



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, November 2, 2021 – 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 – October 19, 2021.

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

None

8. Question and Answer Period

9. Presentations / Delegations

None

10. Communications

- a) Rural Ontario Municipal Association (ROMA)

Re: Annual Report - 2020

Reference: Received for Information

- b) Mr. Jocelyn Blais, Resident

Re: Request to facilitate flow-through funds from The Temiskaming Foundation (TTF) – Niska Leadership Fund

Reference: Motion Presented Under New Business

- c) The Honourable Peter Bethlenfalvy, Minister of Finance

Re: 2022 funding allocations under the Ontario Municipal Partnership Fund (OMPF), 2021-10-21

Reference: Received for Information and Referred to the Treasurer

- d) Kelly Black, Chief Administrative Officer - District of Timiskaming Social Services Administrative Board (DTSSAB)

Re: Third Quarter (Q3) Update to Municipalities, 2021-10-22

Reference: Received for Information

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that City Council agrees to deal with Communication Items 10. a) to 10. d) 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 Business Improvement Area Board of Management Meetings held on August 23, 2021; September 20, 2021 and October 4, 2021;
- b) Minutes of the District of Timiskaming Social Services Administration Board held on September 15, 2021; and
- c) Minutes of the Temiskaming Shores Public Library Board meeting held on September 22, 2021.

12. Committees of Council – Internal Departments

None

13. Reports by Members of Council

14. Notice of Motions

15. New Business

a) Approval of Attendance at the 2022 Rural Ontario Municipal Association Conference

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores approves the attendance of **Mayor Carman Kidd** and **Councillor Doug Jelly** at the virtual Rural Ontario Municipal Association (ROMA) Conference, scheduled for January 24 to January 25, 2022; and

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

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

b) Request to facilitate flow-through funds from The Temiskaming Foundation (TTF) – Niska Leadership Fund

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Whereas Council for the City of Temiskaming Shores received a letter dated October 21, 2021 from Mr. Jocelyn Blais requesting the City of Temiskaming Shores facilitate the flow-through of funds from The Temiskaming Foundation (TTF) – Niska Leadership & Entrepreneurship Fund to a non-for-profit corporation known as the Niska Leadership Centre for the distribution to approved recipients; and

Whereas the interest generated from the fund will be used to assist the development of innovative ideas and projects from entrepreneurs and social

enterprises to help the development and strengthening of our Northeastern Ontario communities; and

Whereas the non-for-profit corporation, which will be established in 2021, will also play a very important mentorship and networking role for the advancement of ideas and projects.

Now therefore be it resolved that Council for the City of Timiskaming Shores hereby approves being a sponsor of the Niska Leadership & Entrepreneurship Fund through The Temiskaming Foundation (TTF) and agrees to flow the interest earned to a non-for-profit corporation known as the Niska Leadership Centre for the distribution to approved recipients.

c) Memo No. 038-2021-CS – City Hall Holiday Hours

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Timiskaming Shores acknowledges receipt of Memo No. 038-2021-CS; and

That Council approves the following City Hall operating schedule during the 2021 holiday season:

Friday, December 24, 2021	Normal hours of operation
Saturday, December 25, 2021	Closed
Sunday, December 26, 2021	Closed
Monday, December 27, 2021	Closed (Statutory Holiday)
Tuesday, December 28, 2021	Closed (Statutory Holiday)
Wednesday, December 29, 2021	Closed
Thursday December 30, 2021	Closed
Friday, December 31, 2021	Closed

d) Administrative Report CS-044-2021 – Shared Building Services with the Municipality of Temagami

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-044-2021; and

That Council directs staff to prepare the necessary by-law to enter into a shared services agreement with the Municipality of Temagami, for consideration at the November 2, 2021 Regular Council meeting.

e) Memo No. 020-2021-PW - Amendment to By-law No. 2021-095 (Agreement with Jade Equipment for the rental of Motor Graders)

