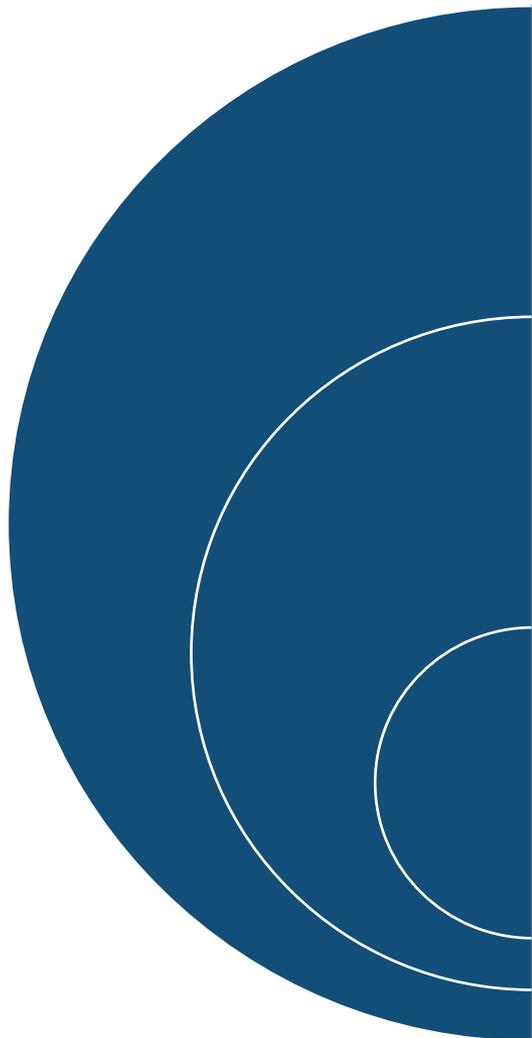


The District of Timiskaming

Community Safety and Well-being (CSWB) Plan:
Plan Presentation
May 26th, 2022



What's Included



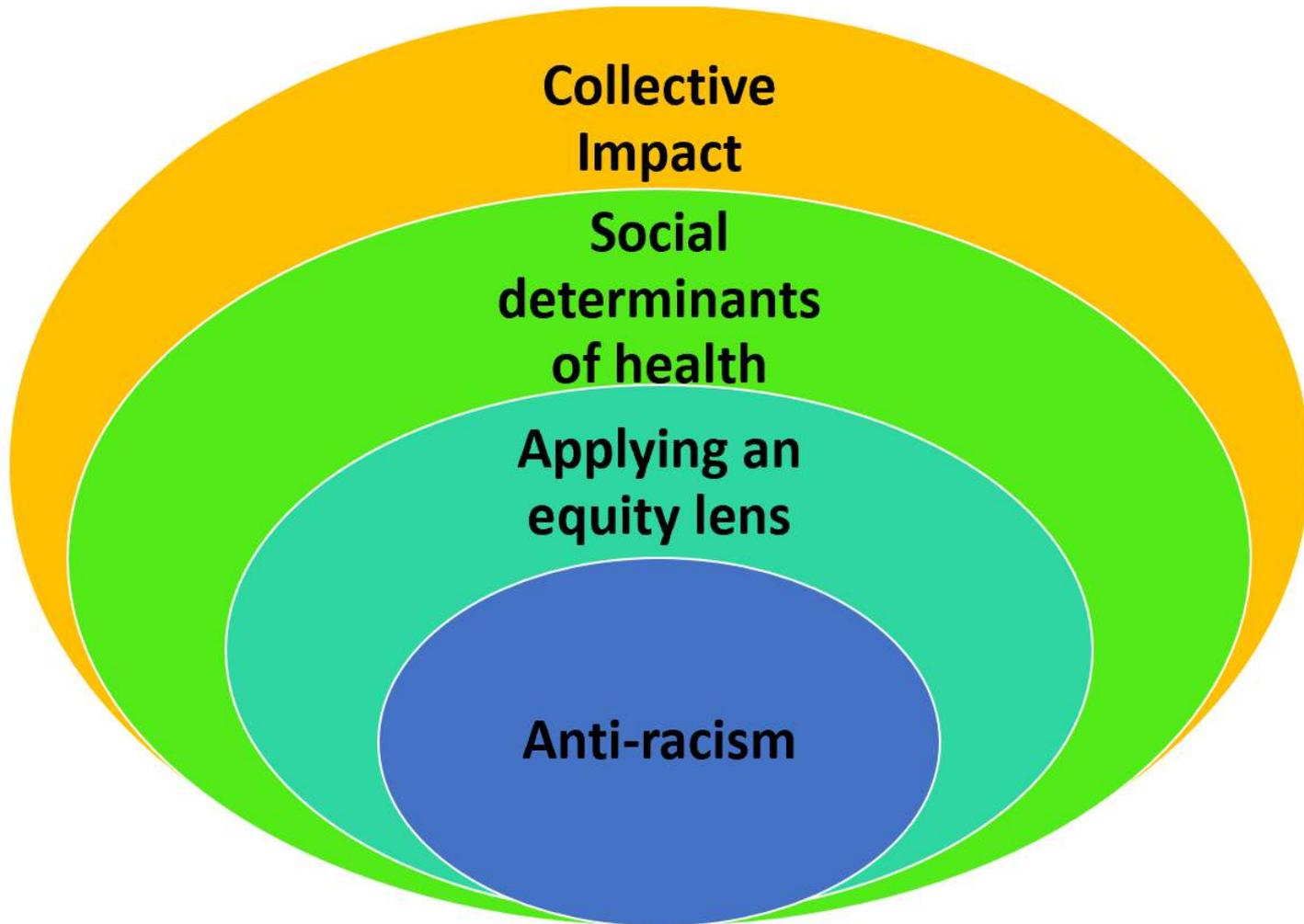
| | |
|--|--|
| <h2>Executive Summary</h2> | <ul style="list-style-type: none">• Intent of the Plan• Plan Summary Table• Message from the Steering Committee |
| <h2>CSWB Background</h2> | <ul style="list-style-type: none">• Purpose of a CSWB Plan• Provincial Framework• Guiding Principles• Plan's development process & Advisory Committee |
| <h2>The Plan & Implementation</h2> | <ul style="list-style-type: none">• Priority Areas of Focus• Goals• Performance Measurement Framework• Implementing the Plan |
| | |

Ministry Framework



-  Promoting and maintaining community safety and well-being
-  Proactively reducing identified risks
-  Mitigating situations of elevated risk
-  Critical and non-critical incident response

Guiding Principles



Project Process

Establishment of the Steering Committee and an Advisory Committee

Engagement with the Key Stakeholders in the District

District Community Safety and Well-Being Online Survey

Two Half-day Workshops with the Advisory Committee

Review and acceptance of the Plan

Priority Areas of Focus

Health &
Well-being

Housing

Employment
& Economy

Poverty

Community
Safety

Environment
&
Sustainability

- 18 goals are identified within this plan to direct strategic actions that will focus the district's collective efforts for social development and prevention.
 - These goals were prioritized based on community need, impact, and local opportunities.
- Recognizing the large scope of community services, programs and development included in this plan, goals pertaining to all 25 sub-areas were not included in this first iteration of the CSWB plan.
 - As the implementation of the CSWB Plan progresses and the plan matures, there will be the opportunity to expand the goals encompassed by the plan and its Performance Measurement Framework.
- Suggested corresponding activities to achieve the goal outcomes are included in the plan. The activities ultimately pursued will be dependent on the resources available when implementing the plan and aligned with the assets and strengths present in the community at the time.
 - This will be part of the task of Implementation Working Groups to come.

Plan Goals

| Priority Areas of Focus | Health & Well-being | Housing | Employment & Economy | Poverty | Community Safety | Environment & Sustainability |
|-------------------------|--|---------|----------------------|---------|------------------|------------------------------|
| Goal Outcomes | <p>I.1 Ensure timely access to health services by increasing services and reducing wait times.</p> <p>I.2 Ensure health services are equitable and accessible to all by removing identified barriers.</p> <p>I.3 Reduce the incidence of mental health and substance misuse crises in the community.</p> <p>I.4. Increase access to quality and safe living arrangements at home for aging individuals, individuals with special or physical needs and caregivers.</p> | | | | | |

Plan Goals

| Priority Areas of Focus | Health & Well-being | Housing | Employment & Economy | Poverty | Community Safety | Environment & Sustainability |
|-------------------------|--|---------|----------------------|---------|------------------|------------------------------|
| Goal Outcomes | <p>II.1 Increase available and affordable housing options for community residents through greater market inventory and access to subsidized housing and housing benefits.</p> <p>II.2 Create more pathways to housing through transitional and supportive housing options and services.</p> <p>II.3 Serve community members experiencing homelessness through expanded shelter services.</p> | | | | | |

Plan Goals

| Priority Areas of Focus | Health & Well-being | Housing | Employment & Economy | Poverty | Community Safety | Environment & Sustainability |
|-------------------------|--|---------|----------------------|---------|------------------|------------------------------|
| Goal Outcomes | <p>III.1 Promote education, skills and training for local jobs to create career pathways for local workforce opportunities.</p> <p>III.2 Reduce unemployment and underemployment by helping individuals apply for jobs and pursue opportunities that match their level of education and skills.</p> <p>III.3 Reduce skilled job vacancies in the region by retaining post-secondary graduates as permanent residents and members of the local workforce.</p> | | | | | |

Plan Goals

| Priority Areas of Focus | Health & Well-being | Housing | Employment & Economy | Poverty | Community Safety | Environment & Sustainability |
|-------------------------|---|---------|----------------------|---------|------------------|------------------------------|
| Goal Outcomes | <p>IV.1 Increase regional understanding of evidence-based strategies that address root causes of poverty such as basic income and living wages.</p> <p>IV.2 Improve availability of affordable public transportation throughout the region and increase the mobility for residents to work, shop, play and access services.</p> <p>IV.3 Reduce food insecurity experienced in the region.</p> | | | | | |

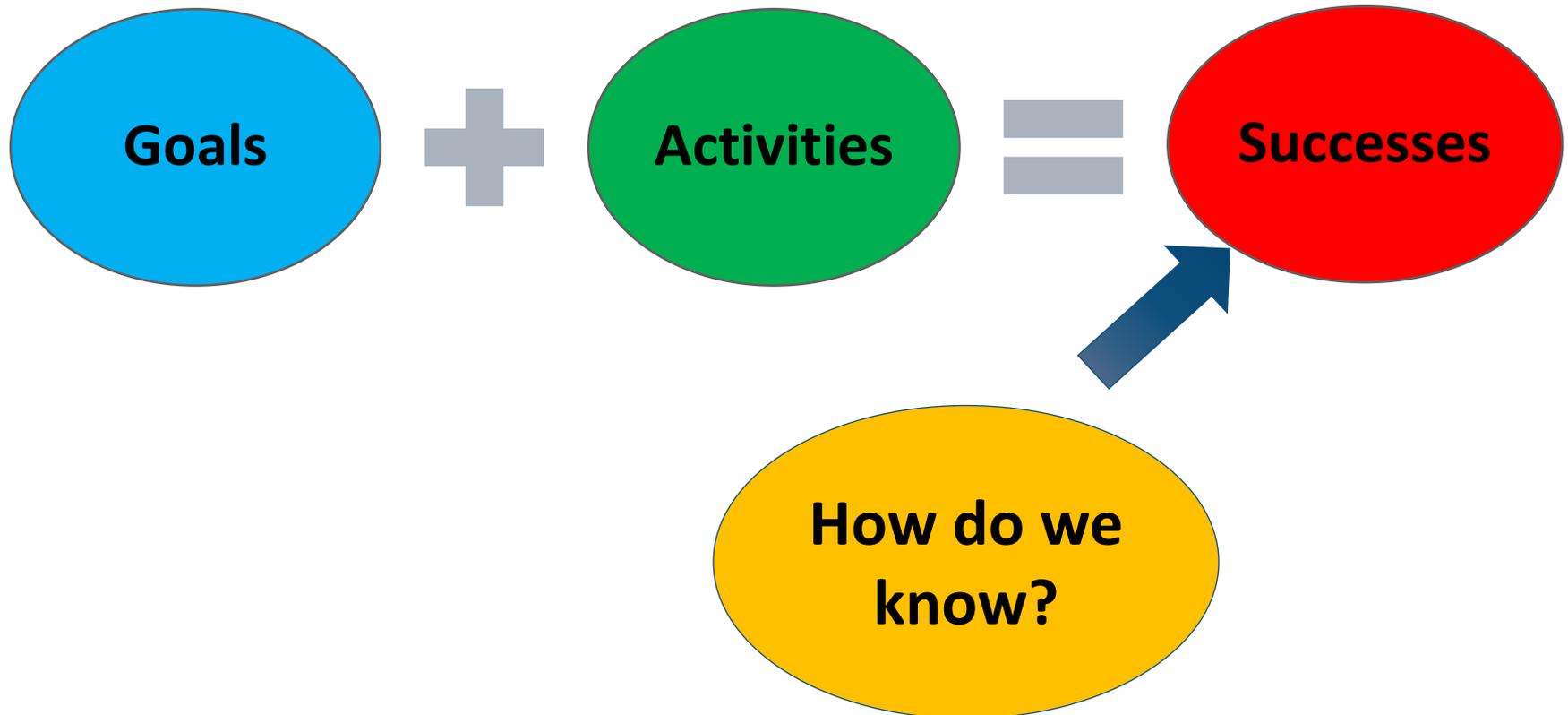
Plan Goals

| Priority Areas of Focus | Health & Well-being | Housing | Employment & Economy | Poverty | Community Safety | Environment & Sustainability |
|-------------------------|--|---------|----------------------|---------|------------------|------------------------------|
| Goal Outcomes | <p>V.1 Increase the public's perception of safety and belonging in their communities.</p> <p>V.2 Improve road safety and reduce causal factors of roadway accidents.</p> <p>V.3 Ensure access to affordable justice for all residents.</p> | | | | | |

Plan Goals

| Priority Areas of Focus | Health & Well-being | Housing | Employment & Economy | Poverty | Community Safety | Environment & Sustainability |
|-------------------------|--|---------|----------------------|---------|------------------|------------------------------|
| Goal Outcomes | <p>VI.1 Foster a sense of community and community building around the natural environment in the region</p> <p>VI.2 Create plans for mitigating effects of climate change and adverse natural events in communities.</p> | | | | | |

Performance Measurement Framework: Why do we need this?



Performance Measurement Framework

II. Housing



| Goal Outcomes | Indicators | Data Sources | Frequency |
|---|--|--|-----------|
| II.1 Increase available and affordable housing options for community residents through greater market inventory and access to subsidized housing and housing benefits. | II.1.M1 Number of housing development partnerships resulting in new builds. II.1.M2 Community rental vacancy rates and average rental rates. II.1.M3 Percentage of households who spend >30% of income on shelter costs. II.1.M4 Average wait times for affordable housing applicants. II.1.M5 Number of seniors present on housing waitlist. | <ul style="list-style-type: none"> • DTSSAB • TMA • Statistics Canada | Annual |
| II.2 Create more pathways to housing through transitional and supportive housing options and services. | II.2.M1 Number of individuals who are engaged in services designed to help obtain and/or retain housing. II.2.M2 Number of transitional housing units. | <ul style="list-style-type: none"> • DTSSAB • CMHA • Salvation Army | Annual |
| II.3 Serve community members experiencing homelessness through expanded shelter services. | II.3.M1 Number of shelter beds. II.3.M2 Utilization of shelter services and average length of stay of shelter users. | <ul style="list-style-type: none"> • DTSSAB • Pavilion's Women's Centre • Zack's Crib • Timiskaming Home Support | Annual |
| Suggested Activities: II.1.A1 Create a district housing assessment tool to scope, measure and evaluate the status and availability of affordable housing in the area. II.1.A2 Work with municipalities to create targets and measures for their affordable housing plans. II.2.A1 Build coalitions to develop new social and supportive housing. II.3.A1 Support the development, launch and operations of new shelters in the region, starting with Zack's Crib. II.3.A2 Utilise the By Name List, and keep current, as a tool to prioritise those who are in need of housing. II.3.A3 Create a working group on housing that adheres to the Reaching Home goals, funding and principles. | | | |

- The establishment of baseline data and future targets can be added in forthcoming evaluation iterations.
- Currently, all indicators are identified as being reviewed on an annual basis, but this can be tailored based on the speed and relevance at which different data sources are collected.
- Additional data sources may be identified at later dates and can be used to update the plan or improve indicator fidelity.

CSWB Plan Implementation

- To create effective governance of a district wide CSWB Plan, it is recommended that a Plan Lead is established.
 - The Plan Lead could be one organization or a partnership of multiple organizations.
- The role of the Plan Lead would be the responsibility of organizing the necessary working groups for the implementation of the CSWB Plan and supporting the working groups' progress.
 - This would require capacity from the Plan Lead for both leadership (e.g., CSWB Plan Chair) and coordination (e.g., CSWB Plan Implementation Coordinator).
- The addition of a dedicated CSWB Plan resource is recommended to be made possible through the municipality funding based on apportionments.
- A district collective adoption and funding of the CSWB Plan:
 - More efficient for partner organizations,
 - Enable knowledge sharing and avoid duplication of efforts,
 - More effective in achieving outcomes through collective impact,
 - More cost effective.





Next Steps

- Acceptance and adoption of the Plan
 - Reports and Motions to Councils
 - Committing in principle to the funding allotments
- Transitioning into Implementation
 - Selection of the Plan Lead
 - Sharing of a detailed implementation budget plan
 - Development of the Working Groups

Sample Council Motion

- **BE IT RESOLVED That** the “Timiskaming District Community Safety and Well-Being Plan” attached to the Report to Council be adopted, **and**
- **That** the Town of XXX approve in principle a contribution for a Community Safety and Well-being (CSWB) Plan resource based on the current apportionments by the District of Timiskaming Social Services Administration Board (DTSSAB), resulting in a district wide funding approach.



Report To Council Sample

REPORT TO COUNCIL

Meeting Date: 07/06/2022

Report Number: 2022-CS-009

Presented by: Bonnie Sackrider

Department: Community Services

REPORT TITLE

Community Safety and Well Being Plan Adoption

RECOMMENDATION(S)

BE IT RESOLVED THAT Report Number 2022-CS-009 entitled “Community Safety and Well Being Plan Adoption” be received, and

THAT the “Timiskaming District Community Safety and Well-Being Plan” attached to the Report to Council be adopted, and

THAT the Town of Kirkland Lake approve in principle an annual contribution for a Community Safety and Well Being (CSWB) Plan resource based on the current apportionments by the District of Timiskaming Social Services Administration Board (DTSSAB), resulting in a district wide funding approach.

BACKGROUND

Community Safety and Well Being plans are legislated under the *Police Services Act*. As part of the legislation, municipalities are required to develop and adopt community safety and well-being plans working in partnership with a multi-sectoral advisory committee comprised of representation from the police service board and other local service providers in health/mental health, education, community/social services and children/youth services. Additional requirements are also outlined in the legislation pertaining to conducting consultations, contents of the plan, monitoring, evaluating, reporting and publishing the plan. This approach allows municipalities to take a leadership role in defining and addressing priority risks in the community through proactive, integrated strategies that ensure vulnerable populations receive the help they need from the providers best suited to support them.

Municipalities have the flexibility to engage in community safety and well-being planning individually, or in partnership with neighbouring municipalities to develop a joint plan.

Estimated High-level Budget

- We are asking that you **accept in principle** these types of anticipated costs for the implementation of the CSWB Plan.
 - By **properly resourcing the plan** then we will set it up for success and achieve the impact it aspires to.
 - A **detailed budget will be forthcoming** from the confirmed Plan Lead before fully actioning the implementation.
 - Anticipating that implementation actions will likely not be started in earnest until the fall the annual contributions would be **prorated** (e.g. $\frac{1}{3}$ - $\frac{1}{4}$) for the 2022 budget.

- Based on the current district apportionment structure used by the DTSSAB, the following costs would be funded through a district wide approach:
 - CSWB Plan coordinator resource (0.5- 1 FTE): \$40,000 - \$80,000
 - CSWB Plan leadership role (e.g. chair) (0.1- 0.2 FTE): \$11,000 - \$22,000
 - CSWB Plan operating budget: \$20,000
 - CSWB Plan Lead organization's overhead costs: \$10,000

Estimated annual total: \$81,000 - \$132,000

Example Allotment Table

| Municipality | Apportionment % | Est. 2022 Contribution |
|----------------------------|-----------------|------------------------|
| Township of Armstrong | 3.9% | \$ 1,242 |
| Township of Brethour | 0.4% | \$ 135 |
| Township of Casey | 1.2% | \$ 394 |
| Township of Chamberlain | 1.3% | \$ 402 |
| Town of Charlton and Dack | 2.0% | \$ 627 |
| Town of Cobalt | 2.9% | \$ 947 |
| Township of Coleman | 2.7% | \$ 867 |
| Town of Englehart | 4.3% | \$ 1,369 |
| Township of Evanturel | 1.5% | \$ 492 |
| Township of Gauthier | 0.5% | \$ 145 |
| Township of Harley | 1.9% | \$ 610 |
| Township of Harris | 2.1% | \$ 683 |
| Township of Hilliard | 0.7% | \$ 229 |
| Township of Hudson | 2.2% | \$ 706 |
| Township of James | 1.4% | \$ 444 |
| Township of Kerns | 1.3% | \$ 429 |
| Town of Kirkland Lake | 23.0% | \$ 7,380 |
| Township of Larder Lake | 2.2% | \$ 720 |
| Town of Latchford | 1.6% | \$ 516 |
| Township of Matachewan | 0.8% | \$ 271 |
| Township of McGarry | 1.6% | \$ 526 |
| City of Temiskaming Shores | 31.9% | \$ 10,250 |
| Village of Thornloe | 0.3% | \$ 106 |
| Municipality of Temagami | 8.2% | \$ 2,633 |
| Total | 100.0% | \$ 32,125 |

**Thank You
for Joining Today!**



**Comments or
Questions?**



| District of Timiskaming - Community Safety and Wellbeing Plan | | Estimated Implementation Budget | | |
|---|-----------------|---------------------------------|-----------------------|--|
| Municipality | Apportionment % | Lower Annual Estimate | Upper Annual Estimate | Estimated Prorated Contribution for 2022 |
| Township of Armstrong | 3.9% | \$ 3,132 | \$ 5,103 | \$ 1,242 |
| Township of Brethour | 0.4% | \$ 339 | \$ 553 | \$ 135 |
| Township of Casey | 1.2% | \$ 995 | \$ 1,621 | \$ 394 |
| Township of Chamberlain | 1.3% | \$ 1,013 | \$ 1,651 | \$ 402 |
| Town of Charlton and Dack | 2.0% | \$ 1,580 | \$ 2,575 | \$ 627 |
| Town of Cobalt | 2.9% | \$ 2,387 | \$ 3,890 | \$ 947 |
| Township of Coleman | 2.7% | \$ 2,186 | \$ 3,563 | \$ 867 |
| Town of Englehart | 4.3% | \$ 3,451 | \$ 5,624 | \$ 1,369 |
| Township of Evanturel | 1.5% | \$ 1,241 | \$ 2,022 | \$ 492 |
| Township of Gauthier | 0.5% | \$ 367 | \$ 598 | \$ 145 |
| Township of Harley | 1.9% | \$ 1,538 | \$ 2,507 | \$ 610 |
| Township of Harris | 2.1% | \$ 1,721 | \$ 2,804 | \$ 683 |
| Township of Hilliard | 0.7% | \$ 577 | \$ 940 | \$ 229 |
| Township of Hudson | 2.2% | \$ 1,781 | \$ 2,903 | \$ 706 |
| Township of James | 1.4% | \$ 1,120 | \$ 1,826 | \$ 444 |
| Township of Kerns | 1.3% | \$ 1,082 | \$ 1,764 | \$ 429 |
| Town of Kirkland Lake | 23.0% | \$ 18,607 | \$ 30,322 | \$ 7,380 |
| Township of Larder Lake | 2.2% | \$ 1,816 | \$ 2,959 | \$ 720 |
| Town of Latchford | 1.6% | \$ 1,301 | \$ 2,120 | \$ 516 |
| Township of Matachewan | 0.8% | \$ 684 | \$ 1,115 | \$ 271 |
| Township of McGarry | 1.6% | \$ 1,327 | \$ 2,162 | \$ 526 |
| City of Temiskaming Shores | 31.9% | \$ 25,844 | \$ 42,117 | \$ 10,250 |
| Village of Thornloe | 0.3% | \$ 268 | \$ 437 | \$ 106 |
| Municipality of Temagami | 8.2% | \$ 6,639 | \$ 10,819 | \$ 2,633 |
| Total | 100.0% | \$ 81,000 | \$ 132,000 | \$ 32,125 |

Subject: Chamber of Commerce
Agreement

Report No.: CS-027-2022

Agenda Date: June 21, 2022

Attachments

Appendix 01: Draft Agreement (**Please refer to By-law No. 2022-114**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-027-2022; and
2. That Council directs staff to prepare the necessary by-law to enter into a New Strategic Alliance Agreement with the Temiskaming Shores & Area Chamber of Commerce for consideration at the June 21, 2022 Regular Council meeting.

Background/Analysis

In 2008 the City entered into a Strategic Alliance Agreement with the Temiskaming Shores and Area Chamber of Commerce for the operation of a Tourism Information Centre.

The Agreement expired on March 31, 2021. The Economic Development Officer and the City Manager attended two meetings with the Chamber of Commerce to discuss the renewal of the agreement.

The partnership between the City and the Chamber of Commerce is invaluable. The City worked with them on a number of projects that contributed greatly to tourism and business development in both our Community and the South Temiskaming Region. The partnership agreement is much more than just the operation of the Tourism Information Centre. As a result, amendments to the agreement have been made to reflect the boarder collaboration.

The Agreement also sets out certain land use components. The City owns the land and the Chamber of Commerce owns the building. The City is responsible to maintenance of the grounds and winter operations and the Chamber is responsible to the upkeep of their building. The renewal now contains clauses relating to insurance and indemnification as

well as who pays property taxes in the event MPAC determines the property is assessable (currently the property is exempt as the land is owned by the City).

Financial / Staffing Implications

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

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

The City's annual contribution for the term of the Agreement (5 years) is \$25,000 per year. This amount is currently included in the City's 2022 Operating Budget.

Submission

Prepared by:

"Original signed by"

Christopher W. Oslund
City Manager

Subject: RFP Award – Radley Hill Railway
Crossing Upgrades

Report No.: PW-023-2022

Agenda Date: June 21, 2022

Attachments

Appendix 01: RFP Submission Summary

Appendix 02: Post-Bid Addendum

Appendix 03: Draft Agreement (**Please refer to By-law No. 2022-115**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-023-2022; and
2. That Council directs staff to prepare the necessary By-law to enter into an agreement with Miller Paving Northern for the Design Build Upgrades to the Radley Hill Railway Crossing in the amount of \$ 640,722.50 plus applicable taxes, for consideration at the June 21, 2022 Regular Council Meeting.

Background

As a result of numerous Crossing Assessments provided by the Ontario Northland Railway, and construction cost estimates provided by both EXP and the ONR, Transport Canada awarded funding to the City to perform upgrades to the Radley Hill Railway crossing as part of the Rail Safety Improvement Program (RSIP).

A portion of the project was completed under the 2021 Budget for installation and commissioning of Railway Warning Lights and Advanced Beacons. In early 2022 the City released a Request For Proposal for the remainder of the project which includes construction of a suitable road base, proper ditches, profile grade reductions and an asphalt roadway to limit the amount of debris inside the track rails.

Proposals were received Thursday April 28th, 2022 to which only one bidder submitted. The price was significantly higher than anticipated and budgeted for. The City entered negotiations with the bidder, Miller Paving, to attempt to get their price under budget. Some modifications to scope have allowed Miller Paving to submit a price within budget and still meet the requirements set forth by Transport Canada.

Analysis

Again, only one submission was received as it relates to the above noted Post-Bid Addendum, reducing scope and items.

The City has reviewed the submission for completeness and recommends that we enter into an agreement with Miller Paving Northern for the construction of the Radley Hill Crossing Upgrades in the amount of \$ 640,722.50 plus applicable taxes.

Relevant Policy / Legislation / City By-Law

- By-Law No. 2017-015, Procurement Policy
- By-Law No. 2021-062, Contribution Agreement for RSIP between Transport Canada and the Corporation of the City of Temiskaming Shores.
- By-Law No. 2021-171, Memo of Understanding with the Ontario Northland Transportation Commission for the cost sharing of the 2021-2022 Rail Safety Improvement Program
- Transport Canada Agreement No. 163850

Consultation / Communication

- Consultation with the City Manager, Manager of Environmental Services, Transportation Superintendent and the Ontario Northland Railway Staff throughout the project

Financial / Staffing Implications

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

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

There are sufficient funds within the 2022 Capital Budget to complete this project.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for Council's
consideration by:

"Original signed by"

"Original signed by"

Mitch McCrank, CET
Manager of Transportation Services

Christopher W. Oslund
City Manager

Document Title: **PW-RFP-001-2022 "Design Build – Radley Hill Railway Crossing"**

Closing Date: **Thursday, April 28, 2022**

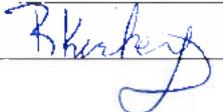
Closing Time: **2:00 p.m.**

Department: **Public Works**

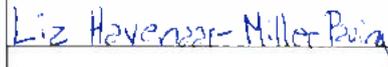
Opening Time: **2:30 p.m.**

Attendees via teleconference: 705-672-2733 Ext. 4000

City of Temiskaming Shores:

| | | |
|--|---|--|
| Logan Belanger, Municipal Clerk  | Kelly Conlin Deputy Clerk  | Rebecca Kirkey, Deputy Clerk  |
|--|---|--|

Others (teleconference):

| | | |
|--|--|--|
|  Liz Havenar-Miller |  Doug Walsh - EXP | |
| | | |

Submission Pricing

Bidder: *Miller Pricing*

| Description | Amount |
|--------------------------------------|-----------------|
| Lum Sum (including applicable taxes) | \$ 2,146,421.19 |

Bidder:

| Description | Amount |
|--------------------------------------|--------|
| Lum Sum (including applicable taxes) | \$ |

Bidder:

| Description | Amount |
|--------------------------------------|--------|
| Lum Sum (including applicable taxes) | \$ |

Bidder:

| Description | Amount |
|--------------------------------------|--------|
| Lum Sum (including applicable taxes) | \$ |

Bidder:

| Description | Amount |
|--------------------------------------|--------|
| Lum Sum (including applicable taxes) | \$ |

Bidder:

| Description | Amount |
|--------------------------------------|--------|
| Lum Sum (including applicable taxes) | \$ |

Note: Since this is a Request for Proposal all submissions are required to be evaluated based on a set of pre-determined evaluation criteria. All offered prices are offers only and subject to scrutiny. All proponents whether successful or not will be notified of results, in writing at a later date.

Post-Bid Addendum #1
For PW-RFP-001-2022

Reduced Scope

Radley Hill Railway Crossing Upgrades

June 1, 2022 – Mitch McCrank, CET

Total Pages: 2 + Attachments

This Post-Bid Addendum is issued after receipt of Bids and prior to the award of Contract to record the results of negotiations with the highest ranked complaint bidder. The following revisions, additions and/or deletions shall be made to the Request For Proposal, or any Drawings, Schedules, and Specifications for the above project. This Post-Bid Addendum will be included as part of, and is subject to, the terms of the Contract Documents. All pricing for the work described herein shall be submitted prior to award of the Contract.

| Item No. | Refer to | Description |
|------------|--------------------------------------|--|
| 1 | Proposal Documents | |
| 1.1 | 4. Scope of Work | <ul style="list-style-type: none">• Project Area: 150 meters West of the Radley Hill Tracks• Excavate 510mm; backfill 450mm Gran A; and 60mm Hot Mix• Excavation to stop when bedrock is hit. (There will be no rock removal)• Place geotextile on subgrade where there is no bedrock; provisional item• Profile grade shall stay the same as existing.• Placement of a coarse single surface treatment• Enhance the ditches at ONR crossing• Ditch Cleanout Only within the project area• No work on culverts, ditch cleanout to match existing culvert inverts• Subdrain to be placed parallel to tracks at the ONR end of 510mm excavation• Include 20 tonnes of hot mix for approach work on the East side of the tracks.• Include 250 hours of ONR flagging.• Work shall be completed under road closed conditions, with access for the affected homeowners.• No provision for topsoil or seeding. |
| 1.2 | Schedule 'A' Form of Proposal | Updated Schedule of Items and Prices |

P.O. Box 2050
Haileybury, Ontario P0J 1K0
www.temiskamingshores.ca



325 Farr Drive
Tel. (705) 672-3363
Fax (705) 672-2911

**1.3 Appendix 01: Project
Location**

Updated Key Plan and Project Area

The original Request for Proposal outlines Terms and Conditions which will still be in effect throughout this contract.

The contractor shall confirm they can still meet the completion day of March 31st, 2023. They shall commit to completing this scope of work within the timeline specified in the Contract.

- End Of Addendum -

Schedule of Items and Prices

| | Item | Proposal Quantity | Unit | Unit Price | Amount |
|------------|--|-------------------|------|------------|--------|
| 1.0 | Engineering | | | | |
| 1.01 | Project Management | 1 | LS | | |
| 1.02 | Detailed Engineering | 1 | LS | | |
| 1.03 | Construction Documents | 1 | LS | | |
| 1.04 | Construction Inspection | 200 | HR | | |
| 1.05 | Contract Administration | 50 | HR | | |
| | Total Engineering | | | | |
| 2.0 | Construction | | | | |
| 2.01 | Contract Bonds | 1 | LS | | |
| 2.02 | Project Management | 1 | LS | | |
| 2.03 | General Requirements (Site Control, Site Office, Environmental Protection, As-Constructed Drawings, All Other Costs) | 1 | LS | | |
| 2.04 | Mobilization and Demobilization | 1 | LS | | |
| 2.05 | Traffic Control and Signing | 1 | LS | | |
| 2.06 | Clearing | 2200 | m2 | | |
| 2.07 | Earth Excavation, Grading | 1000 | m3 | | |
| 2.08 | Ditch Cleanout | 300 | m | | |
| 2.09 | Superpave 19 (60mm Lift) | 250 | t | | |

P.O. Box 2050
 Haileybury, Ontario P0J 1K0
 www.temiskamingshores.ca



325 Farr Drive
 Tel. (705) 672-3363
 Fax (705) 672-2911

| | | | | | |
|------|---|------------------------------|----|--|--|
| 2.10 | Single Surface Treatment (Coarse Finish) | 1425 | m2 | | |
| 2.11 | Granular 'A' | 2250 | t | | |
| 2.12 | 150 mm Subdrain | 20 | m | | |
| 2.13 | Granular Sealing (RC-30) | 450 | m2 | | |
| 2.14 | ONR Crossing Allowance (ballast, ties, rails, crossing surface) | 1 | LS | | |
| 2.15 | ONR Track Protection (based on supplied rates) | 1 | LS | | |
| 2.16 | Pavement Markings @ Crossing | 1 | LS | | |
| 2.17 | Geotextile at Subgrade if required | 1500 | m2 | | |
| 2.18 | Rip Rap R50 and Ditch at ONR tracks Both sides of Hwy | 120 | m2 | | |
| | Total Construction | | | | |
| | | | | | |
| | | Subtotal | | | |
| | | Contingency (15%) | | | |
| | | Total (Excluding Tax) | | | |
| | | HST (13%) | | | |
| | | Proposal Total | | | |

Appendix 01: Project Location



Project Key Areas:

- Section of Radley Hill Road approximately 150 meters West of Radley Hill Railway Tracks
- Ontario Northland Railway Crossing (Mileage 111.56 Temagami Subdivision) with 2 crossing culverts North and South of the Road crossing.

Schedule of Items and Prices

| | Item | Proposal Quantity | Unit | Unit Price | Amount |
|------------|---|-------------------|------|-------------|--------------------|
| 1.0 | Engineering | | | | |
| 1.01 | Project Management | 1 | LS | \$5,500.00 | \$5,500.00 |
| 1.02 | Detailed Engineering | 1 | LS | \$25,000.00 | \$25,000.00 |
| 1.03 | Construction Documents | 1 | LS | \$7,500.00 | \$7,500.00 |
| 1.04 | Construction Inspection | 200 | HR | \$78.00 | \$15,600.00 |
| 1.05 | Contract Administration | 50 | HR | \$187.00 | \$9,350.00 |
| | Total Engineering | | | | \$62,950.00 |
| 2.0 | Construction | | | | |
| 2.01 | Contract Bonds | 1 | LS | \$2,950.00 | \$2,950.00 |
| 2.02 | Project Management | 1 | LS | \$37,500.00 | \$37,500.00 |
| 2.03 | General Requirements (Site Control, Site Office, Environmental Protection, As- Constructed Drawings, All Other Costs) | 1 | LS | \$32,500.00 | \$32,500.00 |
| 2.04 | Mobilization and Demobilization | 1 | LS | \$23,500.00 | \$23,500.00 |
| 2.05 | Traffic Control and Signing | 1 | LS | \$26,500.00 | \$26,500.00 |
| 2.06 | Clearing | 2200 | m2 | \$8.00 | \$17,600.00 |
| 2.07 | Earth Excavation, Grading | 1000 | m3 | \$26.00 | \$26,000.00 |
| 2.08 | Ditch Cleanout | 300 | m | \$38.00 | \$11,400.00 |
| 2.09 | Superpave 19 (60mm Lift) | 250 | t | \$330.00 | \$82,500.00 |
| 2.10 | Single Surface Treatment (Coarse Finish) | 1425 | m2 | \$12.00 | \$17,100.00 |
| 2.11 | Granular 'A' | 2250 | t | \$37.70 | \$84,825.00 |
| 2.12 | 150 mm Subdrain | 20 | m | \$140.00 | \$2,800.00 |
| 2.13 | Granular Sealing (RC-30) | 450 | m2 | \$22.50 | \$10,125.00 |
| 2.14 | ONR Crossing Allowance (ballast, ties, rails, crossing surface) | 1 | LS | \$50,000.00 | \$50,000.00 |
| 2.15 | ONR Track Protection (based on supplied rates) | 1 | LS | \$61,750.00 | \$61,750.00 |

| | | | | | |
|------|---|------|----|------------------------------|---------------------|
| 2.16 | Pavement Markings @ Crossing | 1 | LS | \$7,150.00 | \$7,150.00 |
| 2.17 | Geotextile at Subgrade if required | 1500 | m2 | \$7.80 | \$11,700.00 |
| 2.18 | Rip Rap R50 and Ditch at ONR tracks Both sides of Hwy | 120 | m2 | \$125.00 | \$15,000.00 |
| | Total Construction | | | | \$494,200.00 |
| | | | | | |
| | | | | Subtotal | \$557,150.00 |
| | | | | Contingency (15%) | \$83,572.50 |
| | | | | Total (Excluding Tax) | \$640,722.50 |
| | | | | HST (13%) | \$83,293.92 |
| | | | | Proposal Total | \$724,016.43 |

Memo

To: Mayor and Council
From: Mathew Bahm, Director of Recreation
Date: June 21, 2022
Subject: Niska Park
Attachments: Niska Park Letter to Council May 22, 2022

Mayor and Council:

Council received a letter from Jocelyn Blais, Danielle Perras, Réjeanne Massie-Bélisle, Felicity Buckell and Michel Massie dated April 12, 2022 (Appendix 01) requesting that the City of Temiskaming Shores partner with them to create a park on the greenspace next to Lake Temiskaming adjacent to Farr Drive.

The park would be developed in the memory of Haileybury resident Nicole Guertin at no cost to the City and feature a community garden, native plants, pathways, benches, and a Niska overlooking the lake.

Jocelyn Blais and Felicity Buckell attended the Recreation Committee meeting of May 16, 2022 to discuss their initiative. The Recreation Committee considered their presentation and on the recommendation of staff, passed the following recommendation:

*Recommendation RS-2022-020
Moved by: Robert Ritchie*

*Be it resolved that:
The Recreation Services Committee hereby supports the request to develop and design Niska Park at the Farr Drive location.*

CARRIED

The Committee is seeking the following from the City:

1. Agree to support the volunteer efforts to transition the greenspace along Farr Drive south of City Hall into Niska Park, dedicated to the memory of Nicole Guertin.
2. Commit to take on regular maintenance of the space once established.
3. Act as a sponsoring organization for any funding applications that the volunteer organizers would not be eligible for
4. Consider adding elements such as a water source for the community garden component



Staff are recommending that Council formally endorse this project and direct staff to complete a formal working agreement with the Niska Park committee.

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

Niska Park

City of Temiskaming Shores
PO Box 2050
Haileybury, ON PoJ 1K0

Tuesday, April 12, 2022

RE: **Niska Park in Memory of Nicole Guertin**

Dear Mayor and Council of the City of Temiskaming Shores,

Since Nicole's passing in October, we, a small group of close family, friends, and colleagues, have been contemplating ways in which we might commemorate her accomplishments and the phenomenal impact she had on our community.

To this end, the foundations of a lovely idea have emerged that we feel represent Nicole's values of community development, health and wellness, and connecting people: we would like to develop the little piece of parkland along Farr Drive, just south of City Hall. Working with a professional landscape architect, a beautiful, welcoming, useful, sustainable, environmentally-friendly, public green space would be created.

Niska (Canada geese in Cree) was an important symbol for Nicole: strength in working together, alternating lead, and maintaining flight over long distances; Niska Park would include elements such as a community garden, native plants, pathways, benches, and a Niska overlooking the lake.

Timeline

This idea has been taking shape over the course of the past several months; we are now ready to move forward and work with the City to help make Niska Park a reality. While we await news from Council about approval, we will begin the search for an appropriate professional landscape architect to help us design the space. We will establish a budget and begin to source potential funds.

Should Council approve the project by May, we would hire the architect to design the park as soon as possible, and begin in earnest to secure funding, with preliminary work on the park and gardens starting this fall. Plans and funding pending, we may decide to develop Niska Park in several phases; likely some elements may not be in place until 2023 - 2024. In any case, we commit to keeping the council informed as the project progresses.

Funding

Although in early stages with details yet to be determined, we expect the cost to get Niska Park up and running will be in the range of \$50,000.

Amongst our small group of volunteers working toward this beautiful goal there are those of us who have had years of experience with project planning and fundraising, including securing funding through grants and donations, both of which would be revenues for this project. We are confident in the development, as well as the long-term viability, of Niska Park.

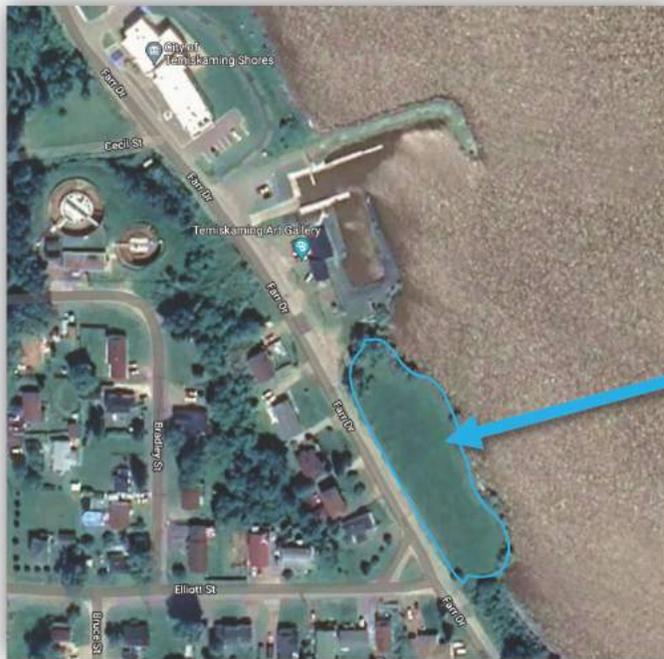
As a community garden and public green space developed with community engagement, sustainability, and the environment in mind, Niska Park will address several community gaps identified in The Temiskaming Foundation's Vital Signs Report, such as food insecurity, "health and well-being", "belonging and engagement", and "environment and sustainability". We therefore hope that the project would be considered for The Temiskaming Foundation's Vital Signs, as well as the TD Friends of the Environment Foundation, funding. We also expect that the City of Temiskaming Shores' Smart and Caring Communities fund, dedicated to "the improvement or maintenance of the environment and physical activity or enjoyment of the environment within the limits of the City of Temiskaming", might be an appropriate source of funding for this project.

Request

We are a committed group of volunteers wanting to work with the City to help our vision of Niska Park become a reality. We are at the very beginning stages of this project, and hope to secure approval from the Council to move forward with planning.

In particular, we request that the City:

- Agrees to support our volunteer efforts to transition the entire patch of land indicated below into Niska Park, dedicated to the memory of Nicole Guertin:



- Commits to take on regular maintenance of the space (garbage bins, mowing of any lawn areas, etc.) once established.
- Acts as sponsor/'flow-through' for any funding applications for which we, as an ad-hoc group of volunteers, would not be eligible. We would prepare formal letters of request to the City for each application prior to submission.
- Although we cannot yet foresee what might be deemed essential to the efficiency and effectiveness of Niska Park, we request that the City agrees to consider adding elements such as a water source for the community garden component; these details, and other potential in-kind contributions from the City, can be decided upon as we move forward.

We have faith that the City of Temiskaming Shores will support what we believe to be a wonderful community development initiative that will provide a useful, natural, beautiful green space for our residents while celebrating the life and legacy of Nicole Guertin, a remarkable soul who touched the lives of so many in our community, and who is dearly missed.

Yours,

Jocelyn Blais
Danielle Perras
Réjeanne Massie-Bélisle
Felicity Buckell
Michel Massie

Subject: NOHFC – People and Talent
Application

Report No.: RS-014-2022

Agenda Date: June 21, 2022

Attachments

Appendix 01: NOHFC People and Talent Program Guide

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-014-2022; and
2. That Council direct staff to submit an application to the NOHFC People and Talent - Workforce Development Stream in the amount of \$35,000 to hire an Environment and Sustainability Coordinator within the Recreation Department for a one-year internship.

Background

City staff, in conjunction with the Climate Change Committee have been working towards new climate goals and actions for the City of Temiskaming Shores. As part of our progress, the City has hired an Environment and Sustainability Coop Student. Our student has been working on items including the creation of a new emissions benchmark for the updated Greenhouse Gas Reduction Plan (GHGRP).

To further our climate goals, having a staff member working exclusively on this file has already shown its value to senior staff and progress laid out to the committee is being met with some exciting results.

In conjunction with creating the Climate Change Committee as a standing committee of council we believe that hiring a staff member to continue working on this file is an important next step in the process. Staff have therefore been searching for funding opportunities to assist in funding this proposed position.

The Northern Ontario Heritage Fund Corporation has a program called the People and Talent – Workforce Development Stream. Staff believe this is a perfect fit for our organization to help further these climate goals and hire an intern for a 1-year basis. The program offers municipalities funding of 90% of the costs to hire a 52-week position up to a maximum of \$35,000. There are few other restrictions on this program. Staff have been in contact with representatives of the NOHFC and we have been encouraged to apply to this program for this position.

The Corporate Services Committee considered the opportunity to apply to the NOHFC People and Talent program at their regular meeting on June 9, 2022. After consideration, the committee passed the following recommendation:

Recommendation CS-2022-037

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee hereby recommends that Council support the submission of a funding application to the Northern Ontario Heritage Fund Corporation for an internship as it relates to the Environmental & Sustainability position.

CARRIED

Analysis

Having environmental and sustainability expertise in-house has already shown its value to City staff as we work on updating our GHGRP and complete progress on our goals in the Partners for Climate Protection Program.

At the end of the current co-op placement, we are projecting there to be more work needed before the update to our GHGRP is finished including thoughtful consideration for mitigation measures. We are also working towards the implementation of a climate lens for staff reporting and keeping expertise available after implementation will only assist us in using this valuable tool correctly.

Further, part of the duties in this new role will be to find and implement energy efficiency upgrades including applying for grants to offset upfront costs. One of the goals that we will set with the successful candidate will be to find the equivalent yearly savings as the city's portion of costs (\$7,734.10).

The City has already accrued enough savings with the operations budget to pay for this year's portion of City costs and further costs would be able to be included within the 2023 budget.

Relevant Policy / Legislation / City By-Law

- City of Temiskaming Shores Greenhouse Gas Reduction Plan (2019)
- By-Law no. 22-103 TOR Climate Change Committee

Consultation / Communication

- Consultation with City Manager
- Consultation with the City of Temiskaming Shores' Corporate Services 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

This position would be required to last 52 weeks at a minimum of 35 hours per week. The total funding available is \$35,000 including wages and MERCs.

Staff are proposing a position with a contract length from September 6, 2022 to September 1, 2023. The proposed rate of pay would be \$21/hr with no benefits at 35 hours per week.

| Dates | Weeks | Estimated Employer Costs (\$857.73 per week including MERCs) | NOHFC Portion | City of Temiskaming Shores Portion |
|--|-----------|---|--------------------|------------------------------------|
| September 6, 2022 to December 31, 2022 | 17 | \$13,970.76 | \$12,573.69 | \$1,397.08 |
| January 1, 2023 to September 1, 2023 | 35 | \$28,763.33 | \$22,426.31 | \$6,337.02 |
| Total | 52 | \$42,734.10 | \$35,000.00 | \$7,734.10 |

The City would fund the 2022 portion of the costs from accrued wage savings within the departments approved operating budget.

The 2023 portion of the costs (\$6,337.02) would be included in the 2023 operating budget.

Alternatives

Council could alternatively:

1. Decline to apply for the NOHFC People and Talent - Workforce Development Stream.

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



People and Talent

The People & Talent Program is designed to attract, retain and develop Northern Ontario's workforce. The program is comprised of two funding streams:

Workforce Development Stream

Strengthening and developing Northern Ontario's workforce through business partnerships by offering internships.

- For municipalities, Indigenous Communities and not-for-profit organizations, funding of 90% of an intern's salary, to a maximum of \$35,000/year
- For businesses, funding of 50% of an intern's salary, to a maximum of \$35,000/year

Indigenous Workforce Development Stream

Strengthening and developing Northern Ontario's Indigenous workforce through business partnerships by offering internships to Indigenous persons.

- For municipalities, Indigenous Communities and not-for-profit organizations, funding of 90% of an intern's salary, to a maximum of \$35,000/year
- For businesses, funding of 75% of an intern's salary, to a maximum of \$52,500/year

For additional details and guidelines for the People and Talent program, please visit nohfc.ca

People and Talent



Who is eligible?

Businesses, municipalities, Indigenous communities, and not-for-profit organizations located in Northern Ontario that have been in operation for at least one year and have a minimum of one full-time employee.

What Projects are Eligible?

Salaries/wages and employer portion of Mandatory Employment Related Costs (MERCs) (e.g.: Canada Pension Plan, Employment Insurance, mandatory minimum vacation pay) for a limited-term internship position of 52 weeks (min. 35 hours/week) for candidates that:

- Are new entrants into the work force, are transitioning to a new career, or the unemployed or underemployed who are entering a new field;
- Have not previously participated in a NOHFC-funded internship;
- Are at least 18 years of age; and
- Reside, and be legally entitled to work, in Canada.

To qualify for the Indigenous Workforce Development funding stream, the internship candidate must identify as an Indigenous person (First Nation, Metis, or Inuit).

Organizations are eligible for two concurrent internships.

Colleges, universities and research institutions may be eligible for up to up to five research positions, in addition to two regular internship positions.



The Corporation of the City of Temiskaming Shores

By-law No. 2022-105

**Being a by-law to appoint John Telfer as Interim City Manager for
the City of Temiskaming Shores**

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

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

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

Whereas Christopher Oslund, City Manager submitted his resignation from the City of Temiskaming Shores effective July 1, 2022; and

Whereas Council discussed the Interim City Manager position at the Special Meeting of Council on Tuesday, June 14, 2022 and provided direction to the City Manager to extend an offer of employment to Mr. John Telfer; and

Whereas Mr. John Telfer has accepted the offer of employment as Interim City Manager for a period of eight-weeks.

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

1. That John Telfer be hereby appointed as Interim City Manager for The Corporation of the City of Temiskaming Shores effective July 1, 2022; and
2. That By-law No. 2011-031 being a by-law to appoint Christopher W. Oslund as City Manager be hereby repealed effective July 1, 2022.

Read a first, second and third time and finally passed this 21st day of June, 2022.

Mayor

Clerk

The Corporation of the City of Temiskaming Shores
By-law No. 2022-106
Being a by-law to enter into an Encroachment
Agreement with 29 Whitewood Inc.
Roll No. 54-18-010-004-184.00 (29 Whitewood Avenue)

Whereas under Section 8 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 9. (1) (a) and (b) of the Municipal Act 2001, S.O., 2001, c. 25, as amended, Section 8 shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues; and

Whereas 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 29 Whitewood Inc. wish to construct an exterior staircase to the second floor on the west side of the building located at 29 Whitewood Avenue which would necessitate an encroachment onto adjacent City-owned property; and

Whereas Council considered Administrative Report No. CS-021-2022 at the June 7, 2022 Regular Council meeting and directed staff to prepare the necessary by-law and encroachment agreement with 29 Whitewood Inc. for consideration at the June 21, 2022 Regular Council meeting.

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

1. That the Council of the Corporation of the City of Temiskaming Shores authorizes the entering into of an Encroachment Agreement with 29 Whitewood Inc., a copy annexed hereto as Schedule "A" and forming part of this by-law.
2. That Council agrees to charge an annual encroachment fee of \$50.00 to be added to the Owner's tax bill as an annual payment in lieu of property taxes.
3. That Council requires that the Owners pay the legal and land titles fees to register the agreement on title.
4. That the Mayor and Clerk are hereby authorized and directed to execute the Encroachment Agreement and any and all other documentation necessary to complete the agreement and the registering of the agreement on title.

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

Read a first, second and third time and finally passed this 21st day of June, 2022.

Mayor

Clerk

This Encroachment Agreement entered into on the 21st day of June, 2022.

Between:

29 Whitewood Inc.
(the “Owners”)

And:

The Corporation of the City of Temiskaming Shores
(the “City”)

Recitals:

The Owner is the registered and beneficial owner of land that is municipally known as 29 Whitewood Avenue; Roll No. 54-18-010-004-184.00 (the “Property”) and which is legally described as:

PLAN M11NB PT LOTS 13,14 PCL 2988SST, in the City of Temiskaming Shores;
District of Timiskaming

The Owner wishes to construct a 1.07 metre wide exterior staircase to the second floor on the west side of the existing building on the property which would encroach upon the adjacent City-owned lands; (the “Encroachment”).

Terms and Conditions

1. The Owners have provided the City with a sketch and project details which have been reviewed by City staff, a copy of which is hereto attached as Appendix 01;
2. The Owners are responsible to ensure that the Encroachment is constructed in accordance with Appendix 01 and the requirements of the Ontario Building Code;
3. The Owners are responsible to pay for all costs associated with the construction and maintenance of the Encroachment;
4. The Owners shall, if required, at their expense arrange to have amenities temporarily removed and reinstalled to permit the maintenance of underground utilities (Hydro, Gas, Phone, Storm, etc.);
5. The Owners shall indemnify and save harmless the City from and against any and all liabilities, claims, damages, actions and causes of action arising from the use of the Lands;

6. The Owner shall, on or before the **1st day of July** in each year, provide proof of liability insurance in the amount of **\$2 million** for the lands and all activities carried out thereon during use by the Owners.
7. In the event the City delivers written notice to the Owner that the City requires, for any purpose, the land which is affected by the Encroachment, the Owner shall, at its sole cost and expense either reconfigure or relocate the Encroachment in a manner acceptable to the City, acting reasonably, or in the alternative, remove the Encroachment.
8. The Owner covenants and agrees that this Encroachment Agreement is restricted to the Encroachment as proposed in Appendix 01 and Appendix 02, and the use, maintenance and repair thereof, not any expansions or further improvements thereto without the City’s written authorization.
9. This Encroachment Agreement shall remain in effect for the period commencing on the 1st day of July, 2022 and ending the 31st day of December, 2042.
10. This Encroachment Agreement shall be binding upon the Owners, its 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

29 Whitewood Inc.

Steve Ronald, 29 Whitewood Inc.

Municipal Seal

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

Mayor – Carman Kidd

Clerk – Logan Belanger

Appendix 02 Area of Encroachment



Subject to Encroachment Agreement

The Corporation of the City of Temiskaming Shores

By-law No. 2022-107

Being a by-law to enter into an agreement with Enterprise Fleet Management for light-duty fleet management services, expertise and strategic planning for the City of Temiskaming Shores

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

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

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

Whereas Council considered Administrative Report No. PW-022-2022 at the June 7, 2022 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into an agreement with Enterprise Fleet Management for light-duty fleet management services, maintenance services, and strategic planning for all of the existing light-duty fleet (24 vehicles) and nine (9) light-duty vehicles for replacement under the program on a pilot project basis, for consideration at the June 21, 2022 Regular Council meeting.

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

1. That Council authorizes the entering into a Master Equity Vehicle Lease Agreement with Enterprise Fleet Management for nine (9) light-duty fleet vehicles, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That Council authorizes the entering into a Full Maintenance Agreement with Enterprise Fleet Management for the nine (9) light-duty fleet vehicles under the Master Equity Vehicle Lease Agreement, a copy of which is attached hereto as Schedule "B" and forming part of this by-law.
3. That Council authorizes the entering into a Maintenance Management Agreement with Enterprise Fleet Management for the remaining 15 light-duty fleet vehicles, a copy of which is attached hereto as Schedule "C" and forming part of this by-law.
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 21st day of June, 2022.

Mayor

Clerk



Schedule "A" to

By-law 2022-107

Agreement between

The Corporation of the City of Temiskaming Shores

and

Enterprise Fleet Management

For a Master Equity Vehicle Lease Agreement with Enterprise Fleet Management for
nine (9) light-duty fleet vehicles

MASTER EQUITY VEHICLE LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, by and between Enterprise Fleet Management Canada, Inc. (“Lessor”), and the lessee whose name and address is set forth on the signature page below (“Lessee”).

1. LEASE OF VEHICLES:

(a) Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (“Vehicle(s)”) described in the schedules from time to time delivered by Lessor to Lessee as set forth below (“Schedule(s)”) for the leases and on the terms set forth in this Agreement and in the applicable Schedule. References to this “Agreement” shall include this Master Lease Agreement and the various Schedules and addenda to this Master Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the lease and other payments due with respect to the Vehicle. The terms contained in each Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. This Agreement is a lease only and Lessor will at all times remain the owner of the Vehicles and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable provincial or territorial income tax purposes with Lessor having all benefits of ownership. Notwithstanding the above, the Lessee hereby grants to the Lessor a security interest in the Vehicle(s) and any replacements, attachments, additions, or accessories thereto or proceeds thereof.

(b) This Section 1(b) will apply only when a Vehicle is located or is deemed by law to be located in the Province of Québec. The laws of the Province of Québec will apply to this Agreement. This Agreement shall constitute, in the Province of Québec, either (i) a master lease agreement as defined by the conjunction of Article 1851 and following and 2961.1 of the *Civil Code of Québec* (“CCQ”), or (ii) a master leasing agreement as defined by the conjunction of Articles 1842 and following and Article 2961.1 of the CCQ. It is the intention of the parties that the rights of the Lessor hereunder be subject to a single registration pursuant to Article 2961.1 of the CCQ. For the purposes of registration of a global one-time registration of this Agreement, “Vehicle” shall refer to and include the universality of all present and future vehicles together with all replacements, parts, repairs, additions, attachments, wiring, cabling, operating software, licences, and accessories incorporated which the Lessee requests the Lessor to lease to it from an existing fleet owned by Lessor or, in certain circumstances, to purchase for the purposes of Lessor leasing the same to Lessee, described in any Schedule. Where this Agreement is a master leasing agreement, in accordance with Article 1842 of the CCQ, Lessee acknowledges that the Vehicles have been acquired by the Lessor, or will be acquired by Lessor from one or more third persons at the demand of and in accordance with Lessee’s instructions. Lessee further acknowledges that Lessor has disclosed or will disclose to any such third person the contract of leasing in the deed of purchase, purchase order or otherwise, in accordance with Article 1844 of the CCQ.

2. TERM: The term of this Agreement (“Term”) for each Vehicle begins on the date such Vehicle is delivered to Lessee (the “Delivery Date”) and, unless terminated earlier in accordance with the terms of this Agreement, continues for the “Lease Term” as described in the applicable Schedule. The non-cancelable minimum Lease term for each Scheduled Vehicle is 367 days. Thereafter, the Lease Term may be renewed monthly for the lesser of the Maximum Lease term (autos: 50 months; light trucks: 60 months; and medium-duty trucks: 60 months) or the amortization term set in the respective Vehicle Schedule. Any termination prior to the end of term as specified in the Lease Schedule is subject to all of the provisions defined in Section 3 – Rent and other Charges.

3. LEASE PAYMENTS AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor the lease payments according to the Schedules and this Agreement. The lease payments will be in the amount listed as the “Total Monthly Lease Payments Including Additional Services” on the applicable Schedule and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly lease payments will begin on the first day of the next month. In addition to the monthly lease payments, Lessee agrees to pay Lessor a pro-rated lease charge for the number of days that the Delivery Date precedes the first monthly lease payment date. A portion of each monthly lease payment, being the amount designated as “Depreciation Reserve” on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the “Total Initial Charges” set forth in each Schedule on the due date of the first monthly lease payment under such Schedule. Lessee agrees to pay Lessor the “Service Charge Due at Lease Termination” set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees will be recalculated in accordance with the Rule of 78’s and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) As an incentive to the customer to maintain the Value of the Vehicles by good maintenance, repair and careful use during the Lease Term, the parties agree that the enhancement or reduction in value shall be compensated as follows:

Lessor agrees to pay Lessee within thirty (30) days after the end of the Term for each Vehicle, a refund of rent equal to the excess, if any, of the wholesale Value of such Vehicle as determined by Lessor in good faith over the Book value of such Vehicle.

Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the difference, if any, of the Book Value of such Vehicle over the wholesale value of such Vehicle as determined by Lessor in good faith.

However, if the Net Proceeds are less than the Guaranteed Residual (defined below), this rental charge is limited to the amount of the difference between the Guaranteed Residual and the Book Value. The Guaranteed Residual is 20% of the Delivered Price at the end of the minimum lease term and thereafter, 20% of the Book Value as of the end of the prior month. The Guaranteed Residual does not apply to Vehicles that have been subject to damage or any abnormal or excessive wear and tear (as determined by Lessor in good faith).

The “Book Value” of a Vehicle means the sum of (i) the “Delivered Price” of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by

Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any monthly lease payment or other amount owed by Lessee to Lessor which is not paid within 20 days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) 18%, or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all monthly lease payments and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without set-off, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Lessor of any maintenance agreement between Lessor and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the monthly lease payments and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations, orders and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a school bus or taxi or in contravention of any applicable federal, provincial, territorial or municipal law. Lessee agrees not to remove any Vehicle from the province or territory in which it is first registered by Lessor without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional monthly lease payments for such Vehicle at twice the normal pro-rated daily amount. Acceptance of such additional monthly lease payments by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal, provincial, territorial or municipal income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, lease, use or operation of the Vehicles during the Term or connected to this Agreement. If Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENCE AND CHARGES: Each Vehicle will be licensed in Lessor's name at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly lease payment, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, COMPLIANCE WITH LAWS: Lessee agrees, at its expense, to obtain in the name of Lessor all registration plates, permits, inspections and/or licences required in connection with the Vehicles, except for the initial Vehicle registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation which may be reasonably necessary for compliance with the provisions of this Section or any federal, provincial, territorial or local law, rule, regulation, ordinance or by-law. Lessee agrees that it will not permit any Vehicle to be located in a jurisdiction other than the jurisdiction in which such Vehicle is then registered for any continuous period of time that would require such Vehicle to become subject to the registration laws of such other jurisdiction. Each party shall comply with all applicable laws, and shall be responsible for ensuring that its employees, agents and representatives comply with all applicable laws including but not limited to applicable privacy legislation. The Lessee shall be solely responsible for obtaining all necessary consents when disclosing to the Lessor personal information of drivers or other individuals pursuant to this Agreement or Schedule thereto.

8. IMPROVEMENTS AND MAINTENANCE OF VEHICLES: Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements, and to (ii) furnish all labour, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to the Vehicles will become and remain the property of Lessor and will be returned with the Vehicles pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4, subject to repairing any damage caused to the Vehicle by such removal. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as a monthly lease payment. Without the prior written consent of Lessor, Lessee will not make any alterations, additions or improvements or add any replacement parts to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, maintain or repair any Vehicle (except as set forth in any Maintenance Agreement associated with any Vehicle), or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF OR A DEALER IN ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF OR A DEALER IN ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, CONDITION OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS

ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All conditions or warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle. No defect, unfitness or lack of governmental approval in, of or with respect to a Vehicle regardless of the cause or consequence will relieve Lessee from the performance of its obligations under this Agreement, including lease payments.