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 020-2021-PW; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2021-095 for the short-term rental of one (1) Tandem Drive Motor Grader and two (2) 6-Wheel Drive Graders with Jade Equipment Company Ltd., for the addition of a rental agreement as Appendix 02 to Schedule A, for consideration at the November 2, 2021 Regular Council meeting.

f) Administrative Report PW-023-2021 – Annual Landfill Monitoring and Reporting – Contract Extension

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-023-2021; and

That Council directs staff to prepare the necessary amendment to By-law No. 2013-054 to extend the current agreement with Wood (formerly Amec Foster Wheeler) for one year (2022), at a cost of \$67,364 plus applicable taxes for consideration at the November 2, 2021 Regular Council meeting.

g) Administrative Report PW-024-2021 – Ontario Clean Water Agency (OCWA) 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 PW-024-2021; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with the Ontario Clean Water Agency (OCWA) for a 5-year term to provide the operation and maintenance services for the City's water and wastewater treatment facilities, for consideration at the November 2, 2021 Regular Council meeting.

h) Administrative Report RS-018-2021 – Recreational Department Fee Update 2022-2024

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-018-2021; and

That Council directs staff to amend By-law No. 2012-039 (Departmental User Fees) to update Recreational Fees for 2022 to 2024, for consideration at the November 2, 2021 Regular Council meeting.

16. By-laws

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that:

By-law No. 2021-163 Being a by-law to appoint a Municipal Treasurer for The Corporation of the City of Temiskaming Shores - Stephanie Léveillé (Repeals by-law No. 2008-099)

By-law No. 2021-164 Being a by-law to amend By-law No. 2009-051 to appoint a Municipal Lottery Licensing Officer and a Municipal Lottery Licensing Clerk for The Corporation of the City of Temiskaming Shores (Stephanie Léveillé)

By-law No. 2021-165 Being a By-law to adopt an Agreement between the City of Temiskaming Shores and the Municipality of Temagami for Chief Building Official and Building Inspector Services

By-law No. 2021-166 Being a by-law to amend By-law No. 2021-095 to enter into a Rental Agreement with Jade Equipment Company Ltd. for the short-term rental of one (1) Tandem Drive Motor Grader and two (2) 6-Wheel Drive Graders

- By-law No. 2021-167 Being a by-law to amend By-law No. 2013-054, as amended being a by-law to enter into an Agreement with Wood (formerly AMEC Environmental and Infrastructure) for the Groundwater Monitoring at the Haileybury and New Liskeard Landfill Sites – One (1) Year Extension
- By-law No. 2021-168 Being a by-law to authorize the entering into an Agreement with the Ontario Clean Water Agency (OCWA) for the Operation, Maintenance and Management of the Water and Wastewater Treatment Facilities and Associated Utility Infrastructure within the City of Temiskaming Shores
- By-law No. 2021-169 Being a by-law to amend By-law No. 2012-039, as amended being a by-law to adopt Schedules of Departmental User Fees and Services for the City of Temiskaming Shores – Schedule “D” Recreation Fees

be hereby introduced and given first and second reading.

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that:

By-law No. 2021-163; By-law No. 2021-167;
By-law No. 2021-164; By-law No. 2021-168; and
By-law No. 2021-165; By-law No. 2021-169;
By-law No. 2021-166;

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

17. Schedule of Council Meetings

- a) Regular – Tuesday, November 16, 2021 at 6:00 p.m.
- b) Regular – Tuesday, December 7, 2021 at 6:00 p.m.

18. Question and Answer Period

19. Closed Session

None

20. Confirming By-law

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that By-law No. 2021-170 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular meeting held on **November 2, 2021** be hereby introduced and given first and second reading.

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that By-law No. 2021-170 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, October 19, 2021 – 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

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

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

Regrets: N/A

Media: 1, Blake Christie, CJTT FM

Members of the Public: N/A

3. Review of Revisions or Deletions to Agenda

None

4. Approval of Agenda

Resolution No. 2021-438

Moved by: Councillor Jelly

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. 2021-439

Moved by: Councillor McArthur

Seconded by: Councillor Whalen

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

a) Regular Meeting of Council – October 5, 2021.