(c) Lessor will not be liable to Lessee for any liability, claim, loss, damage (direct, indirect, incidental or consequential) or expense of any kind or nature caused directly or indirectly by any Vehicle, or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle, or the use or maintenance of any Vehicle, or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, Lessor will have no liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to, or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). No Casualty Occurrence to any Vehicle will relieve Lessee from its obligation to submit its lease payments or to perform any of its other obligations under this Agreement. In the event of a Casualty Occurrence, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totalled Vehicle"), Lessee agrees to pay Lessor no later than the date 30 days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totalled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totalled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, the following insurance policies covering each Vehicle under a government regulated motor vehicle policy or any other standard motor vehicle insurance policy satisfactory to Lessor, insuring Lessee and Lessor against any damage, claim, suit, action or liability:

(i) Third Party Liability Coverage for bodily injury or death of any person or damage to any property (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) in the amount of \$1,000,000 or such higher amounts as required by law (\$5,000,000 limits for Vehicles capable of transporting more than 8 passengers); and

(ii) Collision & Comprehensive Coverage for the actual cash value of the applicable Vehicle or any higher limits as required by law. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

Lessee will be liable for the deductible in all instances of claim. If the requirements of any applicable law or governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher limits. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor as an additional insured and first loss payee. Each such insurance policy must provide the following: (i) that the policy may not be cancelled, changed or modified until after the insurer has given to Lessor or its assigns at least 30 days prior written notice of such proposed cancellation, suspension, non-renewal or reduction in coverage, (ii) that no act or default of Lessee or any other person shall affect the right of Lessor to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle, and (iii) that the coverage is "primary coverage" for the protection of Lessee and Lessor notwithstanding any other coverage carried by Lessee or Lessor protecting against similar risks. Original certificates evidencing such coverage and naming Lessor as an additional insured and loss payee shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. Where an Event of Default occurs, Lessee hereby appoints Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all cheques and other documents, and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, employees, servants, representatives and agents agree to cooperate fully with Lessor and any insurance carriers in the investigation, defence and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, statement, notice, summons or other process received in connection with such claim or action. Lessee authorizes Lessor to complete on Lessee's behalf any proof of loss and/or any other document necessary and requested by the insurer to ensure proper indemnification following any accident, loss, theft or claim involving the Vehicle.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if a Schedule includes a charge for physical damage management, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule, and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage management shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event that this Section 11(b) applies, the parties shall ensure that the insurance coverage for each Vehicle meets or exceeds the requirements of any applicable law or governmental or regulatory agency, including any applicable government regulated motor vehicle policy. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if a Schedule includes a charge for commercial automobile liability enrolment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee (either by adding Lessee as an additional insured under a commercial automobile liability insurance policy insuring Lessor, obtaining insurance on behalf of Lessee, or otherwise) the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage management and/or commercial automobile liability enrolment and cancel such physical damage management and/or commercial automobile liability enrolment upon giving Lessee ten (10) days written notice. Upon such cancellation, insurance in the minimum amounts as set forth in Section 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly lease charges payable by Lessee to reflect such insurance change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage as set forth in Section 11(a) within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage management and/or commercial automobile liability enrolment upon giving Lessee thirty (30) days prior written notice.

12. INDEMNITY: Lessee agrees to defend and indemnify Lessor from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable legal fees and expenses) which Lessor may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement.

13. INSPECTION OF VEHICLES, ODOMETER DISCLOSURE, FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense during the Term, all inspections of the Vehicles required by any applicable law, governmental authority, or maintenance agreement or guide relating to the Vehicle. Lessor will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all applicable odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete any odometer disclosure form as required by law may result in fines and/or other penalties. Lessee hereby agrees to ensure that any non-functioning odometer in any Vehicle is repaired as soon as Lessee becomes aware of same. Lessee also hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT, REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any lease payments or other amount due under this Agreement; (b) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement; (c) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (d) if any present or future guarantee in favour of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guarantee shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guarantee or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guarantee; (e) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; (f) the Lessee is unable to pay its debts when due, becomes insolvent or there is filed by or against it in any court a petition for winding-up, bankruptcy, insolvency, reorganization, or a receiver or trustee is appointed to oversee all or a portion of its assets, or an assignment for the benefit of creditors, dissolution, or liquidation is made by or against the Lessee, or any lien, attachment or levy of execution becomes attached to the Vehicle; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favour of Lessor or any affiliate of Lessor. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may declare all amounts outstanding under this Agreement as well as all amounts owing until the expiry of the Term hereof to be immediately due and payable without the necessity of presentment for payment, notice of non-payment, protest or demand; (b) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor and its agents and independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (c) Lessor may enforce performance by Lessee of its obligations under this Agreement; (d) Lessor may recover damages and expenses sustained by Lessor by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable legal fees and expenses, incurred by Lessor in attempting or effecting enforcement of its rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (e) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (f) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00, and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (g) Lessor may exercise any other right or remedy which may be available to Lessor under any other applicable law or in equity. In addition the Lessee expressly waives any action, claim or demand which it may have by reason of any of the aforementioned remedies or other remedies or acts which the Lessor or its employees, agents or representatives may do or leave undone in connection with any Event of Default. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and any or all of its rights and obligations hereunder to an affiliate of Lessor or otherwise for financial or securitization purposes. Lessee agrees, upon notice of any such assignment, pledge or transfer, to pay all amounts due or to become due under this Agreement to such assignee, pledgee or transferee. Each such assignee, pledgee or transferee will have all of the rights and obligations of Lessor under this Agreement that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favour of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing.

This Agreement and any security interest, rights of ownership of Lessor, and/or rights resulting from the lease thereby created in any Vehicle shall be subject to and subordinate to any security interest in the Vehicle created by Lessor in favour of the holder of, and pursuant to, a deed of commercial pledge, chattel mortgage, hypothec, loan agreement or other security agreement executed heretofore or hereafter covering the Vehicle, but Lessee shall make due and timely payment to such holder of all lease payments then and thereafter due hereunder, and such payments shall have the same effect as if made to Lessor. For purposes of this Agreement such notice of default and assignment shall constitute conclusive evidence thereof, and provided further that in the event of any Event of Default by Lessee, Lessee's rights hereunder shall terminate and such holder shall have the right to take immediate possession of the Vehicle and dispose of the Vehicle in the manner provided in such security agreement, securitization arrangement and/or hypothec.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except to duly authorized drivers or for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. Only an instrument in writing executed by both parties may make any modification or amendment of this Agreement. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. Lessee hereby waives, to the extent permitted by law, all rights, benefits and protection given to it with respect to this Agreement and any Vehicle by (i) Section 49 of the *Law of Property Act* (Alberta); (ii) *The Limitations of Civil Rights Act* (Saskatchewan); (iii) provisions of the *Civil Code of Québec* pertaining to the lease and/or leasing of things (save as otherwise set out in Sections 1(b) and 18 of this Agreement; and (iv) any applicable law of any jurisdiction now or hereafter in force that is similar to the aforesaid laws. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by registered mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective four business days after deposit in the mail, duly addressed, by registered mail, postage pre-paid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in counterparts (including electronic counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. Each person designated as a Lessee under this Agreement (if more than one) is joint and severally (in Quebec, solidarily) liable for all of the representations, warranties, covenants, agreements and obligations of the Lessee set forth in this Agreement. Unless otherwise stated herein, all monetary amounts referred to in this Agreement and the Schedules shall be in Canadian funds.

17. VEHICLE REGISTRATION CHANGE: VALID CONSENT OF LESSEE: Lessee hereby expressly consents to the release and disclosure to Lessor, pursuant to clause 2(1) (p) of the *Access to Motor Vehicle Information Regulation* made under the *Traffic Safety Act* (Alberta), or any successor or similar provincial legislation, of vehicle registration search reports, copies of registration certificates, vehicle information reports, demographic information search reports, or any other similar reports directly from a registry agent, Service Alberta office, or any other similar provincial vehicle registration authority, upon request from Lessor for the purpose of locating Lessee or any Vehicle, in order to update information relating to Lessor, and to change Lessor or Lessee on the Motor Vehicle System (MOVES) vehicle registration, or any other relevant vehicle registry, for any reason including but not limited to a corporate reorganization, assignment or transfer of a Vehicle or of this Agreement and any Schedule hereunder, or a failure to meet any obligation herein. Notwithstanding Section 16, Lessee hereby expressly consents to Lessor making any change necessary to the vehicle registration or other regulatory documentation, in its sole discretion, provided Lessor provides written notification to Lessee of such change.

18. SUCCESSORS AND ASSIGNS, GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor and its successors and assigns. Subject to the vehicle registration and insurance requirements of any province or territory in which a Vehicle is located, this Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Notwithstanding the preceding two sentences, the laws of the Province of Québec shall apply to the creation, validity, enforceability and registration of the rights of ownership of the Lessor and/or rights resulting from a lease in respect of any Vehicle located or deemed by law to be located in Québec, or when the Lessee is domiciled in the Province of Québec.

19. ENGLISH LANGUAGE: It is the express wish of the parties that this Agreement and any related documents and notices be drawn up in English. *Ce Contrat et les documents et avis y afférant sont rédigés et exécutés en anglais à la demande expresse des parties.*

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year last below written.

LESSEE: _____

LESSOR: Enterprise Fleet Management Canada, Inc.

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date Signed: _____, _____

Date Signed: _____, _____



Schedule “B” to

By-law 2022-107

Agreement between

The Corporation of the City of Temiskaming Shores

and

Enterprise Fleet Management

For a Full Maintenance Agreement with Enterprise Fleet Management for the nine (9) light-duty fleet vehicles under the Master Equity Vehicle Lease Agreement

FULL MAINTENANCE AGREEMENT

This Full Maintenance Agreement (“Agreement”) is entered into as of the ____ day of _____ by and between Enterprise Fleet Management Canada, Inc. (“Enterprise”), and _____ (“Lessee”).

1. TERM AND TERMINATION. The term of this Agreement shall apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the “Covered Vehicle(s)”) and shall take effect upon delivery of the Covered Vehicle to Lessee and shall continue for month to month thereafter for each Covered Vehicle until terminated as set forth herein (“Term”). Enterprise and Lessee shall each have the right to terminate this Agreement effective as of the last day of any month with respect to any or all of the Covered Vehicles upon providing not less than sixty (60) days prior written notice to the other party. The termination of this Maintenance Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations which have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, or that continue to apply to Covered Vehicles not subject to termination, and in all of the aforesaid situations, such rights and obligations shall continue to be governed by the terms of this Agreement.

2. VEHICLE REPAIRS AND SERVICE. Enterprise agrees that, during the Term, for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, Enterprise will pay for or reimburse Lessee for Lessee’s payment of all costs and expenses incurred in connection with the maintenance or repair of such Covered Vehicle. This Agreement does not cover and Lessee shall remain responsible for and pay for (a) fuel, (b) oil and other fluids or filter between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which are installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle), (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, Act of God, an object striking a Covered Vehicle, improper use or operation of a Covered Vehicle (including, without limitation, violating applicable laws, driving over curbs, overloading, racing or other competition) or Lessee’s failure to maintain a Covered Vehicle as recommended by the manufacturer, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles, (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement, or (iii) front axle alignment, or (l) maintenance or repairs in province locations where maintenance costs exceed the Canadian national average cost by 20% or greater. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary maintenance, work, services or repairs (collectively, the “Services”) performed by a reputable service facility acceptable to Enterprise. In every case, if the cost of such Services will exceed \$75.00, Lessee must obtain Enterprise’s written consent and instructions as to where and the extent to which such Services will be performed. Lessee agrees to furnish Enterprise with an invoice for all Services to a Covered Vehicle accompanied by a copy of the shop or service order which must disclose the measured odometer reading in kilometres. Enterprise shall not be obligated to pay for any unauthorized charges or those exceeding \$75.00 for Services relating to any Covered Vehicle unless Lessee has complied with this Agreement. Enterprise shall not have any responsibility to pay for any Services in excess of the services recommended by the manufacturer, unless otherwise agreed to by Enterprise. Notwithstanding any provision of this Agreement to the contrary, Enterprise is not required to provide or pay for any Services relating to any Covered Vehicle when the odometer reads 160,000 kilometres or greater.

3. ENTERPRISE CARDS: Enterprise may, at its option, provide Lessee with an authorization card (the “Enterprise Card”) for use in authorizing the payment of charges incurred in connection with the Services of the Covered Vehicles. Lessee agrees to be liable to Enterprise for, and upon receipt of a monthly or other statement from Enterprise, Lessee agrees to promptly pay to Enterprise, all charges made by or for the account of Lessee with the Enterprise Card (other than any charges which are the responsibility of Enterprise under the terms of the Master Lease Agreement or this Agreement). Enterprise reserves the right to change the terms and conditions for the use of the Enterprise Card at any time. The Enterprise Card remains the property of Enterprise and Enterprise may revoke Lessee’s right to possess or use the Enterprise Card at any time. Upon the termination of this Maintenance Agreement relating to any or all Covered Vehicles, or upon demand by Enterprise, Lessee must return the Enterprise Card to Enterprise. The Enterprise Card is non-transferable.

4. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and shall be due and payable in advance on the first day of each month. Any monthly maintenance fee or other amount owed by Lessee to Enterprise under this Agreement which is not paid within 20 days after its due date will accrue interest from the date due until paid in full at a rate per annum equal to the lesser of: (i) 18% per annum, or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth in the applicable Schedule allows the number of kilometres per month as set forth in the same Schedule. Lessee agrees to pay Enterprise at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an excess kilometre charge fee for any kilometres in excess of this permitted kilometre amount per month as set forth in the same Schedule.

5. NO WARRANTIES. Lessee acknowledges that Enterprise does not perform Services on the Covered Vehicles but rather Enterprise arranges for Services on the Covered Vehicles to be performed by third parties. ENTERPRISE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, WORK, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION, WARRANTY OR CONDITION AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH

SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, WORK, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS MAINTENANCE AGREEMENT OR ANY OTHER AGREEMENT, INCLUDING BUT NOT LIMITED TO THE PAYMENT TO ENTERPRISE OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

6. MISCELLANEOUS. Any term, condition or provision of this Agreement which is or shall be deemed to be void, prohibited or unenforceable shall be severable herefrom and ineffective to the extent of being void, prohibited or unenforceable but shall not affect the validity of any other term, condition or provision all of which shall remain in full force and effect. This Agreement shall be deemed to have been made in the Province of Ontario, and shall be governed by, construed under, and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without giving effect to any conflict of laws principles. It is the express wish of the Parties that this Agreement and any related documents and notices be drawn up in English. Ce Contrat et les documents et avis y afférant sont rédigés et exécutés en anglais à la demande expresse des parties. The Lessee shall, at the request of the Lessor, execute such other agreements, documents and instruments in connection with the Lease as the Lessor may reasonably require.

IN WITNESS WHEREOF, Enterprise and Lessee have executed this Full Maintenance Agreement as of the day and year first above written.

Lessee: _____

Enterprise: Enterprise Fleet Management Canada, Inc.

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date Signed: _____, _____

Date Signed: _____, _____



Schedule "C" to

By-law 2022-107

Agreement between

The Corporation of the City of Temiskaming Shores

and

Enterprise Fleet Management

For a Maintenance Management Agreement with Enterprise Fleet Management for the remaining 15 light-duty fleet vehicles

MAINTENANCE MANAGEMENT AGREEMENT

This Agreement is entered into as of the _____ day of _____, by Enterprise Fleet Management Canada Inc. ("EFM"), and ("Company").

WITNESSETH:

1. EFM CARDS: Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over \$100, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Lessee's Fleet Manager. If Lessee prefers that EFM handle the damage repair, Lessee agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and lessee agrees to reimburse for repairs as outlined in this agreement. If the lessee desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Lessee.

3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

4. NO WARRANTY: EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

5. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

6. NOTICES: All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective five (5) days after deposit in the Canadian mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.

10.00

7. **FEES:** EFM will charge the Company for the service under this Agreement \$_____ per month per Card.

8. **MISCELLANEOUS:** This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the Province of Ontario (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management Agreement as of the day and year first above written.

Company: _____

EFM: Enterprise Fleet Management Canada, Inc.

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date Signed: _____, _____

Date Signed: _____, _____

The Corporation of the City of Temiskaming Shores

By-law No. 2022-108

**Being a by-law to amend By-law No. 2019-181 to Adopt Multi-Year
Accessibility Plan 2019-2023**

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

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

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

Whereas Council adopted By-law No. 2019-181 to adopt a Multi-Year Accessibility Plan 2019-2023, for the City of Temiskaming Shores at the December 3, 2019 Regular Council meeting; and

Whereas Council considered Memo No. 027-2022-CS at the June 21, 2022 Regular Council meeting, and directed staff to amend By-law No. 2019-181 to adopt a Multi-Year Accessibility Plan 2019-2023, amend staff contacts information and to append an Accessible Maintenance of Public Spaces Procedure as Appendix A to the Plan, for consideration at the June 21, 2022, 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. 2019-181, be amended by adding the following statement following the first paragraph in Section 1.2 Statement of Commitment:

The City is committed to meeting the maintenance requirements for preventative and emergency maintenance of accessible elements in public spaces, and for implementing procedures for dealing with temporary disruptions when accessible elements in public spaces are not in working order (see Appendix A).

2. That Schedule "A" to By-law No. 2019-181, be amended by replacing the Plan Inquires Contact under Section 1.3 Key Contacts, with the following:

PLAN INQUIRIES

Municipal Clerk

Telephone: 705 672 3363 ext. 4136

Email address: clerk@temiskamingshores.ca

3. That Schedule "A" to By-law No. 2019-181, be amended by replacing the Capital Facilities Contact under Section 1.3 Key Contacts, with the following:

CAPITAL FACILITIES

Mathew Bahm, Director of Recreation

Telephone: 705 672 3363 ext 4106

Email address: mbahm@temiskamingshores.ca

4. That Schedule "A" to By-law No. 2019-181, be hereby amended by adding an Appendix "A", titled Accessible Maintenance of Public Spaces Procedure, a copy of which is hereto attached and forms part of this by-law.
5. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 21st day of June, 2022.

Mayor

Clerk

Appendix A: Accessible Maintenance of Public Spaces Procedure

Background

Section 80.44, Maintenance of Accessible Elements, under Ontario Regulation 191/11 for the Integrated Accessibility Standards, made under the Accessibility for Ontarians with Disabilities Act, 2005 (AODA), outlines that in addition to the accessibility plan requirements set out in Section 4 of the above-mentioned regulation, obligated organizations, other than small organizations, shall ensure that their multi-year accessibility plans include the following:

1. Procedures for preventative and emergency maintenance of the accessible elements in public spaces as required under this Part.
2. Procedures for dealing with temporary disruptions when accessible elements required under this Part are not in working order.

Purpose

Accessible public spaces include specific features that make it easier for everyone – people with disabilities, seniors and families – to use public spaces. Maintenance procedures are important to ensure that people with disabilities can access public spaces, and are important to retain an accessible environment that is safe and useable by everyone.

Maintenance Procedures

Preventative and Emergency Maintenance

Accessible elements of public spaces and buildings will be inspected on a regular basis. Elements that are found to have defects or need maintenance will be identified, and a plan will be developed to correct the defect or maintenance issue.

If an accessible element requires emergency maintenance or repairs, it will be taken out of service. Necessary repairs will be assessed and addressed based on priority.

Service Disruptions

In the event of a service disruption to the accessible parts of its public spaces during business hours, the City will notify the public as soon as reasonably possible of the service disruption and available alternatives. In the case of a planned disruption, the City will post signage on-site at least two (2) days prior to the disruption. It will also post a notice on the its website. The City will also provide notification by other means deemed appropriate to the disruption (print or radio ads, social media, press release, etc.). Persons who have appointments at any location operated by the City will be

notified by telephone of a cancellation or alternatives available prior to the disruption and the estimated time of restoration.

The Corporation of the City of Temiskaming Shores

By-Law No. 2022-109

**Being a by-law for the Acquisition of the One-Foot (1')
Reserve on Paddon Crescent for Public Use within the City
of Temiskaming Shores**

Whereas under Section 10, of the Municipal Act, 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 28, of the Municipal Act, S.O. 2001, c.25, as amended, a municipality may pass by-laws in respect of a highway if it has jurisdiction over the highway; and

Whereas Council acknowledged receipt of Memo No. 028-2022-CS at the June 21, 2022 Regular Council Meeting, and directed staff to prepare the necessary by-law authorizing the acquisition of PIN 31343-0027 and PIN 61343-0030 (i.e., one foot reserve running along Paddon Crescent) without consideration, and to authorize the consolidation of the above-noted PINs with PIN 61343-0026 (Paddon Crescent) for public use.

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

1. That Council authorizes the acquisition of PIN 31343-0027 and PIN 61343-0030 (described as Block 22 and Block 23 respectively on Plan of Subdivision 54M – 351), without consideration.
2. That Council authorizes the consolidation of PIN 31343-0027 and PIN 61343-0030 (described as Block 22 and Block 23 respectively on Plan of Subdivision 54M – 351), with PIN 61343-0026 (Paddon Crescent) for public use.
3. 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, to finalize the acquisition of PIN 31343-0027 and PIN 61343-0030, and for their consolidation into PIN 61343-0026.

Mayor

Clerk

The Corporation of the City of Temiskaming Shores

By-law No. 2022-110

Being a by-law to adopt the Timiskaming District Joint Compliance Audit Committee Terms of Reference under the Municipal Elections Act, 1996

Whereas Section 88.37 (1) of the Municipal Elections Act, 1996 requires municipalities to appoint Compliance Audit Committees to deal with matters regarding election campaign finances before October 1 of an election year; and

Whereas Section 88.37 (6) establishes that the Clerk of the municipality shall establish administrative practices and procedures for the compliance audit committee; and

Whereas Council considered Administrative Report No. CS-023-2022 at the June 21, 2022 Regular Council meeting, and directed staff to prepare the necessary by-law to adopt the Timiskaming District Joint Compliance Audit Committee Terms of Reference for the 2022-2026 term, for consideration at the June 21, 2022 regular Council meeting; and

Whereas the following District and area municipalities deem it necessary to establish Terms of Reference for a Joint Compliance Audit Committee:

| | |
|-----------------------------------|----------------------------|
| Township of Armstrong | Township of Brethour |
| Township of Casey | Township of Chamberlain |
| Municipality of Charlton and Dack | City of Temiskaming Shores |
| Town of Cobalt | Township of Coleman |
| Town of Englehart | Township of Evanturel |
| Township of Gauthier | Township of Harley |
| Township of Harris | Township of Hilliard |
| Township of Hudson | Township of James |
| Township of Kerns | Town of Kirkland Lake |
| Township of Larder Lake | Town of Latchford |
| Township of Matachewan | Township of McGarry |
| Village of Thornloe | Municipality of Temagami |

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

1. That the business of the Timiskaming District Joint Compliance Audit Committee be conducted in accordance with the Terms of Reference set out in Schedule "A" attached hereto, which shall form part of this By-Law.
2. That the Clerk be delegated authority to amend the said Terms of Reference in accordance with the Timiskaming District Joint Compliance Audit Committee Administrative Practices and Procedures, as established by the Clerk.
3. That By-law No. 2018-119 is repealed upon this By-law coming into force and effect.
4. That this By-law shall come into force and take effect on November 15, 2022.

Read a first, second and third time and finally passed this 21st day of June, 2022.

Mayor

Clerk



Schedule “A” to

By-law 2022-110

Timiskaming District Joint Compliance Audit Committee Terms
of Reference

Timiskaming District Joint Compliance Audit Committee Terms of Reference (2022-2026)

Committee Mandate

The Timiskaming District Joint Compliance Audit Committee (hereinafter referred to as "TDCAC" or "Committee"), for the 2022-2026 Term of Council has full delegation of the authority under sections 88.33, 88.34, 88.35, 88.36 and 88.37 of the *Municipal Elections Act*, 1996 (hereinafter referred to as "MEA"), to receive and make decisions on applications for compliance audits of candidates' and registered third party advertisers' 2022 municipal election campaign finances and any by-election campaign finances during the 2022 - 2026 Council term. The TDCAC is also responsible for reviewing reports submitted to the TDCAC by the Clerk with respect to any contributor who appears to have contravened any of the contribution limits to a candidates' or registered third party election campaign.

Scope of Responsibilities

The powers and functions of the TDCAC are set out in sections 88.33 to 88.37 of the MEA and are generally described as follows:

1. Within 30 days of receipt of an application requesting a compliance audit, the Committee shall consider the compliance audit application and decide whether it should be granted or rejected, with brief written reasons for the decision;
2. If the application is granted, the Committee shall appoint an auditor to conduct a compliance audit of the candidate's election campaign finances or the campaign finances of the registered third party;
3. The Committee will review the auditor's report within 30 days of receipt and shall decide whether legal proceedings should be commenced, with brief written reasons for the decision; and
4. Within 30 days after receipt of a report from any member municipality's Clerk of any apparent contribution in excess of the contribution limits to a candidate or registered third party, the Committee shall consider the Clerk's report and decide whether legal proceedings should be commenced, with brief written reasons for the decision.

The TDCAC is responsible for addressing any candidate's or registered third party advertisers' compliance audit applications or any candidate's or registered third party advertiser's contribution limits Clerk Reports originating from any of the following member municipalities during the 2022 to 2026 Council term:

Township of Armstrong, Township of Brethour, Township of Casey, Township of Chamberlain, Municipality of Charlton and Dack, City of Temiskaming Shores,

Town of **Cobalt**, Township of **Coleman**, Town of **Englehart**, Township of **Evanturel**, Township of **Gauthier**, Township of **Harley**, Township of **Harris**, Township of **Hilliard**, Township of **Hudson**, Township of **James**, Township of **Kerns**, Town of **Kirkland Lake**, Township of **Larder Lake**, Town of **Latchford**, Township of **Matachewan**, Township of **McGarry**, Village of **Thornloe**, and the Municipality of **Temagami**.

Committee Structure

The Committee shall be comprised of three (3) voting members of the public, with the provision for two (2) additional alternate members, all of who are qualified individuals.

Committee members will be appointed by each municipal member Council in accordance with each member municipality's established procedures.

At its first meeting, the Committee shall select and appoint one (1) of its members to act as a Chair and one (1) of its members to act as a Vice Chair for the duration of the Committee's term.

Alternate members will be called upon in the event that one of the three (3) voting members is unable to serve and/or attend meetings during the period of appointment, or, if a member resigns from the Committee or is disqualified. Alternate members assume all of the rights and privileges of a voting member, if called upon.

The Clerk, or their designate, of the respective municipality will act as recording secretary and provide administrative support to the Committee.

The Clerk within each member municipality shall establish administrative practices and procedures for the Committee and shall carry out any other duties required under the MEA to implement the Committee's decisions.

Membership Selection Criteria

Members must possess an in-depth knowledge of the campaign financing rules of the MEA, therefore, preference will be given to applicants from the following stakeholder groups:

1. Accounting and audit - accountants or auditors with experience in preparing or auditing the financial statements of municipal candidates; and/or
2. Legal profession with experience in municipal law, municipal election law or administrative law; and/or
3. Academic - college or university professors with expertise in political science or local government administration; and/or

4. Other individuals with demonstrated knowledge of the Municipal Act, 2001 and campaign financing rules of the MEA.
5. Additional skills and experience:
 - a. Proven analytical and decision-making skills; and/or
 - b. Experience working on committees, task forces or similar settings; and/or
 - c. Availability and willingness to attend meetings.

To avoid a conflict of interest, any auditor or accountant appointed to the Committee must not have undertaken an audit or prepared the financial statements of any of the candidates or registered third party involved in the 2022 Municipal Elections for any member municipality.

All applicants will be required to complete an application form outlining their qualifications and experience.

As part of the application process, members must agree that they will not file nomination papers or register as a third party advertiser within any of the member municipalities, work or volunteer for, or contribute to, any candidate or registered third party in any capacity in an election within any of the member municipalities, or provide advice to any candidate running for municipal office or any registered third party within any of the member municipalities.

The Clerk, or their designate, from certain member municipalities will serve on the Selection Working Group for the TDCAC. The Selection Working Group shall meet to review all applications received based upon the membership selection criteria. The Selection Committee shall prepare a list for appointment according to the process approved by the Councils of the member municipalities.

Qualifications

A person is eligible for appointment to the TDCAC who is:

- an individual who is normally resident in Ontario;
- a Canadian citizen, and
- at least 18 years old.

Disqualification

As per Section 88.37 (2) of the MEA:

1. Anyone who has participated as candidates or register third party advertisers in any of the member municipality elections, or who have conducted audits or provided financial advice in respect of such campaigns, would be disqualified from participation on the TDCAC; and

2. Members of council, staff, members of the public elected to serve on any committee of council or local board, and candidates running for office in the 2022 Municipal Election or registered third party advertiser from any member municipality.

Should an appointed member accept employment with any of the member municipalities or register as a candidate or third party advertiser with any of the member municipalities, their appointment will be terminated.

Vacancy

If there is a Committee vacancy resulting from disqualification or otherwise, individuals qualified and interested in appointment shall be sought by using one or more of the following methods; inviting applications by posting a notice, contacting previous Committee members, or reviewing previous Committee applications received. This will be determined by the Clerks of the member municipalities. Once a qualified applicant has been determined, each of the member municipalities shall report to their respective Councils and present an amending By-Law to fill the vacancy.

Meetings

The Committee members will be required to participate in an orientation training session as a condition of the appointment.

The Committee shall meet, as needed. Subsequent meetings of the same matters will be held at the call of the Chair. All time frames established in the MEA and regulations shall be adhered to.

When a member municipality is in receipt of either a compliance audit application or a report of the Clerk, the Clerk of the applicable member municipality shall contact the Committee Members and arrange for a meeting to consider the compliance audit request or report of the Clerk.

Meeting Procedures

Meetings of the Committee shall be conducted in accordance with the Administrative Practices and Procedures for the TDCAC as established by the Clerks of the member municipalities.

Pursuant to the MEA, the meetings of the Committee shall be open to the public, but the Committee may deliberate in private.

The Committee may put in place open meeting requirements and other provisions similar to that of the *Municipal Act*, and any other applicable legislation as required.

The Clerk shall cause reasonable notice of meetings, when required under the MEA, in accordance with the Administrative Practices and Procedures for the MCAC.

The websites of the member municipalities will be utilized to communicate the meeting notices, agendas and minutes, and will be made available in alternate formats upon request.

Committee records shall be kept in accordance with Section 88 of the MEA and the member municipality's most current Record Retention Schedule.

Meeting Location

The TDCAC meetings shall be held in person or via electronic participation, to be determined by the Clerk of the applicable member municipality. The date and location shall also be determined by the respective Clerk.

Reporting and Communication Structure

The TDCAC will report to the respective Council(s), if necessary, subject to the requirements of the MEA.

Governance

Any responsibilities not clearly identified within these Terms of Reference shall be in accordance with Sections 88.33 to 88.37 of the MEA and the Administrative Practices and Procedures for the MCAC.

Term: Members will be appointed no later than October 1, 2022 for the four (4) year term commencing November 15, 2022 to November 14, 2026. If an audit goes beyond the Committee term, the appointment may require an extension.

Costs

In accordance with the MEA, the council or local board, as the case may be, shall pay all costs in relation to the Committee's operation and activities. The municipality from where the compliance audit application or Clerk's report originates shall pay all costs in relation to the Committee's operation and activities regarding that specific request or report, including but not limited to general costs associated with the Committee, costs of any audit that takes place and costs of legal counsel for the Committee.

Conflict of Interest

Members shall abide by the rules outlined within the *Municipal Conflict of Interest Act*, and shall disclose any pecuniary interest to the recording secretary and absent themselves from meetings for the duration of the discussion and voting (if any) with respect to the matter.

Remuneration

Per diem rate of \$150.00 per meeting or training session Mileage: \$0.50 per kilometer.

The Corporation of the City of Temiskaming Shores

By-law No. 2022-111

**Being a by-law to execute an Agreement between the City of
Temiskaming Shores and Kidd Crest Farms Inc. (Michael Kidd)
o/a South Temiskaming Animal Control Services for the
provision of Animal Control and Pound Services**

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

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

Whereas Council considered Administrative Report CS-024-2022 at the June 21, 2022 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a three (3) year agreement with Kidd Crest Farms Inc. o/a South Temiskaming Animal Control Services for Animal Control and Pound Services in the amount of \$78,740 annually plus applicable taxes, for consideration at the June 21, 2022 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 the Corporation of the City of Temiskaming Shores enters into an agreement with Kidd Crest Farms o/a South Temiskaming Animal Control Services for the provision of Animal Control and Pound Services, a copy attached hereto as Schedule "A" forming part of this by-law.
2. That the Mayor and Clerk are hereby authorized to sign and seal the said agreement on behalf of the Corporation.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 21st day of June, 2022.

Mayor

Clerk



Schedule “A” to

By-law 2022-111

Agreement between

The Corporation of the City of Temiskaming Shores

And

**Kidd Crest Farms Inc. (Michael Kidd) o/a South Temiskaming
Animal Control Services**

for the provision of Animal Control and Pound Services

This agreement made this 21st day of June, 2022.

Between:

The Corporation of the City of Temiskaming Shores
herein after referred to as the "City"

And:

**Kidd Crest Farms Inc. o/a South Temiskaming Animal Control
Services**
herein after referred to as the "Contractor"

Whereas the City deems it desirable to enter into an Agreement for Animal Control and Pound Services as herein set forth;

Now therefore in consideration of the mutual covenants herein expressed the parties hereto covenant and agree as follows:

1.0 Term

- 1.1 This Agreement shall remain in effect for a three (3) year term commencing on August 1, 2022 and terminating on July 31, 2025.
- 1.2 At the termination date of this agreement, the agreement will continue on a monthly basis at the current rate until a new agreement is signed or until cancelled on thirty (30) days notice by either party. The City shall not be liable for costs or damages of any kind caused to the contractor by such cancellation.

2.0 Renewal

- 2.1 The Parties shall have the right, if not otherwise in default, of renewing the agreement for a period of two (2) years. The terms and conditions shall be negotiated at signing. The Contractor shall be required to give written notice of her intention to renew the lease on or before the 1st day of May prior to the commencement of the renewal term.

3.0 Creation and Nature of Relationship

- 3.1 The City will appoint the Contractor as a License Agent and Registrar to act on the City's behalf for dog and cat tags in accordance with the provisions of the Animal Control By-law.
- 3.2 The City will appoint the Contractor and his designated Animal Control Officers as Municipal Law Enforcement Officers.

- 3.3 This Agreement is an Agreement for services to be rendered to the City as an independent Contractor, and the parties have not created and do not intend to create by this Agreement or any subsequent renewals or extension thereof, a joint venture, partnership or employee relation between them.
- 3.4 The Contractor will provide the Contractor’s services to the City of Temiskaming Shores as an independent contractor and not as an employee.

Accordingly:

- The Contractor agrees that the City shall have no liability or responsibility for the withholding, collection or payment of any taxes, employment insurance premiums or Canada Pension Plan contributions on any amounts paid by the City to the Contractor or amounts paid by the Contractor to its employees or contractors. The Contractor agrees to indemnify the City from any and all claims in respect to the Company’s failure to withhold and/or remit any taxes, employment insurance premiums or Canada Pension Plan contributions.
- The Contractor agrees that as an independent contractor, the Contractor will not be qualified to participate in or to receive any employee benefits that the city may extend to its employees.
- The Contractor is free to provide services to other clients so long as there is no interference with the Contractor’s contractual obligations to the City.
- The Contractor has no authority to and will not exercise or hold itself out as having any authority to enter into or conclude any contract or to undertake any commitment or obligation for, in the name of or on behalf of the City.

4.0 Services Provided

4.1 Pound Services

4.1.1 As Poundkeeper, the Contractor shall provide a certified (inspected) pound pursuant to the Animals for Research Act R.S.O. 1990 c. A.22 as amended from time to time. This Pound shall serve as the municipal pound for receiving and caring for animals, and for the burial, euthanizing or cremation of dead animals. The Contractor shall also provide at his or her own expense all labour, vehicles, tools, equipment, etc. for the performance of such work.

4.1.2 The Contractor agrees to provide pound services at the location described below, and on those days and times as set out below:

Location of Pound:

884415 Hwy 65W New Liskeard, ON
P0J 1P0

Normal Hours of Operation – Pound Services

| Days | Minimum Requirements |
|--------------------|--|
| Monday to Friday | 8:00 a.m. to 4:30 p.m. by appointment. |
| Saturday | 8:00 a.m. to 4:30 p.m. by appointment. |
| Sunday | Closed |
| Statutory Holidays | Closed |

- 4.1.3 The Contractor shall carry out the duties of Poundkeeper and operate the Pound in accordance with the provisions of the City’s Animal Control By-law; The Animals for Research Act; The Dog Owners Liability Act; Protection of Livestock and Poultry from Dogs Act; The Livestock, Poultry and Honey Bee Protection Act; The Pounds Act; The Provincial Offences Act; The Municipal Act, as well as any regulations passed thereunder.
- 4.1.4 The Pound is to be capable of housing a minimum of five (5) dogs and ten (10) cats.
- 4.1.5 Care and cleanliness within the Pound shall comply with the standards prescribed by the Animals for Research Act and shall be inspected by the Ontario Ministry of Agriculture and Food, Animal Industry Branch Inspectors. Copies of all Animal Industry Branch Inspector reports carried out during this Agreement shall be forwarded to the City within 7 days of the Inspection.
- 4.1.6 The Contractor shall maintain a complete record of all Pound Services as stipulated under the Animals for Research Act – Regulation No. 23, Pounds, and, submit a Monthly Pound Services Report to the City by the 15th day of the next month.
- 4.1.7 The Contractor may put up for adoption any animal in the Contractors care after expiration of the redemption period. In such a case, the Contractor shall be responsible for the cost or care of the animal from the date of impound.
- 4.1.8 In the event a dog or cat is adopted by a resident of the City of Temiskaming Shores then the Contractor agrees to sell a license to the new owner pursuant to the Animal Control By-law and to record the name, address, telephone number and impound number.
- 4.1.9 The Contractor may arrange for euthanasia and dispose of impounded animals that have not been claimed, in accordance with the Animal Control By-law and The Animals for Research Act.
- 4.1.10 The Contractor will assist the City in providing a program of humane

services for the residents of the City of Temiskaming Shores by receiving, accepting and euthanizing any animal released to the City for euthanasia purposes.

4.1.11 The Contractor agrees to provide for the legal disposal of animals.

4.1.12 In the event a dead animal cannot be buried or otherwise disposed of immediately, freezing is permitted in an approved freezing appliance. Frozen cadavers shall be maintained at a constant temperature not higher than -5 degrees Celsius.

4.1.13 The Contractor shall be responsible for the care, feeding, impounding and quarantining of all animals placed in its care and for the payment of supplies, materials and equipment for the provision of such care and feeding.

4.2 Animal Control Services

4.2.1 **Normal Hours of Operation:** The Contractor shall provide a minimum of one (1) Animal Control Officer on duty with vehicle and equipment as required, on those days and times as set out below:

Normal Hours of Operation – Animal Control Services

| Days | Minimum Requirements |
|--------------------|------------------------|
| Monday to Friday | 8:00 a.m. to 4:30 p.m. |
| Saturday | 8:00 a.m. to 4:30 p.m. |
| Sunday | Closed |
| Statutory Holidays | Closed |

4.2.2 **After Hours Service:** The Contractor agrees to provide the following services to the City at such times of the day outside of the normal hours of operation:

- a) Respond to calls within the geographic boundaries of the City of Temiskaming Shores, with respect to injured dogs and/or cats that require emergency treatment;
- b) Respond to calls within the geographic boundaries of the City of Temiskaming Shores, involving vicious dog or vicious cat at large complaints;
- c) Respond to requests for assistance from the City’s By-law Enforcement Officer or the Ontario Provincial Police;
- d) The supply of an Animal Control Officer, vehicle and equipment as

may be required to respond to any such calls as noted above.

- 4.2.3 **Issue Provincial Offence Notices** to those persons who have violated the Animal Control By-law.
- 4.2.4 **Appear in Provincial Court** to give evidence regarding infractions of the Animal Control By-law or any associated provincial legislation
- 4.2.5 **Deal with complaints** from the public in connection with dogs or cats being permitted to run at large.
- 4.2.6 **Deal with complaints** from the public in connection with dogs or cats making unnecessary noise.
- 4.2.7 **Co-operate with other enforcement agencies**, as directed, in dealing with domestic animals.
- 4.2.8 **Aid to injured animals** found on public property, administer euthanasia if necessary.
- 4.2.9 **Maintain a complete record of all Animal Control Services**, including but not limited to the Monthly Animal Control Activity Report and the Monthly Occurrence Report to be submitted to the City on or before the 15th day of the next month.
- 4.2.10 **Provide additional records** and/or reports as required from time to time by the City.
- 4.2.11 **Provide patrols** for a minimum of 10 hours per week and complete a Monthly Record of Patrols to be submitted to the City on or before the 15th day of the next month. Patrols may be at the discretion of the City.
- 4.2.12 **Pro-actively sell dog and cat tags** in accordance with the City’s Animal Control By-law and remit tag fees to the City each month on or before the 15th day. Act as the Registrar for dog and cat tags and submit the Register to the City on or before the 15th day of each month. Method of sale may include but are not limited to appointing Licence Agents, door-to-door sales, public service announcements, mailouts, website, kiosks, etc.
- 4.2.13 **Maintain a webpage** on the City’s website which may include hours of operation for Animal Control and Pound Services, FAQs, Contact information, Fees, Fines and POA process.
- 4.2.14 The Contractor shall carry out the duties of Animal Control Officer in accordance with the provisions of the City’s Animal Control By-law; The Animals for Research Act; The Dog Owners Liability Act; Protection of

Livestock and Poultry from Dogs Act; The Livestock, Poultry and Honey Bee Protection Act; The Pounds Act; The Provincial Offences Act; The Municipal Act, as well as any regulations passed thereunder.

5.0 Staffing

5.1 Required Information

- 5.1.1 Animal Control Officer(s) shall, at the start of the contract, and any renewal thereof, be required to provide a Police Records Search Certificate Intended for the Vulnerable Sector for all appointed officers.
- 5.1.2 Animal Control Officer(s) shall provide proof of completion of Accessible Customer Service Training within 30 days of the start of the contract.

5.2 Minimum Qualifications

- 5.2.1 Knowledge of and ability to enforce the City’s Animal Control By-law as well as all associated municipal policies, procedures and directives as amended from time to time.
- 5.2.2 An understanding and ability to apply all related provincial legislation, including but not limited to, The Animals for Research Act, The Dog Owners Liability Act, The Livestock, Poultry and Honey Bee Protection Act, The Protection of Livestock and Poultry from Dogs Act, The Municipal Act, The Pounds Act, The Provincial Offences Act, and as well as any regulations passed thereunder and amended from time to time.
- 5.2.3 An understanding and familiarity of Court proceedings, knowledge of, and demonstrated ability to apply applicable Parts of the Provincial Offences Act.
- 5.2.4 Acquired investigative skills in the areas of identifying, collecting and preserving evidence, including, but not limited to, conducting interviews, making notes and presenting evidence at court proceedings.
- 5.2.5 Knowledge, appreciation and ability to appropriately use the privileges conferred in the role of Provincial Offences Officer.
- 5.2.6 Demonstrated ability to distinguish between the various breeds of dogs and cats.
- 5.2.7 Must be physically capable of performing duties of Animal Control Officer.

6.0 Uniforms

- 6.1 Animal Control Officer(s) will be required to wear uniforms while in performance of their duties, the cost of which is included in the contract.
- 6.2 Uniforms shall be maintained in an appropriate manner.
- 6.3 Uniforms shall identify the Officer as an Animal Control Officer.

7.0 Minimum Vehicle Requirements

- 7.1 The Contractor shall supply a minimum of one (1) Animal Control vehicle that contains the necessary equipment to ensure proper animal control.
- 7.2 All vehicles will contain communication equipment.
- 7.3 All vehicles will be identified on the exterior as Animal Control Vehicles.

8.0 Reporting

- 8.1 The Contractor shall report to the staff person designated by the City Manager to oversee the Animal Control and Pound Services Contract.
- 8.2 All documentation required by this Agreement shall be submitted in accordance with the required timelines set out in the Agreement.
- 8.3 The City shall evaluate the contract performance on an annual basis.

9.0 Accounting Procedures

- 9.1 The Contractor shall remit to the City all fees collected for the sale of dog and cat tags on or before the 15th day of each month.
- 9.2 The City shall pay the contractor the monthly contract amount on the last business day of each month.
- 9.3 The Contractor is entitled to retain Impoundment, Daily Boarding, Humane Services/Adoption, Euthanized Services, and Disposal of Non-impounded Animal fees as outlined in the Animal Control By-law.
- 9.4 The Contractor agrees that the City shall have access to all books and records maintained in its capacity as License Agent and Registrar for the City and all books, records, papers and things required to be maintained under the terms and conditions of the Agreement. Such access shall be at all reasonable times by either the City's employees or its authorized agents or both. All expenses in connection with such examination shall be borne by the City.

10.0 Workplace Safety Insurance Board

- 10.1 The Contractor agrees to submit to the City, a Clearance Certificate from the Workplace Safety and Insurance Board (WSIB) of Ontario every 60 days; or written confirmation from the Workplace Safety Insurance Board that the Contractor and employees are not subject to Workplace Safety Insurance.
- 10.2 Workplace Safety Insurance Act coverage, assessments or reports are the exclusive responsibility of the Contractor. If in default under the Act or Regulations, the City may withhold payment in an amount sufficient to cover such default or cancel the contract.

11.0 Supervision

- 11.1 The Contractor shall advise the City in writing the name of the person that the Contractor designates as being the person in charge who is responsible for directing and supervising work and operations under the Agreement.
- 11.2 The Contractor shall advise the City in writing the name of the person who the Contractor designates as an alternate who is responsible for directing and supervising work and operations in the absence of the person in charge. All orders or instructions given to the person in charge or the alternate by the City shall be as binding on the Contractor as though given to him in person.

12.0 Insurance

- 12.1 The Contractor agrees to maintain during the term of this agreement Vehicle Liability Insurance and Contractor’s Liability Insurance, naming the City as co-insured, in the following amounts:
 - a) Vehicle Liability Insurance: \$5 million
 - b) Contractor’s Liability Insurance: \$5 million
- 12.2 The Contractor shall annually, within 7 days of the insurance renewal date, submit to the City a Certificate of Insurance together with an Undertaking from the insurance company that such insurance will not be cancelled or reduced in coverage without thirty (30) days prior written notice to the City.
- 12.3 Should the City be of the opinion that the insurance taken out by the Contractor is inadequate in any respect for any reason whatsoever, the Contractor shall forthwith take out additional insurance satisfactory to the City.

13.0 Indemnification and Save Harmless

The Contractor hereby covenants at all times to indemnify and save harmless the City against all claims and demands which may be brought against or made upon the Contractor and against all loss, liabilities, judgments, costs, demand or expenses, including legal costs, which the City may suffer resulting from or incidental to the services contracted subject to this Agreement or from any act or omission to act on the part of the Contractor, its servants, agents, employees, contractors, sub-contractors, owners, operators or any of them during the currency of this Agreement.

14.0 Safety Measures

- 14.1 If at any time the methods or equipment used by the Contractor are found to be unsafe or inadequate for securing the safety of persons who may be endangered, the City may order the Contractor to do whatever is necessary to eliminate the hazard.
- 14.2 The Contractor shall immediately report to the City any incident in which it is involved concerning injury or damage to the person or property of others and provide all information available.
- 14.3 The Contractor shall adhere to the Occupational Health and Safety Act and all other applicable statutes.

15.0 General

- 15.1 The records of the Contractor containing the information referred to in this Agreement, equipment and other appurtenances used in fulfilling the Agreement, shall be open at all reasonable times for inspection by the City.
- 15.2 The Contractor may perform Animal Control and Pound Services for others. Such services shall not affect the level of service being provided by the Contractor to the City in accordance with the terms of this Agreement, nor reduce the efficiency and quality of service provided to the City.
- 15.3 This Agreement is for Animal Control and Pound Services only and does not include any Veterinary Services. The Contractor acknowledges and agrees that it shall not provide Veterinary Services to any animal brought to it pursuant to this Agreement. All required Veterinary Services shall be provided by a Veterinarian. The City shall not have any direct or indirect involvement with care provided by a Veterinarian.

16.0 Notice

- 16.1 Notices required to be given to the City under this agreement shall be sent by

prepaid registered mail addressed to:

The City of Temiskaming Shores at P.O. Box 2050, 325 Farr Drive, Haileybury, Ontario P0J 1K0, to the attention of the Clerk and any such notice shall be deemed to have been received by the City on the fifth day after the day of mailing.

16.2 Notices required to be given to the Contractor under this agreement shall be sent by prepaid registered mail addressed to:

Kidd Crest Farms Inc. o/a South Temiskaming Animal Control Services, 884415 Hwy 65W, New Liskeard, ON P0J 1P0, to the attention of Mr. Michael Kidd and any such notice shall be deemed to have been received by the Contractor on the fifth day after the day of mailing.

17.0 Non-Assignability

Neither this Agreement nor any interest of either of the parties (including any interest in monies belonging to or which may accrue to either party) may be assigned, pledged, transferred, mortgaged or hypothecated.

18.0 Non-Waiver

No covenant or condition of this Agreement can be waived except by written consent of both parties.

19.0 Entire Agreement

19.1 This Agreement shall constitute the entire Agreement between the City and the Contractor, and it shall not be amended, altered or changed except by written agreement.

19.2 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed to be an original, but such counterparts together shall constitute but one and the same instrument.

19.3 The Contractor will execute work in accordance with the provisions of this Agreement.

20.0 Binding Effect

This Agreement, including all covenants and conditions, shall extend to, be binding upon and enure to the benefit of each and all the successors and assigns of the respective parties hereto and wherever the singular or masculine is used in the Agreement, it shall be construed as if the plural and the feminine or the neuter, as the case may be, had been

used where the context or the party or parties hereto so required and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

21.0 Payment

21.1 The City agrees to pay to the Contractor for services provided in accordance with the following:

a) August 1, 2022 to July 31, 2025 - \$6,561.67 plus HST per month

21.2 Payments will be by cheque or electronic transfer payment made payable to the Contractor issued in the normal course of business by the City's Treasurer on the last business of each month.

22.0 Interpretation

This Agreement shall be interpreted in accordance with the laws of the Province of Ontario.

23.0 Titles

The Titles to the paragraphs of this Agreement are solely for the convenience of the parties hereto, and is not an aid in the interpretation of this instrument.

24.0 Freedom of Information

The Contractor consents to the release to the public of this Agreement and all associated documents in accordance with the Municipal Freedom of Information and Protection of Privacy Act.

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)

**Kidd Crest Farms Inc. o/a South
Temiskaming Animal Control Services**

Owner – Mr. Michael Kidd

Municipal Seal)

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

Mayor

Clerk

The Corporation of the City of Temiskaming Shores

By-law No. 2022-112

**Being a by-law to enter into an Agreement with Marsh
brokered by MIS Municipal Insurance Services Brokers Ltd.
for the provision of Municipal Insurance and Risk
Management Services from July 1, 2022 to June 30, 2025**

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

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

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

Whereas Council considered Administrative Report No. CS-025-2022 at the June 21, 2022 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a three (3) year agreement with Marsh brokered by MIS Municipal Insurance Services commencing July 1, 2022 and expiring June 30, 2025, beginning with a premium of \$492,139 plus applicable taxes for the first year of the term, for consideration at the June 21, 2022 Regular Council meeting.

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

1. That Council agrees to enter into an agreement for Municipal Insurance and Risk Management Services with Marsh brokered by MIS Municipal Insurance Services for a term commencing on July 1, 2022 and expiring June 30, 2023, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That Council agrees to enter into an agreement for Municipal Insurance and Risk Management Services with Marsh brokered by MIS Municipal Insurance Services for a premium of \$492,139 plus applicable taxes for the first year of the term (July 1, 2022 to June 30, 2023).

Read a first, second and third time and finally passed this 21th day of June 21, 2022.

Mayor

Clerk



Schedule “A” to

By-law No. 2022-112

Agreement between

City of Temiskaming Shores

and

Marsh brokered by MIS Municipal Insurance Services

for Municipal Insurance and Risk Management Services

**Schedule “A” is too large to attach; if desired
a complete copy can be reviewed by
contacting the Clerk’s Office**

The Corporation of the City of Temiskaming Shores

By-Law No. 2022-113

**Being a by-law to adopt the Timiskaming District Community
Safety and Well-Being Plan**

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

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

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

Whereas the Council of The Corporation of the City of Temiskaming Shores acknowledged receipt of Administration Report No. CS-026-2022 at the June 21, 2022 Regular Council meeting, and directed staff to prepare the necessary by-law to adopt the Timiskaming District Community Safety and Well-Being Plan.

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

1. That Council for the City of Temiskaming Shores adopts a Timiskaming District Community Safety and Well-Being Plan, 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 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 21st day of June, 2022.

Mayor

Clerk



Schedule "A" to

By-law No. 2022-113

**Being a being a by-law to adopt a Timiskaming District Community
Safety and Well-Being Plan**



Timiskaming District Community Safety and Well-Being Plan

Contents

| | |
|--|----|
| Executive Summary | 3 |
| CSWB Plan Executive Overview | 4 |
| Message from the Steering Committee | 6 |
| Community Safety and Well-Being | 7 |
| Community Safety and Well-Being Plans | 7 |
| Advisory Committee | 7 |
| Community Background | 8 |
| Community Safety and Well-Being in the Timiskaming District | 8 |
| National Factors Impacting Community Safety and Well-Being in the Timiskaming District | 8 |
| Provincial Community Safety and Well-Being Planning Framework | 9 |
| Plan Guiding Principles | 10 |
| Identifying the Priority Areas of Focus | 10 |
| Process | 10 |
| Priority Areas of Focus | 12 |
| Priority Areas Goals | 25 |
| I. Health & Well-being | 25 |
| II. Housing | 25 |
| III. Employment & Economy | 26 |
| IV. Addressing Poverty | 26 |
| V. Community Safety | 27 |
| VI. Environment & Sustainability | 27 |
| Moving Forward | 28 |
| Implementing the Plan | 28 |
| Role of a Plan Lead, the Municipalities and Partners | 28 |
| Performance Measurement Framework | 30 |
| Appendixes | 36 |
| Plan Guiding Principles | 36 |
| Key Industries in the District | 37 |
| What Community Safety and Well-being means to you? | 38 |
| Community Survey | 39 |
| Glossary of Acronyms | 40 |
| References | 40 |



Executive Summary

Improving safety and well-being in the Timiskaming District requires a collaborative approach that will involve many community partners working together with the municipalities in the district, towards systems change that will benefit all residents of all the communities in the district. This Community Safety and Well-being (CSWB) Plan was developed for the intended use of all 23 municipalities in the Timiskaming District and the Municipality of Temagami, with the support and contribution of multiple agencies and organizations in the Timiskaming District, with direct input from the district's residents. It is the intent that all municipalities will accept and adopt this district CSWB plan and work collaboratively to achieve its goals. Within the CSWB Plan, the use of the "Timiskaming District" is inclusive of the Municipality of Temagami for the purposes of this initiative. First Nations are invited by the Ministry of the Solicitor General to create their own CSWB plans for their communities, however, the Timiskaming District welcomes the involvement of First Nations in the region, deferring to what each nation deems to best suit their communities' interests and needs.

There are 23 municipalities in the Timiskaming District in addition to the Municipality of Temagami with a collective population of approximately 31,000. With a land area of over 13,000 km², the district is sparsely populated, dominated by great forests, farmlands and lakes. Indigenous peoples have inhabited the land in the Timiskaming area for over 6,000 years, with Lake Temiskaming, the headwaters of the Ottawa River occupying an important place as a trading route between First Nations.

Timiskaming District's CSWB Plan consists of goals and supporting actions that fall within the four levels of intervention – social development, prevention, risk intervention, and incident response. A combination of research, a review of existing data and community reports, and input from system leaders and community stakeholders was used to identify where to focus collaborative efforts for the Timiskaming District's CSWB Plan. Through this process, six priority areas of focus were selected:

- I. Health & Well-being
- II. Housing
- III. Employment & Economy
- IV. Addressing Poverty
- V. Community Safety
- VI. Environment & Sustainability

Goals and activities have been developed for the six priority areas of focus. A Performance Measurement Framework (PMF) for the plan's goal outcomes has been developed and is critical as it will allow for the district's progress can be tracked and evaluated against the CSWB Plan.

To create effective governance of a district wide CSWB Plan, it is recommended that a Plan Lead is established to coordinate the plan's implementation. The Plan Lead could be one organization or a partnership of multiple organizations. The role of the Plan Lead would be the responsibility of organizing the necessary working groups for the implementation of the CSWB Plan and supporting the working groups' progress. This would require both leadership (e.g., CSWB Plan Chair) and coordination (e.g., CSWB Plan Implementation Coordinator) capacity from the Plan Lead. To do this, it is recommended that the Plan Lead would introduce a dedicated CSWB Plan resource role (full or part-time) to manage the implementation of the plan overseen by a senior leader in the organization acting as the CSWB Plan Chair. The necessary funds to support this added organizational capacity would be made possible through the municipalities by contributing the funding based on apportionments. This collective district funding approach is highly recommended, as should any municipality choose to pursue the implementation of a CSWB individually, it would be expected that they would ultimately incur greater relative costs while duplicating efforts and likely having difficulty achieving the same impact alone compared to the rest of the district.

The Plan Lead will need the active involvement and support of the municipalities, community partners and community engagement in order to successfully implement the plan. While the Plan Lead will provide a central, steering position, it will rely on participants of various working groups to design and implement relevant plan activities. Municipalities and partners will need to agree on a sufficient and realistic level of investment of resources (both fiscal and human resources) to reach the plan's goals and support the Plan Lead through a commitment to contributing these necessary inputs.

The CSWB Plan is meant to be a “living document” and should be updated by the Plan Lead and partners as they move forward with their allies and stakeholders in the work. This means that when monitoring the progress on the goal outcomes, the plan’s activities, performance measure indicators, targets and data sources should be revisited at appropriate time intervals (e.g., at the conclusion of year 1, year 3, year 5, etc.) to assess that they continue to be relevant and effective in the current community landscape. It also means that as the CSWB Plan rollouts and matures, there is the opportunity to expand the scope of goals and activities to include community risk sub-areas identified, but not currently prioritized in this first iteration. The CSWB Plan itself will be important for shared district planning between community partners and informing the community at large of the way forward. In addition, it is acknowledged that there is a role for all levels of government and targeted financial resource commitments from higher levels of government (e.g., Provincial and/or Federal) will be necessary to successfully fund certain activities to see the plan’s goals to fruition. Collectively, for the CSWB Plan to be a successful living document, it will serve to assist in improving the coordination of services, collaboration, information sharing, advocacy and partnerships among local government, agencies, and organizations, and ultimately improving the quality of life for Timiskaming District’s residents.

CSWB Plan Executive Overview

| Priority Areas | I. Health & Well-Being | II. Housing | III. Employment & Economy |
|--------------------------|---|--|---|
| Sub-Areas | <ul style="list-style-type: none"> • Health services (promotion, primary, secondary, tertiary, LTC) • Mental health • Addictions and substance misuse • Aging safely & community paramedicine • Culture, recreation and physical activity | <ul style="list-style-type: none"> • Affordable housing • Transitional and supportive housing • Shelters • Homelessness | <ul style="list-style-type: none"> • Education, skills and training • Hiring and retention/ addressing vacancies • Income stability • Equitable/well-being economy • Broadband/digital inclusion |
| Target Group | <ul style="list-style-type: none"> • Health system providers • Culture and recreation providers • Administrators of places where people live, learn, work and play | <ul style="list-style-type: none"> • Housing providers: public and private • Municipalities • Members of Parliament • Member of Provincial Parliament | <ul style="list-style-type: none"> • Municipalities • Related provincial ministries |
| Goal Outcomes | <ul style="list-style-type: none"> • Ensure timely access to health services by increasing services and reducing wait times. • Ensure health services are equitable and accessible to all by removing identified barriers. • Reduce the number of individuals experiencing crises related to mental health and substance misuse in the community. • Increase access to quality and safe living arrangements at home for aging individuals, individuals with special or physical needs and caregivers. | <ul style="list-style-type: none"> • Increase available and affordable housing options for community residents through greater market inventory and access to subsidized housing and housing benefits. • Create more pathways to housing through transitional and supportive housing options and services. • Serve community members experiencing homelessness through expanded shelter services. | <ul style="list-style-type: none"> • Promote education, skills and training for local jobs to create career pathways for local workforce opportunities. • Reduce unemployment and underemployment by helping individuals apply for jobs and pursue opportunities that match their level of education and skills. • Reduce skilled job vacancies in the region by retaining post-secondary graduates as permanent residents and members of the local workforce. |
| Long Term Outcome | Increased Community Safety and Well-Being | | |

| IV. Poverty | V. Community Safety | VI. Environment & Sustainability |
|---|---|--|
| <ul style="list-style-type: none"> • Social services • Childcare • Transportation • Food insecurity | <ul style="list-style-type: none"> • Racism and discrimination • Gender based violence • Human trafficking • Road safety • Justice services | <ul style="list-style-type: none"> • Environmental stewardship • Climate change |
| <ul style="list-style-type: none"> • Employers • Members of Parliament • Member of Provincial Parliament • Municipalities • Charitable & advocacy organizations targeting poverty and/or hunger-relief | <ul style="list-style-type: none"> • General public • Local Ministry of Transportation Representatives • Municipalities • Local Institutions • Local Ministry of Community Safety & Correctional Services | <ul style="list-style-type: none"> • General public • Business community • Municipalities |
| <ul style="list-style-type: none"> • Increase regional understanding of evidence-based strategies that address root causes of poverty such as basic income and living wages. • Improve availability of affordable public transportation throughout the region and increase the mobility for residents to work, shop, play and access services. • Reduce food insecurity experienced in the region. | <ul style="list-style-type: none"> • Increase the public's perception of safety and belonging in their communities. • Improve road safety and reduce causal factors of roadway incidents. • Ensure access to affordable justice for all residents. | <ul style="list-style-type: none"> • Foster a sense of community and community building around the natural environment in the region • Create plans for mitigating effects of climate change and adverse natural events in communities.. |
| Increased Community Safety and Well-Being | | |

Message from the Steering Committee

This Community Safety and Well-Being (CSWB) Plan marks a milestone step on the journey to improve safety and well-being for all in the District of Timiskaming including the Municipality of Temagami. The plan aims to ensure action, recognizing a need to continuously monitor and remain responsive to the emerging needs of our communities and is the result of collaborative efforts among local organizations, municipalities, and the public.

We are grateful to all who shared their wisdom and knowledge to inform the plan including the many community members who responded to the community survey.

We would also like to acknowledge the CSWB Advisory Committee Members who, since July of 2021 have dedicated time and knowledge despite the impact of the COVID-19 pandemic and the resulting strain on organizations represented on the Advisory Committee. Their input has been instrumental in appreciating the needs and assets across diverse municipalities in Timiskaming and identifying what strengths and efforts to build on and what more can be done to address gaps. Their commitment to creating a CSWB Plan for Timiskaming and by Timiskaming is appreciated and recognized.

We would also like to recognize LBCG Consulting for Impact for their services in conducting data gathering and analysis, engaging stakeholders and facilitating rich dialogue to create this CSWB Plan. Recognition also goes to all municipalities who funded this collective and deliberate planning process.

The process of creating the plan resulted in a greater understanding of challenges and opportunities and strengthened relationships among partners. This is the beginning of a collective path towards improving safety and well-being in the Timiskaming District.



Chris Oslund
City Manager,
Temiskaming Shores



Bonnie Sackrider
Director of Community Services,
Kirkland Lake



Kerry Schubert-Mackey
Director of Community Health,
Temiskaming Health Unit



Mark Stewart
CAO, District of Timiskaming
Social Services Administration
Board

Community Safety and Well-Being

Improving safety and well-being in our community requires a comprehensive approach that includes improving the social determinants of health and working towards systems change. Factors such as poverty, unequal access to education, unemployment and underemployment, poor early childhood development, inadequate housing, crime, social exclusion, systemic discrimination (including systemic racism), and barriers to accessing health and social services increase the likelihood that communities will experience unsafe and unhealthy situations. Addressing the root causes of issues that negatively impact safety and well-being will maximize opportunities for all residents to thrive and sustain healthy and connected communities. By prioritizing equity across our work and addressing systemic discrimination we will help achieve our shared vision of inclusion, safety and connectedness for all residents in the community.

Community Safety and Well-Being Plans

Community Safety and Well-Being Plans are provincially legislated for municipalities in Ontario under the Comprehensive Ontario Police Services Act, 2019. Aligning with the Ontario Provincial Police (OPP) detachment areas, the Municipality of Temagami has been included within the scope of this regional CSWB Plan for the Timiskaming District. A multi-sectoral approach to community safety and well-being planning recognizes that more law enforcement is not the answer to complex social problems. A single organization or sector cannot tackle these complex and interconnected issues alone. The Timiskaming District’s CSWB Plan focuses on how partners can work collaboratively across different sectors towards a shared commitment to making Timiskaming District a safer, more inclusive and connected community where all residents thrive.