Carried

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

None

8. Question and Answer Period

Dan Dawson, Resident submitted an email commenting on the state of Drive-In-Theatre Road with the construction that has been occurring (i.e., potholes and pavement breakup). Mr. Dawson inquired if the City could make road maintenance (near the entrance of the site) a condition on the construction company, and provided an example of the work Hearn Construction completed at the residential construction site on Roland Street.

Mayor Kidd commented that the section of road repaired on Roland Street was due to the installation of a water service, and that Drive-In-Theatre Road is slated for repair in the 2022 Capital Budget, following completion of construction. In the interim, public works will provide maintenance for gravel and grading as necessary.

9. Presentations / Delegations

None

10. Communications

- a) Marie-Josée Tremblay, Northern Ontario Francophone Immigration Support Network

Re: Proclamation for National Francophone Week Immigration Week

Reference: Motion Presented Under New Business

- b) Ghislain Lambert – ACFO Témiskaming

Re: Change of Representation on the Age Friendly Committee, 2021-10-04

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

- c) Peter Henry, Director, Crown Forests and Lands Policy Branch, Ministry of Northern Development, Mines, Natural Resources and Forestry

Re: Proposed amendments to the Crown Forest Sustainability Act, 1994, Professional Foresters Act, 2000 and the Public Lands Act, Ministry of Northern Development, Mines, Natural Resources and Forestry included in the Supporting People and Businesses Act, 2021, 2021-10-07

Reference: Received for Information

- d) David de Geus, Manager - Timber Allocation and Licensing Section, Operations Branch for the Ministry of Northern Development, Mines, Natural Resources and Forestry (NDMNR)

Re: Proposed Issuance of a Sustainable Forest Licence for the Temagami Management Unit to the Temagami Forest Management Corporation, 2021-10-08

Reference: Referred to Mayor Kidd to respond to the NDMNR

- e) 12353547 Canada Inc. (Haileybury Beach Motel)

Re: Request to Purchase land at 314 Broadway Street in Haileybury, 2021-10-13

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

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

Re: Request for Proclamation and Flag Raising on November 25th, 2021, 2021-10-14

Reference: Motion Presented Under New Business

Resolution No. 2021-440

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

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

Carried

11. Committees of Council – Community and Regional

Resolution No. 2021-441

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

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

- a) Minutes of the Temiskaming Shores (ad hoc) Climate Change Committee held on September 2, 2021;
- b) Minutes of the Temiskaming Shores Public Library Board meeting held on June 23, 2021;
- c) Minutes of the Temiskaming Shores Police Services Board meeting held on September 20, 2021;
- d) Minutes of the Recreation Committee Meeting held on September 13, 2021;
and
- e) Minutes of the Temiskaming Transit Committee meeting held on September 27, 2021.

Carried

12. Committees of Council – Internal Departments

Resolution No. 2021-442

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

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

- a) Minutes of the Building Maintenance Committee meeting held on September 15, 2021;
- b) Minutes of the Corporate Services Committee meeting held on September 15, 2021;
- c) Minutes of the Protection to Persons and Property Committee meeting held on September 15, 2021; and
- d) Minutes of the Public Works Committee meetings held on September 15, 2021.

Carried

13. Reports by Members of Council

Councillor Whalen advised that he attended the first in-person Temiskaming Municipal Association (TMA) meeting since the COVID-19 pandemic began, and the Annual General Meeting has been scheduled on October 28th, 2021.

14. Notice of Motions

None

15. New Business

a) Support – FONOM Letter to the Honourable Peter Bethlenfalvy, Minister of Finance regarding Support for Ontario Municipalities to grant the same revenue tools as the City of Toronto

Resolution No. 2021-443

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

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

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

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

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

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

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

Now therefore be it resolved that Council for the City of Temiskaming Shores supports the Federation of Northern Ontario Municipalities' request to the

Association of Municipalities of Ontario (AMO) to lobby the Premier of Ontario to grant Ontario Municipalities the same Municipal Revenue Tools as the City of Toronto.