Steering Committee

The development of this CSWB Plan was overseen by a Steering Committee comprised of senior leaders from the municipalities of Temiskaming Shores, Kirkland Lake, the Timiskaming Health Unit (THU) and the District of Timiskaming Social Services Administration Board (DTSSAB). The development of the CSWB Plan was led by a consulting team from LBCG Consulting for Impact. The DTSSAB managed the hiring of LBCG Consulting for Impact, funded by the district’s municipal apportionments.

Advisory Committee

This Plan was developed with the support and contribution of multiple agencies and organizations in the Timiskaming District. Their involvement was greatly appreciated and critical to the development of the plan, and it will be critical to look to them and new partners in the community to continue to evolve and implement the plan.

- Blanche River Health
- CMHA Cochrane-Timiskaming
- District of Timiskaming Social Services Administration Board
- Keepers of the Circle
- Kirkland & District Family Health Team
- Kuuwanimano Child & Family Services
- North Eastern Ontario Family & Children’s Service
- Northern College
- Ontario Provincial Police
- Pavilion Women’s Shelter
- Salvation Army Temiskaming
- Temiskaming Hospital
- Temiskaming Métis Community Council
- Temiskaming South Community Living
- Timiskaming Health Unit
- Timiskaming Municipal Association

Community Background

Indigenous peoples have inhabited the land in the Timiskaming area for over 6,000 years. Lake Temiskaming, the headwaters of the Ottawa River, has always occupied an important place as a trading route between First Nations. A large territory surrounding Lake Temiskaming has traditionally been occupied by the Algonquin people. European settlers first arrived in the area when coureurs de bois explored and traded fur in what is now the Timiskaming District, in the 17th century. The first towns established in the area, New Liskeard and Haileybury on Lake Temiskaming were both established in the late 1890's, but at that time the only way to reach the towns was by canoe or by steamer up the lake in the summer, before mining and the arrival of railroads greatly stimulated development in the region in the early 1900s. Today, the Timiskaming District is home to several provincial parks that recognize these historic waterways.

Today there are 23 municipalities and three First Nations – Temagami First Nation, Matachewan First Nation and Beaverhouse First Nation – in the Timiskaming District, in addition to the Municipality of Temagami with a collective population of approximately 31,000¹. With a land area of over 13,000 km², the district is sparsely populated, dominated by great forests, farmlands and lakes.

Community Safety and Well-Being in the Timiskaming District

The Ministry of Solicitor General defines community safety and well-being as “the ideal state of a sustainable community where everyone is safe, has a sense of belonging, opportunities to participate, and where individuals and families are able to meet their needs for education, health care, food, housing, income, and social and cultural expression.” This emphasizes that community safety and well-being are more than just having our basic needs met and being free from crime. Rather, it encompasses the social determinants of health and many aspects of our social, physical, emotional and spiritual well-being.

National Factors Impacting Community Safety and Well-Being in the Timiskaming District

COVID-19 Pandemic

The global COVID-19 pandemic and the provincial state of emergency declared in March 2020 has created a unique environment and new challenges that Canadians collectively face as a nation. It has resulted in waves of widespread closures, job or wage losses and increased isolation, anxiety and uncertainty. Realities of the pandemic have introduced drastic changes in how we went about our daily lives for the past two years. Many of us would not have thought to still be managing the virus still to this day, and there will potentially be significant long-term impacts not yet understood that will have impacts on community well-being.

Opioid Crisis

Canadians saw the opioid overdose crisis worsening during the COVID-19 pandemic with many communities across Canada reporting record numbers of opioid-related deaths, emergency calls and hospitalizations. In the first 15 weeks of the COVID-19 pandemic in Ontario, 695 people died of a confirmed or suspected opioid related death, representing a 38% increase compared to the 15 weeks immediately preceding the pandemic.² An investigation of the district's corner cases suggests that the Timiskaming District is experiencing an opioid crisis through the presence of a high and increasing incidence of accidental overdose deaths in 2019/20 and 2020/21.³ Timiskaming District has high substance misuse rates with rates of hospitalizations attributed to opioid use at 27.2 per 100,000 versus 13.7 per 100,000 in Ontario⁴, yet there are gaps in available inpatient addictions services for residents of the district.

Labour Shortage

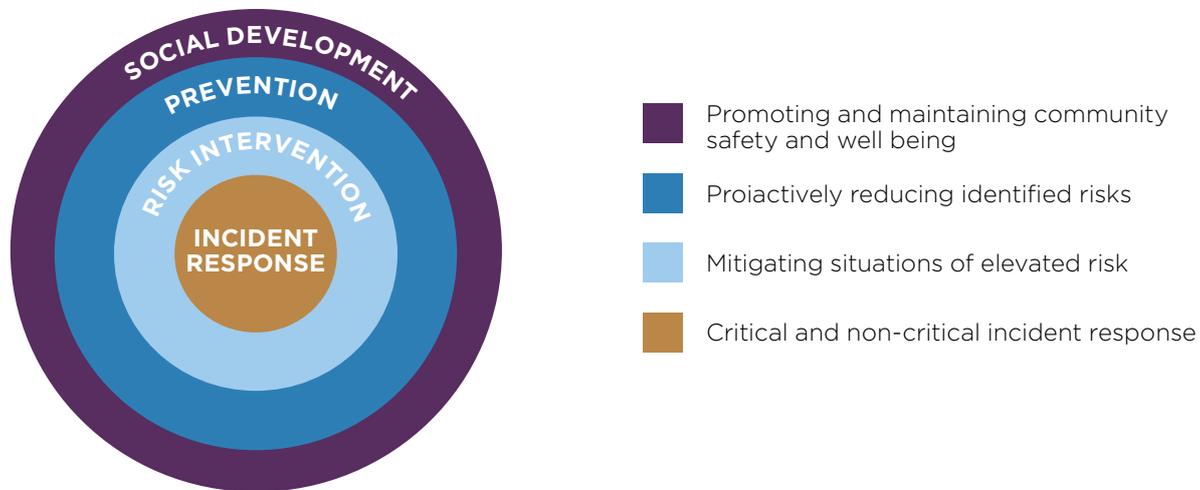
During the COVID-19 pandemic, Canada has seen a labour shortage take off. Across the country, there were 915,500 unfilled positions reported at the end of 2021, a 63% increase from 2020⁵. Jobs are also staying vacant for longer, with almost half of vacancies remaining unfilled for 60 days. Some of the hardest to fill occupations include servers, construction labourers and social workers. Hiring challenges are predicted to continue for the next five years until factors like the job market have stabilized after the en masse exiting of the labour force created by the retirement of the Baby Boomers and immigration returns to pre-pandemic levels.

Affordable Housing Shortage

Canada has been experiencing a prolonged heated real estate market, driving up prices across the country for homeownership and rentals. As homeownership is becoming a larger financial challenge for many households, more Canadians are renting than before. Research shows that in the last decade, Canada has been losing affordable rental units, far faster than new ones are being built, and it's forcing some renters out of the homes and communities they know. Rentals that were once considered affordable are seeing significant price increases. Between 2014 and 2019, rents bachelor, two- and three- bedroom apartments in large metropolitan areas across the country increased by nearly 20%.⁶ At the same time, incomes of Canadians remained largely unchanged. Two thirds of Canada's housing shortage is in Ontario. At the end of 2021, the average price for a house in Ontario was \$923,000 — triple what it was 10 years ago — while income rose just 38 per cent.⁷

Provincial Community Safety and Well-Being Planning Framework

The Ministry of the Solicitor General outlines a planning framework to support municipalities in developing a comprehensive approach to mitigate harm and promote safety and well-being. The framework outlines four levels of intervention:



Social Development: Addresses underlying causes of social issues through upstream approaches that promote and maintain individual and community wellness.



Prevention: Applies proactive strategies to known and identified risks that are likely to result in harm to individuals or communities if left unmitigated.



Risk Intervention: Identifies and response to situations of acutely elevated risk and mobilizes immediate interventions before an emergency or crisis-driven response is required.



Incident Response: Requires intervention by first responders such as police, paramedics, and other emergency-driven services.

Timiskaming District's CSWB Plan consists of strategic actions that fall within the four levels of intervention while focusing our collective efforts on social development and prevention. Ultimately, the goal is to reduce the need for incident response by addressing underlying issues.

Plan Guiding Principles

Four guiding principles are recommended to help the CSWB Plan's implementation and ultimate success. These are informed by best practices for community development initiatives.

- **Collective impact:** This form of collaboration brings people together in a structured way towards a common agenda and plan of action to address a complex social problem.⁸ The collective impact approach is characterized by five core elements that facilitate effective cross-sector collaboration and the resulting population-level impacts.
- **Social and environmental determinants of health:** The conditions in which people are born, grow, work, live and age influence their overall health and well-being. These conditions, known as the social determinants of health, include social and economic factors that can positively or negatively influence health outcomes.⁹ Likewise, several environmental factors and built environments influence the risk and experience of chronic disease. Recognizing that factors outside the control of individuals can influence their well-being impacts the types of preventive and upstream actions that are needed to influence population health.
- **Applying an equity lens:** Equity refers to fair, just and respectful treatment that recognizes and acknowledges the need to treat people differently depending on their needs and circumstances. It involves the removal of barriers to address historic and current disadvantages for under-represented and marginalized groups.
- **Anti-racism:** Anti-racism is a process of actively identifying and opposing racism. The goal of anti-racism is to challenge racism and actively change the policies, behaviours, and beliefs that perpetuate racist ideas and actions. Anti-racism is rooted in action. It is about taking steps to eliminate racism at the individual, institutional, and structural levels.

Larger descriptions of these guiding principles and their applications are expanded upon in the Appendix.

Identifying the Priority Areas of Focus

Community safety and well-being plans are broad and multi-faceted. They encompass many areas and intersect with many sectors. A combination of research, a review of existing data and community reports, and input from system leaders and community stakeholders was used to identify where to focus collaborative efforts for the Timiskaming District CSWB Plan.

Process

The CSWB Steering Committee identified key informants and stakeholder groups for inclusion in the CSWB Advisory Committee. The Advisory Committee membership included representative from sectors specified by the Ministry's requirements; Health and Mental Health Services, Educational Services, Community and Social Services, Children or Youth Services, Municipal and Police Services, in addition to other key stakeholders identify including Indigenous agencies, shelters and charitable organizations. The First Nations in the district were informed of the project and can participate as best suits their communities' interests at each stage of the plan, including the implementation.

Individual interviews were facilitated with each CSWB Advisory Committee member followed by a detailed review of relevant district studies, strategies and plans. The findings at this stage of the process were organized into a community scan that was used by the CSWB Advisory Committee in a half-day workshop to identify a preliminary shortlist of priority areas of focus to be investigated further.

The challenges present in Timiskaming District are interrelated and can create a positive feedback loop of negative consequences. This was explored with the CSWB Advisory Committee, as the relationship between various conditions, causes, core problems and effects/consequences were mapped. This helped affirm that the issues facing Timiskaming District were interconnected and that multiple priority areas of focus would be necessary to best address the factors that have the greatest impact on the community. While the CSWB framework focuses on risks, the goals identified in the plan will be successful by aligning with and building on the many assets and strengths that already exist in the Timiskaming District.

The shortlist of priority areas of focus was validated and honed in on through additional key stakeholder interviews, small group discussions and a District Community Safety and Well-being Survey. Over 500 Timiskaming District residents participated in the district survey. Building upon the additional information gathered, in a second workshop, the CSWB Advisory Committee was able to outline the six areas of focus prioritized in this plan:

- I. **Health & Well-Being**
- II. **Housing**
- III. **Employment & Economy**
- IV. **Poverty**
- V. **Community Safety**
- VI. **Environment & Sustainability**



Priority Areas of Focus

Each priority area of focus was further broken down into sub-areas of interest. In total, 25 sub-areas were identified. In this section, each area of focus and its respective sub-areas are described; identifying the community need, a snapshot of services and programs available and what gaps and/or other plans and strategies exist in the district to align with or enhance.

I. Health & Well-being



The health status of a population is commonly seen to be inversely related to the remoteness of its location.¹⁰ This experience can be illustrated through the poorer rates of health indicators for the population of the Timiskaming District when compared to the province. For instance, almost one in five (19%) of district residents aged 12+ perceive their overall health as fair or poor, almost twice the provincial population (11%).¹¹ Higher levels of obesity (37%) and diabetes (10%) are reported in the district as well as lower levels of regular weekly physical activity.¹² There are higher levels of hospitalizations in the district attributed to substance misuse, being twice the provincial rate for both alcohol (405.2 per 100,000) and opioid use (27.2 per 100,000).¹³

Five sub-areas of attention and improvement for individual and community health and well-being are explored below.

Health Services

It is important that within the Timiskaming District that residents have access to the full spectrum of health services from prevention to long-term care. In more rural areas, the delivery of health services can be a challenge due to the distances necessary to travel to reach health providers or the limited availability of providers in the area. The region has established an Ontario Health Team (OHT), the Équipe du Santé des Régions du Timiskaming Area Health Team. Introduced by the provincial government in 2019, OHTs are a new model of health care delivery, encouraging groups of health providers and organizations that, at maturity, will be clinically and fiscally accountable for delivering a full and coordinated continuum of care to a defined population. The Équipe du Santé des Régions du Timiskaming Area Health Team are moving forward with development and has identified two areas of focus related to older adults and mental health and substance use.

The main categories of health services are:

- Health promotion
- Primary care
- Secondary care
- Tertiary care
- Long term care

Health promotion helps individuals reduce the risk of illness and follow healthy lifestyles. These services are provided in a variety of ways and settings, led by the public health units. The Timiskaming District is served by the Timiskaming Health Unit, protecting the health of our communities by recommending policies, providing educational programs, conducting research and data collection, and identifying and breaking down health inequities. Health promotion is also often achieved at the primary care level too during patient interactions with physicians, nurses and health professionals.

Primary care is the doorway to health services, through the direct provision of first-contact services (by providers such as family physicians, nurse practitioners, pharmacists and telephone advice lines) in the identification and treatment

of illness and injury. Five Family Health Teams, the Mino M'shki-ki Indigenous Health Team and the Centre de Sante Communautaire du Témiskaming help provide primary care across the district. Primary care is important in the referrals to and the coordination with other levels of care (such as hospitals and specialist care). When individuals do not have convenient or timely access to primary care services, they often end up visiting their local Emergency Department seeking care. 14.5% of the district's residents don't have a regular healthcare provider,¹⁴ a persistent challenge in the context of a continued difficulty retaining health human resources in the district.

Secondary care is hospital care or when your primary care provider refers you to a specialist, who has more specific expertise in whatever health issue you are experiencing. Temiskaming Hospital and Blanche River Health provide secondary care to patients at three sites in Temiskaming Shores, Kirkland Lake and Englehart. There are three 24/7 Emergency Departments at these sites and visiting physician specialists. Specialists focus either on a specific system of the body or a particular disease or condition. Examples of specialists include cardiologists (heart disease), endocrinologists (hormone systems, including diabetes) and oncologists (cancer).

Tertiary care is when you are hospitalized and require a higher level of specialty care. Tertiary care requires highly specialized equipment and expertise for complicated treatments or procedures such as cardiac surgery, some forms of cancer treatment or paediatric (child) urgent care. Patients may have to travel outside of the Timiskaming District to Sudbury or southern Ontario hospitals for various tertiary care. Some tertiary care is delivered through satellite services at Temiskaming Hospital and Blanche River Health in the patient-care areas of Dialysis, Chemotherapy, Cardiac Rehabilitation and Virtual Critical Care through a partnership with Health Sciences North.

Long term care services help people live as independently and safely as possible when they can no longer perform everyday activities on their own. This is inclusive of home and community care in addition to facilities and nursing homes. People often need long-term care when they have a serious, ongoing health condition or disability. Long-term care is provided in different places by different caregivers, depending on a person's needs. Most long-term care is provided at home by unpaid family members and friends. It can also be given in a facility such as a nursing home or in the community, for example, in an adult day care centre. With the aging population, there is a building need for more long term care. Across the province, there is a shortage of long term beds at long term care facilities. Insufficient long term care beds in the district places strain on hospital services. One hospital reported 58% of funded beds being occupied by alternate level of care patients¹⁵ who would be more appropriately cared for in a long term care facility.

Mental Health

Mental health is important at every stage of life, from childhood and adolescence through adulthood as it affects how we think, feel and act. It influences how we handle stress, relate to others and make choices. Development of community well-being encompasses concepts of positive mental health including social capital and connectedness, as well as civic engagement and participation by residents in decisions affecting their lives.

The last decade has seen an increased commitment to improving mental health services and combating stigmas. There are national concerns about increasing levels of depression and anxiety within communities, which have only been exacerbated in recent years with stressors presented through the COVID-19 pandemic and increasing costs of living. In the Timiskaming District, 11.8% of residents aged 12+ perceive their mental health as fair or poor vs. 7.9% in Ontario.¹⁶ In the Timiskaming Community Safety and Well-being Survey, 68% felt that there are not sufficient mental health services in the Timiskaming District to serve the needs of the community.

The Canadian Mental Health Association (CMHA) Cochrane-Timiskaming branch and the North Eastern Ontario Family and Child Services (NEOFACS) lead the delivery of mental health services in the region to adults and children and youth respectively. NEOFACS has four sites in the Timiskaming district, each with four funded child and youth mental health worker positions. CMHA Cochrane-Timiskaming has three sites in the Timiskaming District, providing an array of outpatient supports and services and case management to support people with mental illnesses, concurrent

disorders (people living with a mental illness and an addiction/substance misuse) and dual diagnosis (developmental disability and serious mental illness) to access early intervention, intensive support, housing and peer supports. Partnerships help expand mental health services into the community. CMHA Cochrane-Timiskaming in partnership with the Temiskaming Hospital places a social worker in the Emergency Department to help reduce readmissions. A Mobile Crises Response Team (MCRT) is in development, led by the CMHA in partnership with the OPP. With a mix of OPP officers and CMHA crisis workers, the MCRT will improve crisis response services and mental health referrals during response calls.

Addictions and Substance Misuse

The Timiskaming District has high substance misuse rates, yet there are no inpatient addictions services currently available within the district. For those seeking withdrawal services, the closest options require to travel to facilities in Smooth Rock Falls or Timmins which are regularly at full capacity, presenting challenges for securing treatment beds for individuals in need. In the Timiskaming Community Safety and Well-being Survey, 60% felt that there are not sufficient addiction services in the Timiskaming District to serve the needs of the community.

The Timiskaming District Drug and Alcohol Strategy, co-chaired by the THU and the CMHA Cochrane-Timiskaming Branch, is working with many service agencies on ways to prevent and address harms associated with the continuum of substance use. The strategy is based on the pillars of prevention, harm reduction, treatment and enforcement, and includes an opioid early warning and response system. It will work to strengthen systems related to responding to and preventing overdoses and poisonings, recognizing and disrupting stigma and discrimination associated with substance use and addiction, enhancing pathways to substance use services and supports, and advocate for funding, resources, and public policy to address the root causes of substance use and substance use disorders.

The Timiskaming Opioid Poisoning Prevention Task Force, Timiskaming Substance Use Disorder Support Program Steering Committee and Change for Timiskaming are each independent community bodies that have organized in response to the Opioid Crisis and high levels of substance misuse present in the district. The Northeastern Recovery Centre was incorporated in September 2021 in pursuit of repurposing the former Pineger youth detainment facility in Kirkland Lake to be a new residential treatment centre to implement withdrawal management beds (medical and non-medical) and explore recovery housing options in the Timiskaming.

Aging Safely and Community Paramedicine

There is a need to accommodate the needs of the aging population, which continues to increase. It is estimated that by 2024, the number of people aged 65 and over will make up 20% of the nation's population.¹⁷ This growth in the aging population will continue to put added pressure on health and community service providers in the district to keep up with the increasing demand for services, where services are already limited. In the Timiskaming Community Safety and Well-being Survey, 85% agreed that their community needs additional seniors housing, assisted living and long term care residences to help people age safely in our communities. It is important to proactively plan and act to prepare older adults to take into account their various needs as they age, so that communities can enjoy a quality of life for all residents, regardless of their physical or mental capabilities.

Some municipalities produce Age-Friendly Community Plans to coordinate the development of communities that promote active and healthy aging. To guide municipalities, the Ontario Age-Friendly Communities Outreach Initiative developed the eight dimensions which make up an Age-Friendly community:

1. Outdoor Spaces and Public Buildings
2. Transportation
3. Housing
4. Social Participation
5. Respect and Social Inclusion

6. Civic Participation and Employment
7. Communication and Information
8. Community Support and Health Services

Age-Friendly Community Plans outline goals and objectives, often to achieve outcomes the eight dimensions to promote active aging within communities, remove barriers that prevent seniors from leading fulfilling lives, and allow seniors to age with dignity in a safe environment. While not all municipalities in the Timiskaming District produce Age-Friendly Community Plans, those that do exist can be leveraged to inform and guide district aging safety activities.

A Seniors Centre Without Walls (SCWW) program is delivered through Timiskaming Home Support in collaboration with the Timiskaming Health Unit. The SCWW program aims to reduce the feeling of loneliness and social isolation among homebound seniors and adults with physical disabilities aged 55+ in the Timiskaming region using a free conference call type platform to engage participants.¹⁸ An evaluation of the program in 2019 found a strong recognized value of the program from surveyed participants. Almost all participants (97%) indicated that they would choose to stay in the SCWW program and 84% of participants responded that they were happy with the program. Furthermore, two-thirds of participants felt like they belonged to a community because of the program (58%) or had something to look forward to and felt better because of the program (65%).

Community paramedicine is a relatively new and evolving healthcare model. It allows paramedics and emergency medical technicians (EMTs) to operate in expanded roles by assisting with public health and primary healthcare and preventive services to underserved populations in the community. Some rural patients lack access to primary care and use 9-1-1 and emergency medical services (EMS) to receive health care in non-emergency situations. This can create a burden for EMS personnel and health systems in rural areas. Community paramedics can work in a public health and primary care role to address the needs of rural residents in a more efficient and proactive way. Community paramedics generally focus on:

- Providing and connecting patients to primary care services
- Completing post-hospital follow-up care
- Integration with local public health agencies, home health agencies, health systems, and other providers
- Providing education and health promotion programs
- Providing services not available elsewhere in the community

Culture, Recreation and Physical Activity

The Timiskaming District is a mosaic of northern Ontario communities with a rich history overlaying a region of great outdoors and extensive waterways. The district is a destination for recreation and community events. This culture provides residents with a particular quality of life and is an attractive element in drawing new members to the district. Three-quarters of residents in the Timiskaming District report a somewhat strong or very strong sense of belonging to their local community.¹⁹ Maintaining vibrant communities is important to continue to attract businesses, residents, and visitors and foster a strong cultural sector. Participation and engagement with the arts, culture, and recreation benefit community well-being by contributing to better physical and mental health and community social dynamics. While access to culture, recreation and leisure opportunities are important for residents of all ages, it is particularly critical for the healthy development of children and youth.

Some municipalities create Cultural Plans and Recreation Plans to proactively monitor and support their communities' cultural, creative and leisure outlets. These plans outline objectives to develop robust, fun, and resilient communities through the social factors that encompass the environment in which people live, such as gathering places, arts, culture and heritage, food and entertainment, business and commerce. Cultural Plans recognize the unique cultural

groups found within communities, for example, the Francophone, First Nation, Métis, and Anglophone populations, and support the celebration of their cultural events and contributions to the social fabric of their communities. Likewise, Recreation Plans help to identify a community’s recreation needs, and assists the municipality in determining future recreation service delivery, investment, and development, to guide and manage the direction of parks, trails, recreation and leisure services, programs, facilities and amenities. Existing Cultural Plans and Recreation Plans within the district can be leveraged to inform and guide district CSWB activities.



II. Housing

Housing is a large concern for residents of the Timiskaming District. There is a shortage of affordable and available housing across the district. Local industry booms (e.g., mining) periodically have placed added pressure on the housing market and affect prices as influxes of workers seek accommodations during their employment. More recently, a greater volume than normal of individuals and families were seen moving north from parts of southern Ontario during the pandemic as there was increased migration from urban centres. There is an imperative need for strategies that address affordable housing shortages experienced in Timiskaming District throughout the housing spectrum. Within this plan, four sub-areas within the housing spectrum for attention and improvement are explored below.

The Housing Spectrum



Source: Canada Mortgage and Housing Corporation

Affordable Housing

In Canada, housing is defined as affordable if it costs less than 30% of a household’s before-tax income. Many people think the term “affordable housing” refers only to rental housing that is subsidized by the government. In reality, it’s a very broad term that can include housing provided by the private, public and non-profit sectors. It also includes all forms of housing tenure: rental, ownership and co-operative ownership, as well as temporary and permanent housing. The percentage of residents in the district who spend 30% or more of their income on housing is 21%.²⁰ This is somewhat lower than the provincial rate (28%). This could be in part due to the substantially lower costs of housing in the district (median monthly shelter costs for rented dwellings in the district is \$691)²¹ than the provincial average, which is reflective of more urban areas. However, the district’s median total income is less than the provincial median and the costs of housing are still a financial stretch for individuals who rely on social services and financial assistance like Ontario Works (OW) or Ontario Disability Support Program (ODSP). Currently, over one in five renters in the district, reside in subsidized housing.²² The DTSSAB has over 600 units across 34 locations in the district, however, there are still waitlists, most significantly for seniors. In the Timiskaming Community Safety and Well-being Survey, half of the participants (49%) felt that their community is not proactive enough in creating options to improve affordable housing.

Transitional and Supportive Housing

Transitional or supportive housing refers to a temporary type of supportive accommodation that is meant to bridge the gap from homelessness to permanent housing by offering structure, supervision, supports (for addictions, mental health or domestic violence for instance), life skills, and in some cases, education and training. It is more long term, service-intensive, and private than emergency shelters yet remains time limited typically to stays of three to six months. It is meant to provide a safe, supportive environment where residents can overcome trauma, begin to address the issues that led to homelessness or kept them homeless, and begin to rebuild their support network. Transitional housing can connect individuals with tailored resources for those who have difficulty maintaining housing like CMHA's rent subsidies for clients, or the DTSSAB's homeless prevention worker who works with at-risk tenants to try to prevent evictions. In the Timiskaming Community Safety and Well-being Survey, 67% agreed that their community needs additional transitional housing to help people reach permanent housing. There are limited transitional and supportive housing units in the Timiskaming District currently. Without these services, it is difficult for individuals to separate from unsafe or enabling environments when they can't secure new accommodations

Emergency Shelters

Emergency shelters are places for people to live temporarily or access overnight shelter when they don't have a place to stay. They are used by individuals facing homelessness as a harm reduction model and to serve as hubs for relevant services and supports. Some emergency shelters are focused on those fleeing an abusive relationship, sexual abuse or domestic violence (i.e., women's shelters). This is the case of Pavilion Women's Centre, which is the only emergency housing currently available in the district. For all others experiencing various forms of homelessness (episodic, situational or chronic), they must be referred and provided transportation outside of the district in order to access emergency housing or shelter. In the Timiskaming Community Safety and Well-being Survey, 54% agreed that their community needs enhanced emergency shelter services to address homelessness in the community. To address this gap, Zack's Crib, a safe bed facility, that is presently in development in Temiskaming Shores.

Homelessness

Homelessness describes the situation of an individual, family or community without stable, safe, permanent and appropriate housing, or the immediate prospect, means and ability to acquire it. It can be the result of systemic or societal barriers, a lack of affordable and appropriate housing, the individual or household's financial, mental, cognitive, behavioural or physical challenges, and/or racism and discrimination. Most people do not choose to be homeless, and the experience is generally negative, unpleasant, unhealthy, unsafe, and distressing.

In September 2021, the DTSSAB completed their most recent Homelessness Enumeration. Baseline data is vital to understanding the challenges of homelessness and the extent of homelessness in the district. The Homelessness Enumeration identified 53 homeless individuals within the district. Additionally, two-thirds (62%) of Homeless Enumeration participants reported regularly staying with family and friends (e.g., couch surfing). This information demonstrates the presence of hidden homelessness in the district and the potential of several individuals not captured in the enumeration.

It is recognized that there is an overrepresentation of Indigenous peoples amongst Canadian homeless populations resulting from the legacy of trauma from colonization and displacement. In addition, numerous populations, such as youth, women, people with mental health and addictions issues, people impacted by violence, seniors, and members of LGBTQ2S communities are at greater risk of experiencing homelessness.

III. Employment & Economy



Education plays an important role in determining the health status of an individual, creating pathways to employment and greater income levels. This can also affect health by influencing social and psychological factors like greater perceived personal control.²³ The Timiskaming district has lower levels of education compared to the province. Currently, 18% of Timiskaming District's population between the ages of 25-64 years have less than a high school diploma, almost double the provincial average (10%)²⁴ : Four District School Boards serve the Anglophone and Francophone communities in Timiskaming in addition to Kiwetin Kikinamading (Timiskaming First Nation, Quebec) and private schools in the district. Two of the district's school boards have a lower percentage of students who graduate high school within five years of starting grade 9 than the provincial average (88%), with one school board reporting 71%.²⁵ While the percentage of the district's and province's population who have a high school diploma or GED as their highest level of education is equal (25%), the percentage of the population with a university degree in the district is a third of the provincial average of 32%.²⁶

Northern College is the post-secondary institution present in the district, with campuses in Haileybury and Kirkland Lake. The campuses include access centres for other institutions for Contact North and College Boreal. There is a history and a partnership between the college and the local industries, leading to curriculum and program development to align with the district's economic needs, for example, mining in the north and agriculture in the south. A partnership with Algoma University allows for various dual diploma and bachelor programs at Northern College. Employment Ontario's Employment Services are delivered on Northern College's campuses, providing support for students seeking employment and funding for adult learners to go back to school.

The sub-areas of addressing the challenges pertaining to hiring and retention of skilled workers and addressing vacancies in the district in addition to income stability were identified.

Hiring, Retention and Addressing Chronic Vacancies

Recruitment and retention are a challenge, particularly for the health human resources, with providers experiencing high turnover rates and chronic vacancies. This is only exacerbated by the national labour shortage experienced since the start of the COVID-19 pandemic.

Education is critical to enhancing local talent and creating a pipeline of residents who can fill job openings. If district residents can see the local demand for skilled professionals as career opportunities for themselves, and the pathways for them to pursue the appropriate education and training are made clear and accessible, then the need to recruit and retain employees from outside of the district may be able to be alleviated in the future. A challenge in this approach is that there is no university within the district to train health human resources (i.e., doctors, social workers, addictions and mental health) within the communities. Additionally, In the Timiskaming Community Safety and Well-being Survey, 32% felt that educational or training opportunities they are interested in are unaffordable.

Other factors also play an important role in supporting recruitment and retention. Appropriate housing options need to be readily available for recruited candidates and professionals who are moving to the district. Local housing shortages can cause employment contracts to collapse if successful job candidates are unable to find housing options once accepting offers or for candidates to decide to leave prematurely if desirable housing is not found in the long term. Additionally, a strong cultural sector helps to retain residents, attract talent, and support local entrepreneurship.

Income Security

Income security is one's ability to pay for their basic needs without fear of losing their income source. Factors such as lower minimum wage rates and temporary or casual employment can contribute to income insecurity. Precarious employment in Canada has increased by nearly 50% over the past two decades.²⁷ There are a few possible policy

options to increase the amount of income security in Canada. One option is increasing the minimum wage to a living wage. Basic income is another policy option to try to achieve income security. Basic income is different from other forms of social assistance in that it guarantees a minimum income level to individuals regardless of their employment status.

Unemployment is higher in the Timiskaming District, at 8.9% compared to 7.4% across the province.²⁸ A person's ability to find a job becomes increasingly difficult the longer that they remain unemployed, making it difficult to overcome poverty. In the longer term, they also tend to earn less once they find new jobs.

IV. Poverty



Nearly one out of every seven Canadians currently live in poverty.²⁹ Poverty is a widespread issue across the country and the world, but vulnerable groups such as people living with disabilities, single parents, elderly individuals, youth, and racialized communities are more susceptible. In Timiskaming, 17.5% of households live with low income and are often forced to make tough choices on how to spend their money.³⁰ In the Timiskaming Community Safety and Well-being Survey, 38% indicated that they have monthly concerns about having enough money to pay for housing/rent, food, clothing, utilities and/or other basic necessities. The effects of poverty can be expressed in different aspects of a person's life, including food security, health, and housing. Due to its sweeping impact on one's quality of life, the World Health Organization has declared poverty to be the single largest determinant of health. It is challenging to know how much poverty costs Canadians precisely but it is widely accepted that poverty is one of the biggest burdens on the economic, healthcare, and criminal justice systems in Canada. An estimate for Ontario places the cost of poverty between \$10.4 billion and \$13.1 billion for the government.³¹ Four sub-areas for addressing poverty are explored below.

Social Assistance

In Ontario, social assistance is delivered through two programs, Ontario Works (OW) and Ontario Disability Support Program (ODSP). These programs provide monthly financial assistance to help individuals and their dependents with living expenses including food and rent, health benefits and employment supports to help beneficiaries find and keep a job. Unfortunately, it is widely recognized that social assistance programs in Canada do not provide adequate support for individuals and families to meet their basic needs. For example, in 2012, 70% of households relying on social assistance were also food insecure and accounted for at least half of food bank users.³²

Childcare

In today's labour and economic climate, it can require that there are multiple household incomes to cover the costs of a family's basic needs. Parents rely on childcare to help them enter, re-enter, or remain in the workforce, but access to affordable, quality childcare is often a significant barrier for many. Costly out of pocket childcare options can rival lower-income salaries, prompting some families to have a parent leave the workforce to provide their own childcare. Mothers are more common than fathers to take time away from paid work to care for a child, which can exacerbate mothers' lifetime earnings gap. The province of Ontario and the federal government have signed a \$13.2-billion agreement to lower the cost of child care in the province to an average of \$10 a day by September 2025. Starting in April 2022, this agreement will start an immediate reduction in fees for licensed childcare centres will see fees reduced up to 25%. The implementation of affordable childcare will improve access to early learning and childcare programs for more families while helping working parents.

Transportation

The Timiskaming District is largely rural and remote with a population density of 2.3 people per square kilometre, less than a sixth of the provincial population density (14.8/km²).³³ This creates some barriers for residents, particularly around transportation and telecommunication services.

- Distance and inclement weather can make travel and accessing services more difficult.
- Distribution of community can lead to isolated residents, particularly seniors and those without reliable transportation.
- There is no district-wide access to reliable cell and high-speed internet service coverage in rural and remote areas.
- Many parts of the district do not have public transit operations, including urban areas like Kirkland Lake. Taxis are the main transit option, but for many lower-income families this is a costly mode of transportation to depend on.
- Not all of the district's population has at least one reliable method of transportation, i.e., own vehicle or bus pass and the availability of public transportation.
- Lower density development and the absence of public transit severely limits the walkability of neighbourhoods and residences.

Public transportation provides people with mobility and access to employment, community resources, medical care, and recreational opportunities across and within communities. It benefits those who choose to ride, as well as those who have no other choice. Many families experiencing low income do not own a personal vehicle and rely on methods of public transportation. The absence of public transportation networks in northern Ontario communities is an enormous challenge for those who either cannot afford or are unable to drive.

Food Insecurity

Food insecurity refers to inadequate or insecure access to food due to financial constraints. Food security is not only concerned with adequate quantities of food, but also with the quality of food available and accessible. This is important because food insecurity is not only associated with malnutrition as it relates to insufficient caloric intake but also as it relates to the higher intake of energy-dense, nutrient-poor foods, which are often also more affordable. Studies have shown that there are connections between food insecurity and obesity in adults and children.³⁴ Prices of groceries are more expensive in the north contributing to the experiences of food insecurity in the area. About 1 in 10 households in Timiskaming experiencing household food insecurity.³⁵

Additionally, food insecurity has been shown to negatively impact children's long-term physical and mental health, increasing their risk of conditions such as depression and asthma, and reducing their ability to succeed in school. Similarly, adults living with food insecurity are more likely to have overall poorer health, demonstrating higher occurrences of chronic conditions like depression, diabetes, and heart disease. Existing medical conditions are also more difficult to manage in food-insecure environments and frequently result in enlarged medical costs.³⁶ The Salvation Army operates food banks in Kirkland Lake and Temiskaming Shores and is a member of Feed Ontario. There is also the Haileybury Food Bank. While food banks help elevate the symptoms of food insecurity, they do not get at addressing the root causes.³⁷



V. Community Safety



Community members' perceptions of safety and acceptance are critical for strong community vibrancy. In the Timiskaming Community Safety and Well-being Survey, over one-third indicated that they feel somewhat unsafe in their community. Almost two-thirds (61%) of survey participants felt that over the last three years, they perceive that crime in their community has increased. For community safety, it is also important that accessibility is built into community environments, like street crossing signals for the visually impaired. Five sub-areas for improving community safety are explored below.

Racism and Discrimination

Every person in Ontario deserves to be free from racial discrimination and harassment. The elimination of discrimination and harassment through zero tolerance is important to foster community cohesion, safety and vibrancy. Furthermore, proactive identification and action in addressing systemic racism are critical to building an equitable society. In the Timiskaming Community Safety and Well-being Survey, two-thirds (64%) agreed that there are racist attitudes and/or behaviours present in their community. Awareness is a huge step in addressing racism and shows a commitment from the community towards an acknowledgement of the issue, which is a necessary step toward empowering those that are oppressed through racism. However, instances of racial discrimination and harassment can continue to persist when they are not addressed head-on due to societal aversions of the uncomfortable or difficult conversations involved in calling them out.

Respect, cultural competency and safety are important for local Indigenous Nations and Francophone populations. A Timiskaming District Indigenous Cultural-Linguistic Cultural Competency Framework was developed in partnership with the DTSSAB.

A history of systemic racial marginalization of First Nations and their peoples has manifested as continued inequitable outcomes at the community level where Indigenous peoples experience:

- Higher incidence of morbidity and mortality,
- Lower levels of educational attainment,
- Fewer economic opportunities,
- Higher levels of police intervention.

Gender-Based Violence

Gender-based violence refers to harmful acts directed at an individual based on their gender. It is rooted in gender inequality and disproportionately impacts women, girls, and Two-Spirit, trans, and non-binary people. It includes sexual, physical, mental, and economic forms of abuse inflicted in public or in private as well as threats of violence, coercion, and manipulation. While violence affects all people, some people are more at risk of experiencing violence because of various forms of oppression, such as racism, sexism, homophobia, transphobia and ableism. There is a greater incidence of gender-based violence in rural areas in addition to a nationally observed increase in domestic violence during the pandemic.

The Pavilion's Women's Shelter has 10 emergency shelter beds in Temiskaming Shores and a services office in Kirkland Lake for women experiencing homelessness due to violence against women (VAW). Pavilion provides various programs for women and families including childcare, education, victim counselling and a crisis support line in addition to providing public VAW training and education.

There isn't a local LGBTQ2S+ Pride in the Timiskaming District or as many services or resources for those with queer identities. These events and networks are important for members of the LGBTQ2S+ community for

placemaking, increased visibility and representation and connection to supports for vulnerable individuals.

Human Trafficking

In Canada, information from community members and police investigations suggests that those who are most likely to be trafficked are Canadian girls and women exploited for sexual purposes. Other higher at-risk populations include Indigenous women and girls, new immigrants, children in the child welfare system, persons living with disabilities, LGBTQ2 persons, and those struggling socially and/or financially. In addition, migrant workers may be at higher risk of exploitation and abuse due to language barriers, working in isolated/remote areas, lacking access to services and support, and/or correct information about their legal rights.

While human trafficking often takes place in large urban centres, it also occurs in smaller cities and communities. Over two-thirds of human trafficking incidents in Canada between 2009-2019 were reported in Ontario.³⁸ It is recognized that the presence of the Trans Canada Highway in the district presents risks of criminal activity associated with “drug corridors” and sex trafficking.

Road Safety

Increasing road safety in the Timiskaming district was identified as a top priority in the Timiskaming Community Safety and Well-being Survey. Impaired driving incidents in the district remain a concern as a significant factor in motor vehicle collisions and serious safety matters on the area’s highways, waterways and trails. A 5-year review by the OPP Temiskaming Detachment found that levels of alcohol or drug-related driving incidents have remained persistent, even slightly increasing in the most recent years.³⁹ The local OPP detachments remain focused on the enforcement of the “Big Four” causal factors of serious incidents. The Big Four include impaired driving (alcohol and drug), speeding and aggressive driving, inattentive or distracted driving and lack of occupant restraints and safety equipment.

Justice Services

The safety and well-being of communities in the Timiskaming District is and will always be, a top priority for the Temiskaming and Kirkland Lake OPP Detachments that serve the district. The Ontario government released its most recent Ontario Mobilization and Engagement Model for Community Policing (OMEM) in 2010. Implementation of the model and what it looks like in practice is ongoing and continues to develop and evolve. OMEM emphasizes having all community members and human services agencies working with the police to keep neighbourhoods safer, more secure, and healthier.

The OPP is committed to tackling violent crime and curbing criminal activity by addressing the root causes of crime and complex social issues and focusing on social development, prevention and risk intervention. The Timiskaming District has seen higher crime rates than the province in the past five years.¹² The district’s rates of sexual assault are greater than in the province, while there are also fewer specialized resources available for victims.

Over the past decade, police have increasingly been called to situations involving individuals who are facing mental health crises, addictions, homelessness and other complex social issues. Although police and emergency response are often the first points of contact in these situations, they are not necessarily equipped with the skills and training to respond to individuals with trauma or who are experiencing mental health crises. The Mobile Crises Response Team in development, led by the CMHA in partnership with the OPP will improve crisis response services and mental health referrals during response calls.

Canada’s justice system serves to facilitate the timely and just resolution of legal issues. However, it has been recognized that there are barriers that exist within the system that can make it difficult for the most vulnerable populations of which it means to protect. Many offenders in the justice system can be people suffering from mental

health and addictions issues and are often homeless. “Affordable justice” is a mounting concern and priority to ensure for all Canadians. There are two dimensions to cost that individuals may incur within the justice system: the direct cost of the service that the client pays through service fees and the indirect costs that the client bears in order to access a service, such as travel costs, time off work, childcare costs, or costs to access online services. Additionally, unique barriers that different groups face when navigating the justice system can include access to translators and interpreters, having appropriate services for particular cultural groups, such as Indigenous families and recent immigrants, and accessibility measures for persons with disabilities, such as visual and hearing impairments. These challenges have the potential to limit access and to properly represent oneself in the justice system. A number of service models eliminate or reduce the direct cost of the service for clients by subsidizing service costs, implementing financial criteria for means-tests or removing service fees altogether.



VI. Environment and Sustainability

The availability and use of Canada’s natural resources is a large contributor to many northern communities’ well-being, of which the Timiskaming District is no exception. Many are drawn to the region due to the opportunities to enjoy the outdoors and the natural environment in their community, while the region also benefits from the natural resource economies. Many district residents are able to enjoy urban amenities while also having readily available outdoor recreation and remote backcountry access. This connection to natural resources fosters a heightened community relationship to the health and sustainability of the environment. The sub-areas of environmental stewardship and climate change were identified for the plan.

Environmental Stewardship

Environmental stewardship is the responsible use and protection of the environment. Examples of responsible use include limiting the harvest of natural resources. Examples of protection include conservation and the creation of national and provincial parks. Indigenous peoples in Canada have practiced principles of environmental stewardship since time immemorial. Impacts of human activity on the environment are important to manage including industries’ ecological footprint, greenhouse gas emissions and climate change, and clean water. This sense of responsibility is a value that can be reflected through the choices of individuals, companies, communities, and government organizations, and shaped by unique environmental, social, and economic interests. In the Timiskaming Community Safety and Well-being Survey, 55% agreed that environmental pollution is a risk to their community.

Climate Change

Climate change can be a natural process where temperature, rainfall, wind and other elements vary over decades or more. Over the past millions of years, our world has been warmer and colder than it is now. But today we are experiencing unprecedented rapid warming from human activities, primarily due to burning fossil fuels that generate greenhouse gas emissions. We are already witnessing effects of climate change as in addition to unprecedented warmer temperatures experienced, other consequences of climate change seen include intense droughts, severe wildfires, flooding, catastrophic storms and declining biodiversity. In the Timiskaming Community Safety and Well-being Survey, 52% agreed that climate change is a risk to their community. The Government of Canada recently issued the Health of Canadians in a Changing Climate Report with nine key findings:⁴⁰

1. Climate change is already negatively impacting the health of Canadians.
2. Health risks will increase as warming continues, and the greater the warming, the greater the threats to health.
3. Some Canadians are affected more severely by climate change, as exposure and sensitivity to hazards and the ability to take protective measures varies across and within populations and communities.
4. The effects of climate change on health systems in Canada — for example, damage to health facilities and disruptions to health services and operations — are already evident and will increase in the absence of strong adaptation measures.

5. Efforts to prepare for climate change are known to reduce risks and protect health. We must take action now.
6. The health impacts of climate change on First Nations, Inuit, and Métis peoples are far-reaching, with disproportionate impacts on their communities, including food and water security and safety, air quality, infrastructure, personal safety, mental health and wellness, livelihoods, culture, and identity.
7. To successfully protect all Canadians from the health impacts of climate change, decision makers must pursue adaptation actions that are inclusive and equitable and consider the needs of racialized, marginalized, and low-income populations.
8. Increased efforts to reduce greenhouse gas emissions are required to help protect the health of Canadians.
9. Reducing greenhouse gas emissions can provide very large and immediate health co-benefits to Canadians.

Priority Areas Goals

18 goals are identified within this plan to direct strategic actions that will focus the district's collective efforts on social development and prevention. These goals were prioritized based on community need, anticipated impact, and local opportunities. Recognizing the large scope of community services, programs and development included in this plan, goals pertaining to all 25 sub-areas were not included in this first iteration of the CSWB plan. As the implementation of the CSWB Plan progresses and the plan matures, there will be the opportunity to expand the goals encompassed by the plan and its Performance Measurement Framework.

Suggested corresponding activities to achieve the goal outcomes are provided. The activities ultimately pursued will be dependent on the resources available when implementing the plan and aligned with the assets and strengths present in the community at the time.

I. Health & Well-being



Goal Outcomes:

- I.1 Ensure timely access to health services by increasing services and reducing wait times.
- I.2 Ensure health services are equitable and accessible to all by removing identified barriers.
- I.3 Reduce the incidence of mental health and substance misuse crises in the community.
- I.4. Increase access to quality and safe living arrangements at home for aging individuals, individuals with special or physical needs, and caregivers.

Activities can include:

- I.1.A1 Build coalitions to attract and retain health professionals and services.
- I.1.A2 Where service gaps are identified increase focus on those gaps to address the lack of service by increasing the services and availability of those services.
- I.2.A1 Develop an equity, diversity and inclusion evaluation tool for health services to identify equity and accessibility barriers for all populations.
- I.3.A1 Build coalitions to expand mental health and addictions services.
- I.4.A1 Work with organizations to break down barriers to accessing home support services and encourage older adults to ask for help.

II. Housing



Goal Outcomes:

- II.1 Increase available and affordable housing options for community residents through greater market inventory and access to subsidized housing and housing benefits.
- II.2 Create more pathways to housing through transitional and supportive housing options and services.
- II.3 Serve community members experiencing homelessness through expanded shelter services.

Activities can include:

- II.1.A1 Create a district housing assessment tool to scope, measure and evaluate the status and availability of affordable housing in the area.
- II.1.A2 Work with municipalities to create targets and measures for their affordable housing plans.
- II.2.A1 Build coalitions to develop new social and supportive housing.
- II.3.A1 Support the development, launch and operations of new shelters in the region, starting with Zack's Crib.
- II.3.A2 Maintain and utilize the By Name List as a tool to prioritize those who are in need of housing.
- II.3.A3 Create a working group on housing that adheres to the Reaching Home goals, funding and principles.

III. Employment & Economy



Goal Outcomes:

- III.1** Promote education, skills, and training for local jobs to create career pathways for local workforce opportunities.
- III.2** Reduce unemployment and underemployment by helping individuals apply for jobs and pursue opportunities that match their level of education and skills.
- III.3** Reduce skilled job vacancies in the region by retaining post-secondary graduates as permanent residents and members of the local workforce.

Activities can include:

- III.1.A1** Complete a human resource gap analysis to understand and scope the region's human resource needs.
- III.1.A2** Create partnerships between employers and educators to create and promote career pathways for local workforce opportunities through featured education, skills, and training.
- III.2.A1** Promote and support the employment services in the region to increase engagement by those who are unemployed or underemployed.
- III.3.A1** Build coalitions to develop new recruitment and retention strategies for identified jobs with frequent long-term vacancies and high rates of turnover.
- III.3.A2** Create multicultural/language programs to help bring newcomers and international students into the local labour force.

IV. Addressing Poverty



Goal Outcomes:

- IV.1** Increase regional understanding of evidence-based strategies that address root causes of poverty such as basic income and living wages.
- IV.2** Improve availability of affordable public transportation throughout the region and increase the mobility for residents to work, shop, play and access services.
- IV.3** Reduce food insecurity experienced in the region.

Activities can include:

- IV.1.A1** Build anti-poverty coalitions and plans to address food insecurity, housing, and unemployment and increase understanding of poverty.
- IV.1.A2** Determine what businesses/services offer "affordable access" for vulnerable groups (reduced rate, enhanced service, subsidy etc.).
- IV.2.A1** Complete a public transportation assessment to understand where transportation gaps exist in the region.
- IV.2.A2** Build regional transportation coalitions to increase access and availability.

V. Community Safety



Goal Outcomes:

- V.1** Increase the public's perception of safety in their communities.
- V.2** Improve road safety and reduce causal factors of roadway accidents.
- V.3** Ensure access to affordable justice for all residents.

Activities can include:

- V.1.A1** Coordinate training and public awareness related to addressing racism.
- V.1.A2** Build coalitions for community cohesiveness by breaking down of barriers between populations and the building of trust and understanding while eliminating stereotypes and misconceptions.
- V.1.A3** Promote the adoption of organizational training policies and the participation of the public for cultural awareness, safety and competency training.
- V.1.A4** Support violence against women organizations in educating the public and increasing access to resources for victims of gender-based violence.
- V.1.A5** Increase community awareness and understanding of human trafficking through public education.
- V.2.A1** Public education to make roadways, waterways and trails safer.
- V.2.A2** Maintain proactive measures and enforcement of the “Big Four” causal factors of roadway accidents. (Impaired, speeding/aggressive driving, inattentive/distracted driving and lack of occupant restraint and safety equipment).
- V.3.A1** Promote and support legal services that eliminate or reduce the direct cost of the service for clients.

VI. Environment & Sustainability



Goal Outcomes:

- VI.1** Foster a sense of community and community building around the natural environment in the region
- VI.2** Create plans for mitigating effects of climate change and adverse natural events in communities.

Activities can include:

- VI.A1** Build coalitions for recreational, advocacy and educational activities around the natural environment in the region.
- VI.A2** Make space for the involvement of the Indigenous communities and their traditional knowledge and expertise in environmental planning for the region.
- VI.A3** Solicit the involvement of resource industries through commitments to environmental sustainability and reinvestments into the community.
- VI.A1** Build coalitions for the development of local climate action plan(s).

Moving Forward

Implementing the Plan

For the CSWB Plan's implementation, appropriate and achievable inputs and outputs will need to be affirmed by the municipalities, partners and community stakeholders. Then, the plan's collective stakeholders must then join in the commitment to implement them. Inputs comprise of financial, human, material and information resources dedicated to the initiative/program (e.g., grant funding, dedicated human and capital resources, agreed partnership, etc.). Outputs are direct products or services resulting from the implementation of the plan's activities (e.g., multisector collaboration, clients connected to service, development of a plan, completion of a program, etc.). While community buy-in, coordination and collaboration are important to make gains on the plan's goals, targeted financial resource commitments from senior levels of government to fund relevant strategic activities will need necessary to see the plan's goals to fruition.

Role of the Plan Leads, the Municipalities and Partners

The Timiskaming District has prepared a CSWB Plan for the 23 municipalities in the district and the Municipality of Temagami. This approach was pursued given the size of many of the municipalities in the district and the interconnectedness of communities as many residents regularly travel between them for services, employment, purchases and leisure. Additionally, many service providers span the entire district, benefiting from one collective plan. A district plan aligns with the principle of Collective Impact, that through a common agenda, shared measurement, mutually reinforcing activities, and communication the district should be more successful at creating change and impact for its communities.

To create effective governance of a district wide CSWB Plan, it is recommended that a Plan Lead is established. The Plan Lead could be one organization or a partnership of multiple organizations. The role of the Plan Lead would be the responsibility of organizing the necessary working groups for the implementation of the CSWB Plan and supporting the working groups' progress. This would require both leadership (e.g., CSWB Plan Chair) and coordination (e.g., CSWB Plan Implementation Coordinator) capacity from the Plan Lead. To do this, it is recommended that the Plan Lead would introduce a dedicated CSWB Plan resource role (full or part-time) to manage the implementation of the plan overseen by a senior leader in the organization acting as the CSWB Plan Chair. The necessary funds to support this added organizational capacity would be made possible through the municipalities by contributing the funding based on apportionments. This collective district funding approach is highly recommended, as should any municipality choose to pursue the implementation of a CSWB individually, it would be expected that they would ultimately incur greater relative costs while duplicating efforts and likely having difficulty achieving the same impact alone compared to the rest of the district.

An example of a CSWB Plan Lead would be the DTSSAB and/or the Timiskaming Health Unit. They are well situated for the role given their organizations' district-wide service mandate and the span and relevance of the scope of their work in relation to community safety and well-being. It would also be a natural continuation of their leadership in the development of the CSWB Plan as part of the Steering Committee.

The Plan Lead will need the active involvement and support of the municipalities, community partners and community engagement in order to successfully implement the plan. While the Plan Lead will provide a central, steering position, it will rely on participants of various working groups to design and implement relevant plan activities. For the implementation of the CSWB Plan, the role of the Plan Lead will primarily be the following areas below, supported by municipalities and community partners.

1. Advocacy

- a. Municipal endorsements
- b. Supporting initiatives
- c. Lobbying for initiatives

2. Convening

- a. Meeting with stakeholder groups
- b. Brokering partnerships and committees
- c. Organizing CSWB Plan working groups and supporting their development and process

3. Monitoring

- a. Data collection and reporting
- b. Reviewing outcomes
- c. Amplifying finding

Performance Measurement Framework

A Performance Measurement Framework (PMF) is important so that community progress can be tracked and evaluated against the CSWB plan. A PMF should correspond with the strategic priorities, as follows:

1. From the plan's strategies, list the identified outcomes, as well as the outputs once they are determined. It is important to measure both outputs and outcomes – output indicators show that planning partners are doing the activities they set out to do, and outcome indicators show that their activities and outputs are having the desired impact or benefit on the community or target group.
2. Develop key performance indicators;
 - a. Quantitative indicators – these are numeric or statistical measures that are often expressed in terms of unit of analysis (the number of, the frequency of, the percentage of, the ratio of, the variance with, etc.).
 - b. Qualitative indicators – qualitative indicators are judgment or perception measures. For example, this could include the level of satisfaction from program participants and other such feedback.
3. Record the baseline data; information captured initially to establish the starting level of information against which to measure the achievement of the outputs or outcomes.
4. Forecast the achievable targets; the “goal” used as a point of reference against which planning partners will measure and compare their actual results against.
5. Research available and current data sources; third party organizations that collect and provide data for distribution. Sources of information may include project staff, other agencies, organizations, participants and their families, members of the public and the media.
6. List the data collection methods; where, how and when planning partners will collect the information to document their indicators (i.e., survey, focus group).
7. Indicate data collection frequency; how often the performance information will be collected.
8. Identify who has responsibility; the person or persons who are responsible for providing and/or gathering the performance information and data.

A PMF for the plan has been started with the goal outcomes, indicators, data sources and reporting frequencies. The establishment of baseline data and future targets can be added in forthcoming evaluation iterations. Currently, all indicators are identified as being reviewed on an annual basis, but this can be tailored based on the speed and relevance at which different data sources are collected. Additional data sources may be identified at later dates and can be used to update the plan or improve indicator fidelity.

Performance Measurement Framework Table



I. Health and Well-being

| Goal Outcomes | Indicators | Data Sources | Frequency |
|--|---|--|---------------|
| I.1. Ensure timely access to health services by increasing services and reducing wait times. | I.1.M1 Percentage of residents in THU catchment area who have a regular healthcare provider. I.1.M2 Average time spent in Emergency Departments by presenting patients. I.1.M3 Length of stay of inpatients designated as alternate level of care and average long-term care home waitlists. | <ul style="list-style-type: none"> • Statistics Canada • Health Quality Ontario • Public Health Ontario • THU • Temiskaming Hospital • Blanche River | Annual |
| I.2. Ensure health services are equitable and accessible to all by removing identified barriers. | I.2.M1 A process of evaluating competency of Equity, Diversity and Inclusion is applied to all health services. I.2.M2 Number of actions directed at breaking down stigmas of mental health, addiction and disenfranchised individuals accessing services I.2.M3 Number of new services and service expansions for better access, such as but not limited to geography, service delivery model, technology, hours of operations. | <ul style="list-style-type: none"> • CMHA • NEOFACS • FHTs • CSCT • Temiskaming Hospital • Blanche River • Mino M'Shki-Ki | Annual |
| I.3. Reduce the incidence of mental health and substance misuse crises in the community. | I.3.M1 Total capacity of community supports for MH&A services. I.3.M2 Incidence rate of MH&A visits to Emergency Departments. I.3.M3 Incidence rate of emergency calls for overdoses. I.3.M4 Incidence rate of fatal overdoses. | <ul style="list-style-type: none"> • Public Health Ontario • OPP • Office of the Coroner | Annual |
| I.4. Increase access to quality and safe living arrangements at home for aging individuals, individuals with special or physical needs and caregivers. | I.4.M1 Number of home assessments completed by occupational therapists. I.4.M2 Number of older adults and caregivers assisted in identifying and removing hazards to living safely in the home. | <ul style="list-style-type: none"> • DTSSAB • Temiskaming Home Support • Ontario Health Community Care • Temiskaming Hospital • Blanch River | Annual |
| Suggested Activities: I.1.A1 Build coalitions to attract and retain health professionals and services. I.1.A2 Where service gaps are identified increase focus on those gaps to address the lack of service by increasing the services and availability of those services. I.2.A1 Develop an equity, diversity and inclusion evaluation tool for health services to identify equity and accessibility barriers for all populations. I.3.A1 Build coalitions to expand mental health and addictions services. I.4.A1 Work with organizations to break down barriers to accessing home support services and encourage older adults to ask for help. | | | |

II. Housing



| Goal Outcomes | Indicators | Data Sources | Frequency |
|--|---|--|----------------------|
| <p>II.1 Increase available and affordable housing options for community residents through greater market inventory and access to subsidized housing and housing benefits.</p> | <p>II.1.M1 Number of housing development partnerships resulting in new builds II.1.M2 Community rental vacancy rates and average rental rates. II.1.M3 Percentage of households who spend >30% of income on shelter costs. II.1.M4 Average wait times for affordable housing applicants. II.1.M5 Number of seniors present on housing waitlist.</p> | <ul style="list-style-type: none"> • DTSSAB • TMA • Statistics Canada | <p>Annual</p> |
| <p>II.2 Create more path ways to housing through transitional and supportive housing options and services.</p> | <p>II.2.M1 Number of individuals who are engaged in services designed to help obtain and/or retain housing. II.2.M2 Number of transitional housing units.</p> | <ul style="list-style-type: none"> • DTSSAB • CMHA • Salvation Army | <p>Annual</p> |
| <p>II.3 Serve community members experiencing homelessness through expanded shelter services.</p> | <p>II.3.M1 Number of shelter beds. II.3.M2 Utilization of shelter services and average length of stay of shelter users.</p> | <ul style="list-style-type: none"> • DTSSAB • Pavilion's Women's Centre • Zack's Crib • Timiskaming Home Support | <p>Annual</p> |
| <p>Suggested Activities:</p> <p>II.1.A1 Create a district housing assessment tool to scope, measure and evaluate the status and availability of affordable housing in the area.</p> <p>II.1.A2 Work with municipalities to create targets and measures for their affordable housing plans.</p> <p>II.2.A1 Build coalitions to develop new social and supportive housing.</p> <p>II.3.A1 Support the development, launch and operations of new shelters in the region, starting with Zack's Crib.</p> <p>II.3.A2 Utilise the By Name List, and keep current, as a tool to prioritise those who are in need of housing.</p> <p>II.3.A3 Create a working group on housing that adheres to the Reaching Home goals, funding and principles.</p> | | | |

III. Employment and Economy



| Goal Outcomes | Indicators | Data Sources | Frequency |
|--|---|---|---------------|
| III.1 Promote education, skills and training for local jobs to create career pathways for local workforce opportunities. | III.1.M1 Rates of high school graduation and post-secondary education and training. III.1.M2 Number of local work placements filled that originate from employer/educator partnerships. | <ul style="list-style-type: none"> • Statistics Canada • Ontario Ministry of Education • Northern College • District School Boards • TMA • Enterprise Timiskaming | Annual |
| III.2 Reduce unemployment and underemployment by helping individuals apply for jobs and pursue opportunities that match their level of education and skills. | III.2.M1 Rates of unemployment among residents. III.2.M2 Number of Ontario Works clients. III.2.M3 Percentage of labour force employed full-time. III.2.M4 Number of individuals who participate in employment services. | <ul style="list-style-type: none"> • Statistics Canada • DTSSAB • Northern College | Annual |
| III.3 Reduce skilled job vacancies in the region by retaining post-secondary graduates as permanent residents and members of the local workforce. | III.3.M1 Percentage of post-secondary students who receive an employment offer within the region within 1 year of graduating. | <ul style="list-style-type: none"> • Northern College • DTSSAB | Annual |
| <p>Suggested Activities:</p> <p>III.1.A1 Complete a human resource gap analysis to understand and scope the region's human resource needs.</p> <p>III.1.A2 Create partnerships between employers and educators to create and promote career pathways for local workforce opportunities through featured education, skills and training.</p> <p>III.2.A1 Promote and support the employment services in the region to increase engagement by those who are unemployed or underemployed.</p> <p>III.3.A1 Build coalitions to develop new recruitment and retention strategies for identified jobs with frequent long-term vacancies and high rates of turnover.</p> <p>III.3.A2 Create multicultural/language programs to help bring newcomers and international students into the local labour force.</p> | | | |

IV. Poverty



| Goal Outcomes | Indicators | Data Sources | Frequency |
|---|---|--|----------------------|
| <p>IV.1 Increase regional understanding of evidence-based strategies that address root causes of poverty such as basic income and living wages.</p> | <p>IV.1.M1 After-tax median income of families. IV.1.M2 Percentage of persons on low income based on low-income cut-off (LICO).</p> | <ul style="list-style-type: none"> • Statistics Canada | <p>Annual</p> |
| <p>IV.2 Improve availability of affordable public transportation throughout the region and increase the mobility for residents to work, shop, play and access services.</p> | <p>IV.2.M1 Number and frequency of public transportation services and routes in operation. IV.2.M2 Utilization of public transportation services. IV.2.M3 Number of transportation forms filled by ODSP and OW recipients.</p> | <ul style="list-style-type: none"> • Municipalities • TMA | <p>Annual</p> |
| <p>IV.3 Reduce food insecurity experienced in the region.</p> | <p>IV.3.M1 Number of individuals accessing food assistance programs. IV.3.M2 Number of children relying on breakfast programs in schools or backpack programs. IV.3.M3 Percentage of households that are moderately or severely food insecure.</p> | <ul style="list-style-type: none"> • Salvation Army • DTSSAB • Statistics Canada • THU • Canadian Red Cross | <p>Annual</p> |
| <p>Suggested Activities:</p> <p>IV.1.A1 Build anti-poverty coalitions and plans to address food insecurity, housing and unemployment and increase understanding of poverty.</p> <p>IV.1.A2 Determine what businesses/services offer “affordable access” for vulnerable groups (reduced rate, enhanced service, subsidy etc.).</p> <p>IV.2.A1 Complete a public transportation assessment to understand where transportation gaps exist in the region.</p> <p>IV.2.A2 Build regional transportation coalitions to increase access and availability.</p> | | | |

V. Community Safety



| Goal Outcomes | Indicators | Data Sources | Frequency |
|---|---|---|----------------------|
| <p>V.1 Increase the public's perception of safety and belonging in their communities.</p> | <p>V.1.M1 Percentage of population who feel safe in their communities and residents' perception of the rate of crime in their communities.</p> <p>V.1.M2 Percentage of population experiencing discrimination in the past 5 years based on ethnocultural characteristics.</p> <p>V.1.M3 Police statistics of rates of victims of crimes.</p> | <ul style="list-style-type: none"> • OPP • Statistics Canada • CSWB surveys • Timiskaming Vital Signs | <p>Annual</p> |
| <p>V.2 Improve road safety and reduce causal factors of roadway accidents.</p> | <p>V.2.M1 Number of collisions, injuries and fatalities in our communities involving motorized vehicles.</p> <p>V.2.M2 Number of impaired related motorized vehicle incidents.</p> | <ul style="list-style-type: none"> • OPP | <p>Annual</p> |
| <p>V.3 Ensure access to affordable justice for all residents.</p> | <p>V.3.M1 Number of legal services that provide subsidized legal services for vulnerable clients.</p> | <ul style="list-style-type: none"> • Legal Aid Ontario | <p>Annual</p> |
| <p>Suggested Activities:</p> <p>V.1.A1 Coordinate training and public awareness related to addressing racism.</p> <p>V.1.A2 Build coalitions for community cohesiveness by breaking down barriers between populations and building trust and understanding while eliminating stereotypes and misconceptions.</p> <p>V.1.A3 Promote the adoption of organizational training policies and the participation of the public for cultural awareness, safety and competency training.</p> <p>V.1.A4 Support violence against women organizations in educating the public and increasing access to resources for victims of gender-based violence.</p> <p>V.1.A5 Increase community awareness and understanding of human trafficking through public education.</p> <p>V.2.A1 Public education to make roadways, waterways and trails safer.</p> <p>V.2.A2 Maintain proactive measures and enforcement of the “Big Four” causal factors of roadway accidents. (Impaired, speeding/aggressive driving, inattentive/distracted driving and lack of occupant restraint and safety equipment).</p> <p>V.3.A1 Promote and support legal services that eliminate or reduce the direct cost of the service for clients.</p> | | | |

VI. Environment and Sustainability



| Goal Outcomes | Indicators | Data Sources | Frequency |
|--|---|--|---------------|
| VI.1 Foster a sense of community and community building around the natural environment in the region | VI.1.M1 Percentage of population that is satisfied with the opportunities to enjoy the outdoors and the natural environment in their community. VI.1.M2 Percentage of population that agrees that their community is proactive in protecting and stewarding the environment. VI.1.M3 Number of reported renewable energy or sustainable practices initiatives/policies in place. | <ul style="list-style-type: none"> • CSWB surveys • Timiskaming Vital Signs • Municipalities • Private Sector • Charlton Sustainability Hub | Annual |
| VI.2 Create plans for community effects of climate change and adverse natural events. | VI.2.M1 Up to date Emergency Response Plans. | <ul style="list-style-type: none"> • Municipalities | Annual |
| <p>Suggested Activities:</p> <p>VI.1.A1 Build coalitions for recreational, advocacy and educational activities around the natural environment in the region.</p> <p>VI.1.A2 Make space for the involvement of the Indigenous communities and their traditional knowledge and expertise in environmental planning for the region.</p> <p>VI.1.A3 Solicit the involvement of resource industries through commitments to environmental sustainability and reinvestments into the community.</p> <p>VI.2.A1 Build coalitions for the development of local climate action plan(s).</p> | | | |

Appendixes

Plan Guiding Principles

Four guiding principles are recommended to help the CSWB Plan's implementation and ultimate success. These are informed by best practices for community development initiatives.

Collective Impact

A strategy of collective impact is important for the Plan to be successful. This form of collaboration brings people together in a structured way towards a common agenda and plan of action to address a complex social problem.⁴¹ The collective impact approach is characterized by five core elements that facilitate effective cross-sector collaboration and the resulting population-level impacts. The underlying elements of collective impact for the Plan include:

- **Common agenda:** All participants share a vision for change that includes a common understanding of the problem and a joint approach to solving the problem through agreed-upon actions.
- **Shared measurement:** All participants agree on how to measure and report on progress, with a shortlist of common indicators identified to drive learning and improvement.
- **Mutually reinforcing activities:** A diverse set of stakeholders, typically across sectors, coordinate a set of differentiated and mutually reinforcing activities.
- **Continuous communication:** All players are engaged in frequent, structured communication to build trust, assure mutual objectives and create common motivation.

Partnerships are critical to addressing community risk issues. Many community challenges cut across multiple sectors and government ministries, therefore coordination and activities by several community agencies will be needed to achieve the Plan's goals. The CSWB Plan actions will enhance partnerships within the community and increase inter-agency partnership. The support of agencies' senior leadership is critical, to empower staff to prioritize partnerships and sustain and build momentum for cross-agency initiatives when faced with competing priorities.

Social and environmental determinants of health

The conditions in which people are born, grow, work, live and age influence their overall health and well-being. These conditions, known as the social determinants of health, include social and economic factors that can positively or negatively influence health outcomes.⁴² The social determinants of health can include income, employment and working conditions, education and literacy, childhood experiences, physical environments, social supports and coping skills, healthy behaviours, access to health services, genetic dispositions, gender, culture and race/racism. Likewise, several environmental factors, such as outdoor and household air pollution, drinking water contamination, occupational exposure to hazardous materials and built environments that discourage physical activity, influence the risk and experience of chronic disease. Recognizing that factors outside the control of individuals can influence their well-being impacts the types of preventive and upstream actions that are needed to influence population health.

Applying An Equity Lens

Applying an equity lens is a consistent theme throughout the CSWB Plan. Equity refers to fair, just and respectful treatment that recognizes and acknowledges the need to treat people differently depending on their needs and circumstances. It involves the removal of barriers to address historic and current disadvantages for under-represented and marginalized groups. Marginalized populations face inequities in access and outcomes due to systemic barriers and historic disadvantages. This hinders their ability to feel safe and live to their full potential. As part of an equity lens, there will be consideration of anti-racist, anti-oppressive and culturally safe approaches to the work.

Anti-Racism

Anti-racism is a process of actively identifying and opposing racism. The goal of anti-racism is to challenge racism and actively change the policies, behaviours, and beliefs that perpetuate racist ideas and actions. Anti-racism is rooted in action. It is about taking steps to eliminate racism at the individual, institutional, and structural levels.

A history of systemic marginalization of Indigenous peoples has manifested as continued inequitable outcomes at the community level. Indigenous residents experience a higher incidence of morbidity and mortality, lower levels of educational attainment, and fewer economic opportunities.⁴³ These experiences require sustained proactive action and focus, which places Indigenous residents at risk of competing priorities and burnout when advocating for themselves. When talking about inequitable outcomes, it is important to recognize that Indigenous peoples in Canada are not another equity-seeking group, as they are the original inhabitants of this land and are in fact sovereign peoples.

In the CSWB Community Survey, 64% of participants agreed that there are racist attitudes and/or behaviours present in the Timiskaming Districts. While the survey profile has its limitations as is not a fully community-wide poll, the level of awareness of this issue and the ability to speak to this says a lot about the motivation of the sample of the community to address racism and its inherent impacts. Awareness is a huge step in addressing racism and shows a commitment from the community towards an acknowledgement of the issue, which is a necessary step towards empowering those that are oppressed through racism.

Key Industries in the District

The 1903 silver rush in Cobalt and the arrival of the railroad greatly stimulated the development of the rest of Northern Ontario. While most of the mines in Cobalt were depleted and shut down by the 1970's, there still is plenty of mining activity in the District to this day. In Kirkland Lake is the "Mile of Gold", a line of 7 major mines that yielded extraordinary wealth for over 80 years from one of the world's largest deposits of gold. With the more recent rise in the price of gold, companies are reopening mines that were mothballed for decades, offering many new jobs and sparking an economic recovery in the area. Northern College's Haileybury School of Mines strives to support the local industry by fostering a global network of leaders in mining and related technologies.

In the second half of the 19th century, the forestry industry around Lake Timiskaming was developed through the Ottawa riverway system. The Ottawa River and its tributaries provided access to large tracts of forest, and allowed timber to float long distances at a time when there was no road or rail system available. Forestry remains active in the region to this day, managed through the Timiskaming Forestry Alliance and with First Nations, municipalities and logging companies recently forming the Temagami Management Unit. While harvesting across northern Ontario was seen to be down by about 50% from its peak in the early years of the 2000s, harvest rates on the 'Timiskaming Forest' that encompasses much of the District have remained high.⁴⁴

The first settlers were attracted to the rich farmland in the clay belt of northeastern Ontario. Today, agriculture is still vital to the economy of the Timiskaming region. In 2005, farmers in the District reported a total of \$49.8 million in gross farm receipts which was the highest value of any District in northern Ontario.⁴⁵ Northern College's Haileybury Campus provides a number of specialized agricultural programs, connecting students directly with areas of the industry's growth.

Appendixes

What Community Safety and Well-being means to you?

Timiskaming District residents were asked, “What Community Safety and Well-being means to you?” Community responses taken from the Timiskaming District’s CSWB Survey included:



Community Survey

Timiskaming District residents were asked, “What Community Safety and Well-being means to you?” Community responses taken from the Timiskaming District’s CSWB Survey included:

The Survey has had 509 English and 10 French survey responses for a total of 519 participants.

The survey consisted of 11 pages, and a total of 50 total questions collecting information regarding:

- o Education
- o Employment
- o Housing
- o Recreation and Culture
- o Mental Health
- o Substance Use
- o Environment and Sustainability
- o Community Safety and Perceptions of Crime
- o Equity in the Community
- o Community Well-Being
- o Demographic Information

Survey Highlights: survey participants...

- Feel that educational or training opportunities are unaffordable (32% - question #6)
- Have concerns about having enough money to pay for housing/rent, food, clothing, utilities and/or other basic necessities (38% - question 11)
- Feel that their community is not proactive in creating options to improve affordable housing (49% - question 14)
- Agree that their community needs enhanced emergency shelter services to address homelessness in the community (54% - question #15)
- Agree that their community needs additional temporary/transitional housing to help people in crisis reach permanent housing (67% - question #16)
- Agree that their community needs additional seniors housing, assisted living and long term care residences to help people age safely in our communities (85% - question #17)
- Agree that climate change is a risk to their community (52% - question #22)
- Agree that environmental pollution is a risk to my community (55% - question #23)
- Feel that there are **not** sufficient mental health services in the Timiskaming District to serve the needs of the community (68% - question #27)
- Feel that there are **not** sufficient addiction services in the Timiskaming District to serve the needs of the community (60% - question #30)
- >1/3 feel somewhat unsafe in their community (37% - question #32)
- Feel that over the last three years, do you think crime in their community has increased (61% - question #35)
- Agree that there are racist attitudes and/or behaviours present in their community (64% - question #40)
- The top voted priority areas were: (question #43)
 1. Housing (14%)
 2. MH&A services (14%)
 3. Health services (13%)
 4. Road safety (10%)
 5. Employment service (9%)

Glossary of Acronyms

CMHA –Canadian Mental Health Association

EMS –Emergency Medical Services

EMTs – Emergency Medical Technicians

GED – General Educational Development (certified Canadian high school equivalency)

LTC – Long Term Care

LICO – Low-income cut-off

MCRT –Mobile Crises Response Team

NEOFACS – North Eastern Ontario Family and Child Services

ODSP – Ontario Disability Support Program

OMEM – Ontario Mobilization and Engagement Model for Community Policing

OPP – Ontario Provincial Police

OW – Ontario Works

PMF – Performance Measurement Framework

SCWW – Seniors Centre Without Walls

TPU – Timiskaming Health Unit

VAW – Violence Against Women

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The Corporation of the City of Temiskaming Shores

By-law No. 2022-114

**Being a by-law to enter into a strategic alliance agreement with
The Temiskaming Shores and Area Chamber of Commerce**

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 acknowledged receipt of Administrative Report CS-027-2022 regarding a Strategic Alliance with the Temiskaming Shores & Area Chamber of Commerce; and

Whereas the Council of The Corporation of the City of Temiskaming Shores desires to enter into an Agreement with the Temiskaming Shores and Area Chamber of Commerce.

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

1. That the Mayor and Clerk be authorized to enter into a Strategic Alliance Agreement with the Temiskaming Shores & Area Chamber of Commerce, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 21st day of June 2022.

Mayor

Clerk



Schedule “A” to

By-law 2022-114

Agreement between

The Corporation of the City of Temiskaming Shores

And

Temiskaming Shores and Area Chamber of Commerce

Strategic Alliance Agreement

This agreement made the 21st day of June, 2022.

Between:

The Corporation of the City of Temiskaming Shores
(Hereinafter called the “Municipality”)

And:

Temiskaming Shores and Area Chamber of Commerce
(Hereinafter called the “Chamber”)

Purpose

To strengthen the shared vision of increasing tourism and business development while jointly exploring new ventures and finding the means to identify and implement opportunities in tourism, economic, heritage, and recreation developments in the South Temiskaming region.

Preamble

The Temiskaming Shores and Area Chamber of Commerce and The Corporation of the City of Temiskaming Shores have traditionally shared an interest in the mutual benefits resulting from tourism and other economic development opportunities presented through its association.

A mutual commitment to community partnerships and our respective roles in preserving and exploring tourism and economic development opportunities in the South Temiskaming region suggests a strategic alliance would benefit both organizations.

Principles

- Mutual benefit from furthering the progress and completion of several endorsed tourism development projects of significant economic importance for the South Temiskaming Region.
- Respect and support for the mandate of each organization as a foundation for collaboration.
- Economic sustainability in common endeavours is an essential consideration.
- Support of excellence through continuous improvement as a foundation for all activities.
- Best utilization of resources in reaching common goals.

Mutual Objectives

- Formally strengthen the partnership existing between the Chamber and the Municipality.
- Jointly review and consider opportunities defined through previous meetings, studies, and community leaders.
- Achieve greater synergy by identifying opportunities for other partners with similar goals.
- Work toward the completion of mutually identified projects with a cooperative approach to sharing information, services, and expertise.
- Reduce the cost of implementing community developments as well as providing more comprehensive and accountable services to the public.

Chamber's Covenants

- Answer and respond to (800) telephone line calls listed on City advertising.
- Answer and respond to emails received for additional information through the City's or Chamber's website or email system.
- Assist with the regional promotion of City activities through membership newsletters and emails, including programs such as Business Retention and Expansion.
- Be the point of contact for the consumer to access tourism information and print material.
- Ensure staff is polite and knowledgeable about local tourism products and opportunities.
- Coordination of tourism programs and training opportunities to assist local tourism operators (Treasure Tours, Brochure Exchange, etc.).
- Ensure City staff is aware of new tourism programs or funding opportunities.
- Keep tourism information fresh and up to date on the Chamber website.
- Ensure that local and regional tourism brochures are displayed most prominently within the Tourism Information Center.
- Provide support and comments from the business community regarding City and regional tourism programs.
- Keep up to date information on local events, attractions, accommodation listings, business directory listings, service clubs, etc. through Information Temiskaming.
- Coordinate community marketing programs to promote the City and the Chamber. (i.e. booths at local and regional events, photo contests, telephone book community pages, etc)
- The Chamber shall keep its building in a state of good repair
- The Chamber shall indemnify and save harmless the City from and against any and all liabilities, claims and damages; actions and causes of action; that may arise from their use and occupation of the lands where their building is situated (883356 Highway 65 East)
- The Chamber of Commerce shall provide the City with a Certificate of Insurance in the amount of at least **\$2 million** naming the City as an additional insured on or before the 1st day of January each year.

Municipality's Covenants

- Lease the land upon where the Chamber's building is located (883356 Highway 65 East) at a cost of \$1 per year. Should the property become assessable through the Municipal Property Assessment Corporation the Chamber shall be responsible to pay any and all property and school board taxes.
- Provide maintenance of the land (not including buildings) at no charge to the Chamber. This maintenance will include regular grass cutting, summer grading of parking lot as required and plowing & sanding of parking lot in the winter as required.
- Pay an annual contribution of \$25,000 for the Term of the Agreement to assist the Chamber with their operating costs.
- Provide and maintain signage promoting "The Temiskaming Shores Tourism Information Center."
- Provide, at no cost, City facilities and assistance to the Chamber of Commerce for Chamber events and City partnerships (Facilities and assistance must be mutually agreed upon dates and places)
- Provide a "point of contact" individual to liaise with Chamber staff and board.
- Ensure that Tourism Information staff is aware of new and emerging tourism programs.
- Provide support for ongoing Chamber events.

Provisions

Provided always and it is hereby agreed as follows:

Amendments

This agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.

A review of the covenants may be performed on an annual basis to ensure that the agreement remains viable.

Effect of Agreement

This agreement and everything herein contained, shall extend to and bind and may be taken advantage of by the heirs, executors, administrators, as the case may be, of each (and every) of the parties hereto, and where there is more than one tenant or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenant shall be deemed joint and several.

Term

The term of this agreement shall be from January 1, 2022 to December 31, 2026.

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The Corporation of the City of Temiskaming Shores

By-law No. 2022-115

Being a by-law to enter into an agreement with Miller Paving Limited for the provision of Design Build Upgrades – Radley Hill Railway Crossing

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

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

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

Whereas Council considered Administrative Report No. PW-023-2022 at the June 21, 2022 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into an agreement with Miller Paving Limited for the Design Build Upgrades to the Radley Hill Railway Crossing in the amount of \$640,722.50 plus applicable taxes, for consideration at the June 21, 2022 Regular Council meeting.

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

1. That Council authorizes the entering into an agreement with Miller Paving Limited for the Design Build Upgrades to the Radley Hill Railway Crossing in the amount of \$640,722.50 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 21st day of June 2022.

Mayor

Clerk



Schedule “A” to

By-law 2022-115

Agreement between

The Corporation of the City of Temiskaming Shores

and

Miller Paving Limited

for Design Build Upgrades to the Radley Hill Railway Crossing

This agreement made this 21st day of June, 2022.

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called “the Owner”)

And:

Miller Paving Limited
(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 in the Tender Documents entitled:

**The Corporation of City of Temiskaming Shores
Design Build – Radley Hill Railway Crossing
Tender No. PW-RFP-001-2022**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement, attached hereto as Appendix 01; and
- c) Complete, as certified by the Manager of Transportation Services by **March 31, 2023**.

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **Six-hundred and forty-thousand, seven-hundred and twenty-two dollars and fifty cents (\$640,722.50)** plus applicable taxes, subject to additions and deductions as provided in the Contract Documents (if applicable), attached hereto as Appendix 01.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such Invoice.

ARTICLE III:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

Miller Paving Limited
505 Miller Avenue
Markham, ON
L6G 1B2

The Owner:

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

The Manager of Transportation Services:

Manager of Transportation Services
City of Temiskaming Shores
P.O. Box 2050, 325 Farr Drive
Haileybury, Ontario
P0J 1K0

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Appendix 01 to
Schedule "A" to

By-law No. 2022-115

Form of Agreement

TABLE OF CONTENTS

BID DEPOSIT

AGREEMENT TO BOND

1. QUALIFICATIONS, EXPERTISE AND PERFORMANCE

- 1.1. COMPANY PROFILES AND REPUTATIONS
- 1.2. EXPERIENCE WITH PREVIOUS PROJECTS
- 1.3. PROJECT ORGANIZATION CHART
- 1.4. TECHNICAL STAFF
- 1.5. CONSTRUCTION STAFF

2. METHODOLOGY AND APPROACH TO PROJECT

- 2.1. UNDERSTANDING OF PROPOSED PROJECT
- 2.2. OUTLINE & CRITICAL PATH OF TASKS
- 2.3. ROAD CONSTRUCTION METHODS
- 2.4. PROBLEM SOLVING

3. SCHEDULE AND QUALITY ASSURANCE

- 3.1. SCHEDULE
- 3.2. QUALITY ASSURANCE
 - 3.2.1. ENVIRONMENTAL MANAGEMENT
 - 3.2.2. SAFETY MANAGEMENT

4. VALUE ADDED SERVICES

- 4.1. BENEFITS TO CITY
- 4.2. UTILIZATION OF TOOLS AND RESOURCES

5. COST ESTIMATES

SCHEDULE A: FORM OF TENDER AND SCHEDULE OF PRICES

SCHEDULE B: NON-COLLUSION AFFIDAVIT

SCHEDULE C: CONFLICT OF INTEREST DECLARATION

SCHEDULE D: LIST OF PROPOSED SUB-CONTRACTORS

APPENDIX A: SCHEDULE OF ITEMS AND PRICES

1. QUALIFICATIONS, EXPERTISE AND PERFORMANCE

1.1. COMPANY PROFILES AND REPUTATIONS

The history of **The Miller Group** dates back to 1917, when it was founded as A.E. Jupp Construction. In 1940, new ownership resulted in the name change to Miller Paving Limited. In March 2018, Miller became a subsidiary of the international construction group, Colas SA, who have their headquarters in Paris, France. Colas is a worldwide leader in transportation infrastructure, construction and road maintenance, and operates in all provinces in Canada. Locally, Miller Northern operates several manufacturing plants, and operates their Northern Ontario division from Temiskaming Shores. The New Liskeard Rockley Road location covers the vast geography of Northern Ontario and employs as many as 500 people during the peak season. Miller's success is based on time-proven construction methods and innovative technology, backed by vast technical and financial resources. Over 3,500 employees of Miller Paving Limited build and support urban and rural infrastructure across Canada, throughout the United States and in International markets. Every employee works to provide total customer satisfaction by offering products and services that represent value, adhere to specifications and are clearly superior to those of the competition. Miller has significant experience in working on design-build projects and has demonstrated expertise, experience, knowledge, and innovation in the participation of these projects across Ontario and Canada. Miller was the lead in developing specifications, bidding and executing design-build contracts for the Ministry of Transportation over the past several years, completing eight MTO design-build projects since 2012. Miller has also completed several municipal design-build bridge projects for the City of Temiskaming Shores, Township of Kerns, Town of Cobalt and the Township of Calvin. Accomplishing these projects has enabled us to better understand the needs of the multiple stakeholders involved, including owners, local townships and municipalities, third-party agencies such as the Ministry of Environment, Ministry of Natural Resources, Department of Fisheries and Oceans, and many other agencies.

EXP is a full-service multi-disciplinary engineering and architectural firm licensed to practise engineering in the Province of Ontario. They offer consulting, investigation, testing and problem-solving services in geosciences, environment, building science, mechanical, electrical, construction materials, pipeline services, fire and life safety, municipal, transportation and facilities engineering. EXP serves both private and public sector clients across Canada, USA and internationally. The company has extensive experience and an excellent reputation in all aspects of design, including our numerous bridges, structural culverts, and road reconstruction projects. With the support of our other service lines, we provide seamless delivery of integrated projects. With our New Liskeard office located in close proximity to the project site, we are in the best position to respond timely to all the project needs and to complete the project on schedule and on budget. Experience in numerous bridge and culvert replacement, rehabilitation and inspection projects bring built-in value engineering. Operation issues are addressed with respect to effectiveness, efficiency, reliability, flexibility, low maintenance and lengthy service life. EXP is currently registered in the MTO Registration, Appraisal and Qualification System (RAQS). EXP is registered in the Bridge Engineering category for Design and Evaluation – Complex Structures (Multi Span), as well as Design and Evaluation – Single Span. In addition, EXP is registered in RAQS for Highway engineering including Major Reconstruction and Minor Reconstruction as well as many other RAQS categories. Our RAQS registrations demonstrate our ability to perform numerous designs to MTO standards.

1.2. EXPERIENCE WITH PREVIOUS PROJECTS

The Design-Build team has both in a corporate framework and individually, been involved in numerous transportation and mining projects including bridges, roads, mining exploration, land development, and decommissioning projects for the last several decades. Specific road and bridge construction projects include reconstruction, rehabilitation, and new construction projects completed under conventional engineering and

construction approaches to major transportation projects in the multi-million (up to half billion) dollar range under design-build arrangements.

The following are brief descriptions of relevant projects completed by the members of Design-Build team:

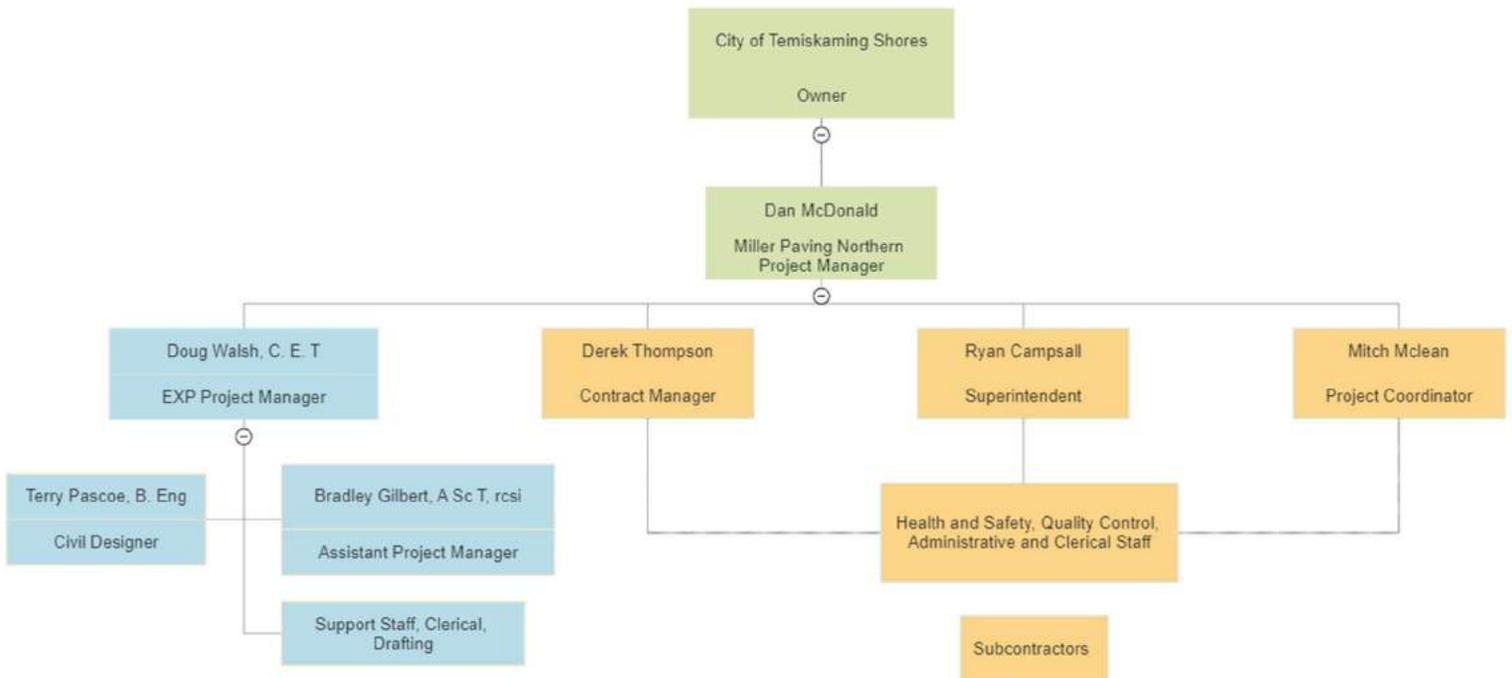
DESIGN-BUILD: LAROSE BRIDGE REPLACEMENT
 CLIENT: Coleman Township/Town of Cobalt
 REFERENCE: Patrick Cormier, CAO/Clerk-Treasurer
 DESIGNER: EXP – Steve Ho, Structural Designer
 CONSTRUCTION COST: \$4,987,712.87
 COMPLETION: planned for Spring 2022
 PROJECT DESCRIPTION: Remove and replace Larose Bridge

ROADS PROGRAM
 CLIENT: City of Temiskaming Shores
 REFERENCE: Mitch Mccrank, Manager of Transportation Services
 CONSTRUCTION COST: up to \$5,000,000
 COMPLETION: Current (2022 completion)
 PROJECT DESCRIPTION: Multi-year roadway rehab services

DESIGN BUILD: RECONSTRUCTION OF PAUTOIS BRIDGE
 CLIENT: Township of Calvin
 DESIGNER: EXP – Steve Ho, Structural Designer
 REFERENCE: Antoine Boucher, Director of Public Works & Engineering
 CONSTRUCTION COST: \$1,000,000
 COMPLETION: 2012
 PROJECT DESCRIPTION: Reconstruction of Pautois Bridge

DESIGN BUILD: GOLF COURSE ROAD BRIDGE REHABILITATION
 CLIENT: City of Temiskaming Shores
 DESIGNER: EXP – Steve Ho, Structural Designer
 REFERENCE: Doug Walsh, Former Director of Public Works
 CONSTRUCTION COST: \$845,150.00
 COMPLETION: 2020
 PROJECT DESCRIPTION: Rehabilitation of Golf Course Road Bridge

1.3. PROJECT ORGANIZATION CHART



1.4. TECHNICAL STAFF

DOUGLAS WALSH, C.E.T, PROJECT MANAGER

Doug is a Certified Civil Engineering Technologist having had responsibility for the design and construction administration for a wide variety projects early in his career. With over 16 years' experience in the civil engineering field his involvement ranged from preliminary engineering surveying, design quantity estimating, plan/tender document preparation and contract administration of construction projects. Having spent almost twenty years in Senior Municipal Management, as the Director of Public Works for the Town of Haileybury and finally the City of Temiskaming Shores provided valuable experience in Asset Management, Long Term Budget forecasting and facility, roads, water, sanitary sewer and equipment maintenance. Doug also had the opportunity to spend over 7 years in public service at the Provincial level as the Area Supervisor with the Ministry of Environment and as the District Manager with the Ministry of Labour, both in the Northern Region, based in North Bay. Doug's current role as an Independent Consultant with EXP is to assist in the oversight of successful completion of various engineering projects by the EXP design and contract administration team. Other components involve the liaison with clients, contractors and government/municipal agencies.

BRADLEY GILBERT, A. SC T, RCSI

Brad is a Senior Technologist responsible for managing a variety of design and construction administration engineering projects. During Brad's 29 years of experience in the civil engineering field his involvement in these projects have ranged from preliminary engineering surveying, design quantity estimating, plan/tender document preparation and contract administration of construction projects. Brad has been responsible for the organization and direction of field staff for data collection, inspection, and quality assurance along with the following duties: Type 'C' Laboratory Supervisor, Health and Safety Representative and Radiation Safety Officer (RSO). Brad's role as a Project Manager with EXP is to oversee the successful completion of engineering projects by the EXP design and contract administration team. Other components involve the liaison with clients, contractors, and government/municipal agencies.

TERRY PASCOE, B ENG.

Terry is an experienced roadway and linear infrastructure designer with experience designing watermain as well as sanitary and storm sewage conveyance. He has assembled and submitted numerous Environmental Compliance Approval applications including correspondence during the technical review phase of the approvals process. Terry has extensive experience designing roadway projects in Bentley's Inroads from horizontal and vertical alignment design to corridor assembly and generation of quantities, grading reports and cross-sections. Terry has experience as a junior inspector on MTO contracts including bridge rehabilitation, structural culvert replacement, grading, granular base, and hot mix paving. He has experience as a senior inspector on MTO contracts including bridge replacement, blasting, grading, granular base, and hot mix paving.

1.5. CONSTRUCTION STAFF

DAN McDONALD, PROJECT MANAGER

Dan is the Regional Manager of Construction with Miller Paving Northern. His responsibilities include overseeing the Construction, Quality Control, Crushing and Screening, Concrete and Aggregate divisions. Dan started with Miller Paving as a summer student back in 2007, and throughout his years at Miller he has been involved in field work, estimating, contract administrating, and managing a variety of projects. These projects ranged from new bridge structures, deep fill culverts, highway and road construction, asphalt, and surface treatment, to the retail sales of

aggregate and concrete products. Dan has committed himself to the ensuring his division’s projects are completed to with the highest degree of quality and accuracy.

RYAN CAMPSALL, SUPERINTENDENT

Ryan has been a Superintendent since 2014. He started in construction in 2006 and has taken on many different roles throughout the years, starting with running the profilograph, then as a traffic control foreperson, foreperson, project coordinator and now a superintendent. The work he has completed varies from deep fill culverts, treatment areas, grinding, pulverizing, bridge rehabs, new bridge construction, airport runways, Design Build projects, and constructing highways totalling hundreds of kilometers. As a superintendent he is responsible for scheduling and planning operations, as well as supervising multiple crews on site and working closely with subcontractors, the Ministry, and municipalities. Ryan strives for the best quality while keeping budgets on track for Miller and the client.

DEREK THOMPSON, CONTRACTS MANAGER

Derek Thompson is a contracts manager is a responsible for managing a variety of municipal roadwork and highway construction projects. During Derek’s 12 years of experience in the construction field his involvement in these projects have ranged from estimating, plan/tender document review, contract scheduling, and managing crew and equipment requirements. Some of the projects in which Derek has direct involvement included deep fill culverts, complete road rehabilitation work (treatment areas, grinding, pulverizing, new asphalt placement, drainage improvements) bridge rehabilitations and new constructions, along with Design Build projects. As a contracts manager, Derek is responsible for ensuring project execution as far as scheduling, planning operations, health and safety, and ensuring quality control aspects of the contracts are met. Derek has a strong track record of meeting or exceeding contractual deadlines for his projects while maintaining high quality workmanship.

MITCH MCLEAN, PROJECT COORDINATOR

Mitch is a Senior Project Coordinator for the Miller Paving Northern Construction Division. He took on the role of Coordinator shortly after graduating college as a Civil Engineering Technologist. He has worked in construction since 2011, starting as a summer student, then moving on to labourer, grade work/surveyor, project coordinator and now Senior Project Coordinator. His completed works include deep fill culverts, trenchless culvert installation, treatment areas, grinding, pulverizing, surface treatment, paving and multiple long highway jobs. Mitch is responsible for scheduling, working with subcontractors and planning operations.

METHODOLOGY AND APPROACH TO PROJECT

1.6. UNDERSTANDING OF PROPOSED PROJECT

The Owner’s objective is to procure a Design-Build Team to undertake the design and construction of the Radley Hill Road railway crossing approaches and subsequent thoroughfare, ditches, and entrances from Roseneath Avenue to Lakeshore Road. The project scope and deliverables will reflect the appropriate requirements of the Ontario Provincial Standards, Transport Canada’s Grade Crossing Standards, Transport Canada’s Funding Agreement, and any additional requirements from Ontario Northland Railway. The work is to be completed by March 31st, 2023.

The Project Team are all local residents and know the Radley Hill area well. The eastern portion of Radley Hill Road is an extremely steep roadway consisting of a granular limestone surface, narrow roadside drainage ditches and a number of household entries with culverts. The combination of vertical grade, poor drainage and silty surface make for an unsuitable rail crossing that is consistently filled with granular material, requiring frequent and ongoing maintenance.

In 2018, a grade crossing assessment was commissioned by the ONR at the Radley Hill rail crossing located at Mile 111.56 of the ONR Temagami subdivision in the City of Temiskaming Shores, Ontario (the “City”). As a result of that assessment, a number of non-compliant issues were identified requiring corrective actions to become compliant with Transport Canada’s Grade Crossing Regulations and Standards. In 2020, the City of Temiskaming Shores commissioned a conceptual design and with the findings of this design was awarded funding to undertake Railway crossing improvements, namely the supply and installation of advance warning signs and lights. The second phase of this project is to improve the approaches, riding surface, and drainage ditches.

1.7. OUTLINE & CRITICAL PATH OF TASKS

The outline of the project will generally follow the order of tasks below:

- Client/ONR Consultation
- Obtain any permitting required to perform the work
- Existing infrastructure evaluation
- Topographic survey
- Geotechnical investigation
- Drainage system evaluation, ditches, and culverts for both the roadway and ONR
- Preliminary design, design, and construction
- Road excavation, ditching, granular base, hot mix, top surface placement, culverts
- Coordinate crossing with ONR
- Pavement markings
- Supervision, management, inspection, and administration
- Project close-out

1.8. ROAD CONSTRUCTION METHODS

The design and construction will generally follow the conceptual drawings provided with the RFP:

- Provide a profile grade similar to the RFP profile concept
- Excavate the road to a depth of approximately 800mm (blasting including 300mm shatter may be required to achieve the proper grade)
- Subgrade will have a 3% crossfall to open ditches where possible
- Ditches will be lined with geotextile and R-50 RIP RAP
- Large rocks will be strategically placed in the ditch line to throttle the flow of ditch water
- Foreslope of the ditch will be granular sealed
- Install entrance culverts and regrade driveways to match the new road profile
- Backfill the road with new Granular B Type II, with a depth of 600mm
- Place geotextile at subgrade between the earth and B II
- Top the road with Granular A, with a depth of 150mm
- Hot Mix, with a depth of 60mm (3.25m lanes and 1.5m fully paved shoulders)
- Coarse single surface treatment on the asphalt for traction

- Provide ditching to the ONR cross culverts north and south of the existing crossing
- Provide pavement markings
- Coordinate with ONR work

1.9. PROBLEM SOLVING

For safety purposes, the work will be undertaken under closed road conditions. Miller will ensure access for each property owner throughout the project.

The proposal for the reconstruction of the ONR approaches on Radley Hill is to eliminate granular material from filling the ONR crossing, which requires frequent and ongoing maintenance. The proposed design involves the paving of the approaches, excavating and placing RIP RAP in the ditches, as well as sealing the foreslope of the ditch to eliminate the possibility of any fines and granulars from ending up on the ONR crossing. A coarse surface treatment layer is to be placed on the hot mix to increase skid resistance for the steep road.

Winter Maintenance operations, such as sanding and salting, will add to the granular build up and the city should be mindful of this during the winter season. Spring maintenance will be required at the crossing to pick up winter sand build up. The area west of Roseneath will be a gravel surface and there is an outside chance that granulars from this area could affect the work undertaken in this RFP. The city should review this area and consider enhancing the rest of the steep area of Radley Hill Road, west of Roseneath.

SCHEDULE AND QUALITY ASSURANCE

1.10. SCHEDULE

Both the technical and construction staff as outlined in Section 1 will be fully available for the duration of the project.

| Key Milestone | Date |
|-----------------------------------|---|
| Early May 2022 | Pre-Design Meeting with Stakeholders |
| June 15 th , 2022 | Geotechnical Investigation |
| June 24 th , 2022 | Design Drawing and Specs 90% Complete |
| July 8 th , 2022 | Construction Drawings Complete |
| July 11 th , 2022 | Pre-Start Construction Meeting |
| August 2 nd , 2022 | Mobilization, ONR Crossing Allowance, Track Protection |
| August 8 th , 2022 | Clearing, Earth Excavation, Ditching, Culverts, Granulars |
| September 30 th , 2022 | Paving, Tack Coat, Pavement Markings |
| November 15 th , 2022 | Demobilization |
| November 30 th , 2022 | Close out: As Built Drawings and Construction Completed (minus Surface Treatment) |
| June 15 th , 2023 | Surface Treatment |

1.11. QUALITY ASSURANCE

Our key staff is committed to the practice of quality assurance and control to ensure complete client satisfaction. We follow accepted engineering principles of quality assurance, quality control and risk management. Our corporate quality control plan registered in the Ministry's RAQS system forms the basis of many client specific quality control plans. It is a very rigorous plan that addresses multiple project team specialties and ensure due diligence in QC process and documentation. We improve these guidelines on a continual basis through client input and educational advancement. With respect to this proposed project, it will be the responsibility of the Quality Control Auditor to ensure the completion of each task to the highest degree of quality. The intent of the auditor is to ensure a qualified person is undertaking reviews at key milestone intervals yet not be involved with the day-to-day design aspects of the project. This assists in ensuring that reviews are completed on an independent basis and will identify potential issues that may not be evident to the project team. We will assign work to staff members who have successfully completed similar tasks on previous projects. Key elements of our Quality Assurance Plan include:

- Providing continuous education to our staff to ensure state-of-the-art designs
- Independent in-house checks by senior staff at all appropriate project milestones
- Review of all meeting minutes by the Project Director
- Close scrutiny of draft and final reports prior to submission to the client
- A commitment to independent internal reviews and audits
- Peer reviews of all completed work to ensure proper quality control (any non-conforming work will be identified through the peer review process and corrected prior to final submission to the client).

Miller currently operates under a Quality Management System (QMS) and Quality Control system which is designed to be a continuous system of improvement that stems from the project level, involves reporting to various levels of management and implementation of management initiatives to improve the execution of the project and the organization. The Quality Control system is a network of in-house laboratories, plants, other facilities as well as working relationships with external testing and consulting companies. Typically, a project specific Quality Control plan will be developed and implemented.

1.11.1. ENVIRONMENTAL MANAGEMENT

Appropriate environmental protection measures shall be implemented as part of the design process for all aspects of construction, including but not limited to:

- Work methods and construction operations
- Equipment operation and refuelling, and noise constraints
- Management of surplus materials, effluent, and waste products
- Selection and management of construction and maintenance materials
- Maintenance of the work site, haulage routes, site access, material storage, disposal areas, and detours
- Staging of the work including hours of operation and shutdown periods
- Control of water through and from the work site
- Coordinating utilities and managing adjacent property/landowners

The Design-Builder shall undertake the Municipal Class Environmental Assessment Schedule "A" process. During construction, environmental control devices, including but not limited to, straw bale flow checks, silt fence, and sediment bags will be utilized to minimize the environmental impacts of the construction works.

1.11.2. SAFETY MANAGEMENT

Commitment to a safe working environment will be the joint effort of the design and construction teams. All field work compromising of but not limited to; field investigations for design purposes, use of workers, subcontractors, suppliers, testing/consulting personnel and operations will be carried out in accordance with Miller Paving Limited's (Miller) existing Health and Safety Policy. Miller's policy is updated on an annual basis. Miller's key objectives on projects are as follows:

- Ensuring that workers are protected
- Targeting no lost-time injuries or medical aids
- Safety of all personnel present on-site
- Protection of the travelling public within project work zones
- Ensuring that all of our safety policies and safe practices are followed at all times

During the coronavirus (COVID-19) pandemic, The Miller Group is committed to helping contain the spread of COVID-19 and will enable a safe work environment by following the lead of our internal safety and health experts, as well as guidance from Canadian government agencies and the World Health Organization. The Miller Group is also committed to the continuance of delivery of services to our clients in a manner that will ensure the safety of all. This continuity will be developed on guiding principles of Prevention of Infection, Response if infection is discovered, and Recovery to ensure projects are completed with as minimal delay as possible if our workforce or supply chains are impacted by situations beyond our immediate control. In carrying out this project, Miller will work with the following policies and specifications to ensure a safe working environment:

- Occupational Health and Safety Act and Regulations for Construction Projects
- Ontario Traffic Manual – Temporary Conditions - Book 7
- Highway Traffic Act and Regulations
- Miller Paving Limited's Health and Safety policy
- Project specific Emergency Response Plan
- Project specific Traffic Management Plan
- Project specific Communication Plan

Miller has established safety policies and procedures, which are used to extensively train our workers, subcontractors and anyone entering the work zone which is under our care and control. Staff are also fully trained and tested in all required aspects of safety training depending on their job descriptions. Further to this training our staff is also fully versed with the "Occupational Health and Safety Act and Regulations for Construction Projects". The familiarity of both our Safety Policies and Procedures and the Occupational Health and Safety Act, and extensive training has established our staff as safe and competent workers when it comes to safety.

PROJECT DESIGN PHASE

The development of the project design will provide consideration for safe staging/detour requirements including access/egress for construction vehicles, well-being of workers and personnel on-site, safe passage of public vehicular and pedestrian traffic through or surrounding the work site.

Jointly, the project management staff, and the design team will undertake the responsibility of identifying the exact locations of all highway underground utilities. Design will be undertaken with the intent of minimizing the intended

construction to existing utilities. Means for protection of utilities will be incorporated into the design component of the project and undertaken with construction.

CONSTRUCTION PHASE

Prior to commencement of any onsite work on the project, the Occupational Health and Safety Manager, along with the operations project management staff will conduct an onsite safety inspection to determine the risks and concerns for the project. An assessment of the operations to be conducted will include the methodology of operations, the use of equipment, proximity to live traffic and the effect of operations travelling public in the vicinity. Any risks and concerns identified will be the responsibility of the Project Manager to address. Should there be the potential to alleviate or minimize the risks or concerns through the design process, the issues will be brought to the attention of the designers by the Project Manager in order to utilize the design process as a means to mitigate risks and minimize concern at the starting point of the project. Any training needs identified will be implemented by the Occupation Health and Safety Manager. Locations of utilities will be identified and marked prior to commencing construction works in given areas. Utility relocations will be undertaken, or protection measures will be implemented during the course of construction, as required. Any temporary lighting used for night works will be adjusted as not to interfere with the vision of travelling public and will not be directed towards adjacent residences.

WORKER SAFETY

Personal Protective Equipment (PPE) shall conform with the Occupational Health and Safety Act and shall be worn at all times by all workers in the work zone, including as necessary foot, ear, eye protection, safety vests and hard helmets. If a worker, subcontractor, supplier or owner's representative does not have the appropriate PPE, they will not be allowed onto the work zone. Safety compliance of all subcontractors and suppliers is managed by Miller by means of the subcontract agreement or purchase order issued to them and accompanying Miller's health and safety booklet, prior to their start on the project. In addition, Miller will perform on-site monitoring to ensure continued adherence to the safety requirements.

A project safety meeting will be held with all the stakeholders prior to commencement of the work to ensure that all parties are aware of the risks and concerns on the project and the safety measures that have been put in place. Further to this, weekly safety talks, named as tale-gate "Toolbox Talks" in Miller's Health and Safety policy, will be held with a focus on, on-site issues, near misses, and upcoming work. Participation is mandatory for Miller's site staff, however subcontractors, suppliers and the owner's representative will be notified and encouraged to also participate. Our goal and target for all projects with respect to our labour force is zero lost time incidents and zero accidents.

TRAFFIC MANAGEMENT

For construction operations, Radley Hill Road will be closed from Roseneath to Lakeshore. Local access for homeowners in this area will be given priority. Detour signage will be designed and installed with input from the City during the preliminary design phase of the project. The detour will have appropriate signage in compliance with the Ontario Traffic Manual (OTM). Road closure signs will be provided in advance of the road closure, as per OTM requirements, and all signage will be maintained for the complete duration of construction. Access to the construction site will be maintained on both sides at all times. The impact to local traffic will be minimal and will mainly consist of potential increased travel time due to the detour route. In addition, the Design-BUILDER will facilitate the participation of the railway operator, the Ontario Northland Railway, in providing railway crossing engineering support during the project.

In summary, safety is our top priority when it comes to ensuring the success of a project. Safety of the worker and of the road user will be a prime consideration during all stages of design and construction. Miller will undertake the project with consideration to and the wellbeing of all stakeholders involved.

VALUE ADDED SERVICES

1.12. BENEFITS TO CITY

The proposed design shall eliminate the ongoing maintenance of this section of Radley Hill Road and provide a hard surface that requires minimal maintenance. Winter sand build up will still require spring cleanup.

The excavation of the road and re-lining of the ditches will provide additional subgrade drainage to the steep grade and should eliminate the boiling and soft spots that occur in these areas. As mentioned previously, the road west of Roseneath will require further enhancements similar to this RFP to make the road and ditches consistent for the whole length of Radley Hill. Upgrading the rest of Radley Hill should be entertained during the project timing of this RFP.

1.13. UTILIZATION OF TOOLS AND RESOURCES

At the RFP stage, there are sufficient tools and resources available to the consultant to complete the RFP. Additional information will be collected during the design phase in order to provide a 100% design plan to the owner. The consultant has sufficient local labour and equipment to gather the data necessary.

Based on our finding to date, we have included a revised Schedule of Items and Prices in our Cost Estimate for your review. These quantities better reflect the work that is required of this section of Radley Hill Road.

COST ESTIMATES

Please Refer to Appendix A: Schedule of Items and Prices.

**City of Temiskaming Shores
PW-RFP-001-2022
Design Build – Radley Hill Railway Crossing
Schedule ‘A’ Form of Proposal**

PROPOSAL BY Miller Paving Limited

ADDRESS 704024 Rockley Road New Liskeard, ON P0J 1P0

TEL/FAX NO. 705-647-4331 (t) 705-647-3611 (f)

PERSON SIGNING Britt Herd

A COMPANY DULY INCORPORATED UNDER THE LAWS OF Ontario

AND HAVING ITS HEAD OFFICE AT 505 Miller Ave, Markham, ON L6G 1B2

HEREINAFTER CALLED "THE PROPONENT".

NOTE: The Proponent's name and residence must be inserted above and in the case of a firm, the name and residence of each member of the firm must be inserted.

TO: The Corporation of the City of Temiskaming Shores (Owner)
325 Farr Drive, PO Box 2050
Haileybury, ON
P0J 1K0

I/WE, Miller Paving Limited having carefully examined the locality of the proposed work, and having read, understood and accepted the Provisions of this Tender, Terms and Conditions, and agree to provide to City of Temiskaming Shores all services, labour and materials required to complete the assignment described in this Request for Proposal and all of which forms part of this Proposal, hereby offer to furnish all machinery, tools, labour, apparatus, plant and other means of construction, all material to complete the work in strict accordance with the Provisions of this Tender, Terms and Conditions, designed Plans and Specifications for the sum of:

Two Million, One Hundred and Forty Six Thousand, Four Hundred and Twenty One
and Nineteen Cents ----- /100 (\$2,146,421.19),

or such other sum as may be ascertained in accordance with the Contract. The aforesaid sum is derived from the Schedule of Items and Prices following and shall include all applicable taxes.

I/We understand that the Lump Sum Price stated above is the competitive price to be scored in evaluation of the submissions as described in Evaluation Criteria. The Lump Sum Price is the sum of all the following prices which account for the scope of work described.

The undersigned also agrees:

1. That the Owner is in no way obligated to accept this proposal.
2. That the Owner may, at its sole discretion, accept any Proposal or part thereof or waive any defect, irregularity, mistake or insufficiency and accept any Proposal or alternative proposal, in whole or in part, which is deemed by the Owner to be most favourable to its interest.
3. That all applicable taxes and duties are included in the proposal price.
4. That the estimate of quantities shown in Proposal Form (Schedule of Items and Prices) serves only to provide a basis for comparing proposals and that no representations have been made by the Owner that the actual quantities will even approximately correspond therewith, and further, that the Owner has the right to increase or decrease the quantities in any or all items and to eliminate items entirely from the work.
5. That this proposal is made without knowledge of the proposal prices to be submitted for this work by any other company, firm or person.
6. That this proposal is made without connection or arrangement with any company, firm or person submitting a proposal for this work.
7. That this proposal is made without any undisclosed connection or arrangement with any other company, firm, or person having an interest in this proposal or in the proposed contract.
8. That this proposal is irrevocable for sixty (60) days after the closing date for receipt of proposals and that the Owner may at any time within such period accept this proposal whether any other proposal has previously been awarded or not and whether acceptance of another proposal has been given or not.
9. To execute the Articles of Agreement and to present to the Owner the required contract security within the time specified.
10. That payment for the work done will be made on the basis of the quantities and percentages measured by the Design Engineer and at the proposal prices shown in the Proposal Form which shall be compensation in full for the work done under the terms of the Contract.
11. That payment of the Contingency Allowance or portion thereof will only be made in the event that the Engineer authorizes work, in which case the amount of payment will be determined as specified in the General Conditions. Any unused portion thereof will be retained by the Owner.
12. To commence and proceed actively with the design work and the work on site to complete all work under the Contract by the dates specified in the Schedule.
13. That should he fail to complete the work in the time specified above, he shall compensate the Owner in accordance with the Liquidated Damages section in this RFP.

Proponent Information

Miller Paving Limited
Name of Proponent

Britt Herd
Project Contact

505 Miller Ave
Proponent’s Head Office Address

705-647-4331
Telephone

Markham, ON
City

705-647-3611
Facsimile

L6G 1B2
Postal Code

Joint Venture or Partnership Information

This section must be completed only if the Proponent named above is a joint venture or partnership. The following information must be provided for partners either corporate or individual. If there are more than two partners to the joint venture or partnership, please provide the same information separately for additional partners.

Name of Partner #1 Project Contact

Proponent’s Head Office Address

Telephone

City

Facsimile

Postal Code

Name of Partner #2 Project Contact

Proponent’s Head Office Address

Telephone

City

Facsimile

Postal Code

Terms of Submission

I/We hereby submit our proposal for **DESIGN-BUILD: Radley Hill Railway Crossing** for the City of Temiskaming Shores as described in this Request for Proposals.

I/We have carefully examined all Requests for Proposals documents and have a clear knowledge of the assignment, and that by submitting this Form of Proposal,

I/We agree to all terms and conditions of this Request for Proposals PW-RFP-001-2022.

I/We submit the requested information outlining the team organization and deployment of resources, experience of the firm and references, qualifications of the prime contact, and team qualifications. I/We recognize that the information and references submitted may be investigated and that pertinent information may be obtained, and thereby consent to such investigation.

I/We understand that the fee submitted in this Proposal Submission Form is based upon acceptance of the proposal within 60 days of the closing date established by the City of Temiskaming Shores for the receipt of proposals.

I/We understand that any omission or failure to answer questions included herein may result in my/our being disqualified from further consideration in the Request for Proposals.

Financial Capabilities / Solvency

Bonding

| | |
|----------------------------|----|
| Name of Bonding Company: | |
| Address: | |
| Contact: | |
| Telephone: | |
| Total Bonding Capacity: | \$ |
| Single Project Capacity: | \$ |
| Current Bonding in Effect: | \$ |

Insurance

List the following Insurance coverage amounts:

| | |
|--------------------------|----|
| General Liability: | \$ |
| Automobile Liability: | \$ |
| Professional Liability: | \$ |
| Insurance Company: | |
| Broker/Agent: | |
| Agent Contact Telephone: | |

Schedule of Items and Prices

| | Item | Proposal Quantity | Unit | Unit Price | Amount |
|------------|--|------------------------------|----------------|-------------------|---------------|
| 1.0 | Engineering | | | | |
| 1.01 | Project Management | 100% | LS | | |
| 1.02 | Detailed Engineering | 100% | LS | | |
| 1.03 | Construction Documents | 100% | LS | | |
| 1.04 | Construction Inspection | 200 | hrs | | |
| 1.05 | Contract Administration | 50 | hrs | | |
| | Total Engineering | | | | \$ |
| 2.0 | Construction | | | | |
| 2.01 | Contract Bonds | 100% | LS | | |
| 2.02 | Project Management | 100% | LS | | |
| 2.03 | General Requirements (Site Control, Site Office, Environmental Protection, As-Constructed Drawings, All Other Costs) | 100% | LS | | |
| 2.04 | Mobilization and Demobilization | 100% | LS | | |
| 2.05 | Traffic Control and Signing | 100% | LS | | |
| 2.06 | Clearing | 2200 | m ² | | |
| 2.07 | Earth Excavation, Grading | 3260 | m ³ | | |
| 2.08 | Ditching | 140 | m | | |
| 2.09 | Superpave 19 (60mm Lift)* | 400 | t | | |
| 2.10 | Tack Coat | 1200 | m ² | | |
| 2.11 | Single Surface Treatment (Coarse Finish)* | 1200 | m ² | | |

| | Item | Proposal Quantity | Unit | Unit Price | Amount |
|------|--|------------------------------|----------------|-------------------|---------------|
| 2.12 | Granular 'A' | 1000 | t | | |
| 2.13 | Granular 'B', Type II | 4500 | t | | |
| 2.14 | Topsoil, Imported | 1700 | m ² | | |
| 2.15 | Seed and Mulch | 1700 | m ² | | |
| 2.16 | 500 mm Pipe Culverts | 75 | m | | |
| 2.17 | 150mm Subdrain | 140 | m | | |
| 2.18 | ONR Crossing Allowance (ballast, ties, rails, crossing surface) | 100% | LS | \$50,000 | \$50,000.00 |
| 2.19 | ONR Track Protection (based on supplied rates) | 100% | LS | | |
| 2.20 | Pavement Markings @ Crossing | 100% | LS | | |
| | Total Construction | | | | \$ |
| | | | | | |
| | | Subtotal | | | |
| | | Contingency (15%) | | | |
| | | Total (Excluding Tax) | | | |
| | | HST (13%) | | | |
| | | Proposal Total | | | |

* Options to proposed Asphalt Surface will be considered and evaluated as presented by the Design-Builder.

We hereby acknowledge receipt of the following addenda:

| | <u>ADDENDUM #</u> | <u>DATED</u> | <u>NO. OF PAGES</u> |
|----|-------------------------------|---------------|---------------------|
| 1. | PW-RFP-001-2022 - Addendum #1 | April 5, 2022 | 11 |
| 2. | | | |

If we are notified of the acceptance of this proposal within the time limit above specified, we will enter into a written agreement with the City of Temiskaming Shores and complete the entire work included in the contract.

I/We agree, for the Lump Sum Price stated, to supply all labour, materials and services for the execution and completion of the assignment in accordance with the Request for Proposal.

I/We agree to provide additional consulting services when requested in writing by City of Temiskaming Shores for the duration of the assignment, to be performed by the same firms/individuals proposed and accepted for the assignment at the appropriate hourly rates.

I/We agree to enter into a contract with the City of Temiskaming Shores.

I/We have the authority to bind the Proponent.

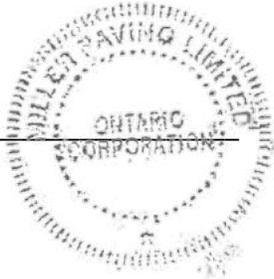
Miller Paving Limited

Name of Proponent or Joint Venture

[Handwritten Signature]

Signature of Company Official
(Signature for each official in joint venture)

Witness or Seal



Date: April 28th, 2022

Herewith is the Consent of Surety of the Proposal submitted.

The Proponent agrees that he will furnish to the Owner copies of all required subcontractor Performance Bonds and Labour and Material Payments Bonds forthwith upon execution of subcontracts with his Owner-Approved subcontractors.

The Proponent agrees to have all the works Completed by the Time of completion as stated in the contract documents.

The “Agreement to Bond” of the Intact Insurance o/a Hub International (Company), a Company lawfully doing business in the Province of Ontario, to furnish a Performance Bond and a Labour and Material Payments Bond each in an amount equal to 50 percent of the Proposal Price, or in such greater amount as may be required by the Contract Documents, if this Proposal is accepted, is attached herewith.

A proposal deposit in the amount of \$ 50% is attached hereto.

CONSENT OF SURETY COMPANY (or submit executed form from Surety Company)

Should they be required, the undersigned Surety Company hereby consents and agrees with the Owner to become bound as Surety in all Performance Assurance Bonds required by the Contract Documents, all for the fulfillment of the Contract for the Work covered by the annexed Proposal, which may be awarded to the aforementioned contractor at prices set forth in the attached Proposal. The said Surety is legally entitled to do business in the Province of Ontario.

Name of Company

Address

Per: _____

(Executed under Seal)

Per: _____

**City of Temiskaming Shores
PW-RFP-001-2022
Design Build – Radley Hill Railway Crossing**

Schedule ‘B’ Non-Collusion Affidavit

I/ We Miller Paving Limited the undersigned am fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such bid.

Such bid is genuine and is not a collusive or sham bid.

Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed bid.

The price or prices proposed in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The bid, quotation or proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Dated at: Temiskaming Shores this 28th day of April, 2022.

Bidder’s Authorized Official: Britt Herd

Title: Senior Manager, Estimating and Contracts

Signature: 

Date: April 28th, 2022

**City of Temiskaming Shores
PW-RFP-001-2022
Design Build – Radley Hill Railway Crossing
Schedule ‘C’ Conflict of Interest Declaration**

Please check appropriate response:

I/We hereby confirm that there is not nor was there any actual perceived conflict of interest in our Proposal submission or performing/providing the Goods/Services required by the Agreement.

The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company’s Proposal submission or the contractual obligations under the Agreement.

List Situations:

| |
|--|
| |
| |
| |
| |

In making this Proposal submission, our Company has / has no *(strike out inapplicable portion)* knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the RFP process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at: Temiskaming Shores this 28th day of April, 2022.

Signature: 

Bidder’s Authorized Official: Britt Herd

Title: Senior Manager, Estimating and Contracts

Company Name: Miller Paving Limited

City of Temiskaming Shores
PW-RFP-001-2022
Design Build – Radley Hill Railway Crossing

Schedule ‘D’ List of Proposed Sub-Contractors

A list of Sub-Contractors that the Contractor proposes to employ in completing the required work outlined in this Proposal must be included in the Proposal documents submitted.

| Name | Address | Component |
|-----------------------|---------------------|----------------------|
| EXP | 310 Whitewood Ave W | Design |
| Pedersen Construction | 177246 Bedard Road | Grading and Blasting |
| | | |
| | | |

I / We verify that the information provided above is accurate and that the individuals are qualified, experienced operators capable of completing the work outlined in this Proposal document.

Dated at: Temiskaming Shores this 28th day of April, 2022.

Signature:



Bidder's Authorized Official:

Britt Herd

Title:

Senior Manager, Estimating and Contracts

Company Name:

Miller Paving Limited

Appendix A: Schedule of Items and Prices

| | Item | Proposal | Unit | Unit Price | Amount |
|------------|--|----------|------|------------------------------|-----------------------|
| 1.0 | Engineering | | | | |
| 1.01 | Project Management | 1 | LS | \$4,868.00 | \$4,868.00 |
| 1.02 | Detailed Engineering | 1 | LS | \$67,242.50 | \$67,242.50 |
| 1.03 | Construction Documents | 1 | LS | \$19,865.00 | \$19,865.00 |
| 1.04 | Construction Inspection | 200 | HR | \$78.00 | \$15,600.00 |
| 1.05 | Contract Administration | 50 | HR | \$187.00 | \$9,350.00 |
| | Total Engineering | | | | \$116,925.50 |
| 2.0 | Construction | | | | |
| 2.01 | Contract Bonds | 1 | LS | \$7,500.00 | \$7,500.00 |
| 2.02 | Project Management | 1 | LS | \$110,500.00 | \$110,500.00 |
| 2.03 | General Requirements (Site Control, Site Office, Environmental Protection, As-Constructed Drawings, All Other Costs) | 1 | LS | \$86,190.00 | \$86,190.00 |
| 2.04 | Mobilization and Demobilization | 1 | LS | \$29,500.00 | \$29,500.00 |
| 2.05 | Traffic Control and Signing | 1 | LS | \$62,500.00 | \$62,500.00 |
| 2.06 | Clearing | 2200 | m2 | \$8.00 | \$17,600.00 |
| 2.07 | Earth Excavation, Grading | 1660 | m3 | \$26.00 | \$43,160.00 |
| 2.07a | Rock Excavation, Grading | 1600 | m3 | \$156.00 | \$249,600.00 |
| 2.08 | Ditching | 550 | m | \$104.00 | \$57,200.00 |
| | R50 Rip Rap Ditch with geotextile | 1800 | m2 | \$82.50 | \$148,500.00 |
| 2.09 | Superpave 19 (2 - 50mm Lifts) | 580 | t | \$330.00 | \$191,400.00 |
| 2.10 | Tack Coat | 2350 | m2 | \$3.00 | \$7,050.00 |
| 2.11 | Single Surface Treatment (Coarse Finish) | 2350 | m2 | \$12.00 | \$28,200.00 |
| | Granular Sealing | 750 | m2 | \$22.50 | \$16,875.00 |
| 2.12 | Granular 'A' | 1000 | t | \$37.70 | \$37,700.00 |
| 2.13 | Granular 'B', Type II | 4500 | t | \$37.70 | \$169,650.00 |
| | Geotextile at Subgrade | 2760 | m2 | \$7.80 | \$21,528.00 |
| 2.14 | Topsoil, Imported | 1700 | m2 | \$13.00 | \$22,100.00 |
| 2.15 | Seed and Mulch | 1700 | m2 | \$6.50 | \$11,050.00 |
| 2.16 | 500 mm Pipe Culverts | 75 | m | \$650.00 | \$48,750.00 |
| 2.17 | 150 mm Subdrain | 40 | m | \$140.00 | \$5,600.00 |
| 2.18 | ONR Crossing Allowance (ballast, ties, rails, crossing surface) | 1 | LS | \$50,000.00 | \$50,000.00 |
| 2.19 | ONR Track Protection (based on supplied rates) | 1 | LS | \$105,500.00 | \$105,500.00 |
| 2.20 | Pavement Markings @ Crossing | 1 | LS | \$7,150.00 | \$7,150.00 |
| | Total Construction | | | | \$1,534,803.00 |
| | | | | | |
| | | | | Subtotal | \$1,651,728.50 |
| | | | | Contingency (15%) | \$247,759.28 |
| | | | | Total (Excluding Tax) | \$1,899,487.78 |
| | | | | HST (13%) | \$246,933.41 |
| | | | | Proposal Total | \$2,146,421.19 |

The Corporation of the City of Temiskaming Shores

By-law No. 2022-116

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 14, 2022 and at its Regular meeting held on June 21, 2022

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

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

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

Whereas it is the desire of the Council of The Corporation of the City of Temiskaming Shores to confirm proceedings and By-laws.

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

1. That the actions of the Council at its Special Meeting held on **June 14, 2022**, and at its Regular meeting held on **June 21, 2022**, with respect to each recommendation, by-law and resolution and other action passed and taken or direction given by Council at its said meeting, is, except where the prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.
2. That the Mayor, or in his absence the presiding officer of Council, and the proper officials of the municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and except where otherwise provided, the Mayor, or in his absence the presiding officer, and the Clerk are hereby directed to execute all documents required by statute to be executed by them, as may be necessary in that behalf and to affix the corporate seal of the municipality to all such documents.

Read a first, second and third time and finally passed this 21st day of June, 2022.

Mayor

Clerk