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

Carried

b) Support - Consolidation of Agencies to Address the Opioid, Mental Health and Addiction Crisis, FONOM

Resolution No. 2021-444

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Whereas Communities across the province are addressing an intensified social crisis and Northern Ontario is no different; and

Whereas creating solutions will require a multi-ministerial approach; and

Whereas we have learned from this pandemic that where there were once cracks in the health care foundation, there are now large gaps forming especially around mental health, addictions, and homelessness; and

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

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

Whereas the defined area of Northern Ontario is over 800,000 square kilometres where; over 500 Social Services staff provide financial and employment assistance to over 15,000 families in 37 delivery sites across the North; over 300 Community Housing staff provide safe and affordable housing to over 17,000 families in the North; over 1,200 Police Officers and over 900 paramedics responded to 200,000 medical emergency 911 calls; and

Whereas Paramedics have seen the direct results of the Mental Health and Addictions crisis in the North and some cases becoming ill themselves trying to cope with what they have seen; and

Whereas FONOM appreciates the efforts of all the agencies that are working to help and support those addicted to opioids; and

Whereas in some districts, over 30 agencies are providing some assistance and FONOM would like to see consolidation of these agencies with the input of Municipalities/DSSAB's and local stakeholders so the delivery of services could be streamlined through one agency that would be able to put the combined funds to better use.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby supports FONOM's request that our Northern Ontario Health Teams, in consultation with Municipalities/DSSAB's and local stakeholders, support a province-wide strategy that supports such consolidation; and

Further be it resolved that a copy of this Resolution to be shared with Premier Doug Ford; Christine Elliott, Minister of Health; Michael Tibollo Associate Minister of Mental Health and Addictions; the Leaders of the Provincial Oppositions; and the Association of Municipalities of Ontario (AMO).

Carried

c) Support – Save Eye Care in Ontario, Town of Kingsville

Resolution No. 2021-445

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Whereas the Council for the Town of Kingsville adopted a resolution regarding Ontario eye care; and

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

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

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

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

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

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

Whereas this job action will jeopardize good eyecare for those who need the care of an optometrist the most and will have the greatest impact on the most vulnerable groups.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby support's the Town of Kingsville in their request that the Provincial government recognize the value that access to quality eye care brings to all Ontarians and act now to protect it; and

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

Further That a copy of this resolution be forwarded to Premier Doug Ford; Christine Elliot, Minister of Health; John Vanthof, MPP for Timiskaming-Cochrane; the Ontario Association of Optometrists; and the Town of Kingsville.

Carried

d) Proclamation - National Francophone Immigration Week, November 7 to November 13, 2021

Resolution No. 2021-446

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Whereas National Francophone Immigration Week is celebrated throughout Canada with the slogan “Une francophonie aux milles saveurs”; and

Whereas taking note with appreciation, Immigration, Refugee and Citizenship Canada strongly believes that attracting, integrating and retaining French-speaking immigrants outside Québec contributes to enhancing the vitality of communities by strengthening Canada’s linguistic duality and increasing diversity within the communities, provinces and territories; and

Whereas considering the relation between French-speaking immigrants and the vitality of the Francophone community and the community of Temiskaming Shores at large; and

Whereas bearing in mind the positive impact that French-speaking immigrants bring to the City of Temiskaming Shores.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby proclaim the week of November 7 to November 13, 2021 as National Francophone Immigration Week in the City of Temiskaming Shores.

Carried

e) Proclamation - International Day for the Elimination of Violence Against Women, November 25, 2021

Resolution No. 2021-447

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

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

Whereas November is Woman Abuse Prevention Month; and

Whereas Gender-based violence is a human right issue which our community must work together to address, prevent and address through public awareness and education; and

Whereas 1 in 3 women will experience gender-based violence in their lifetime and these numbers increase exponentially for Black, Indigenous and Woman of Color; and

Whereas the COVID-19 pandemic has increased barriers to support and services for survivors of gender-based violence and their children; and

Whereas last year in Ontario, every 13 days a woman or child was killed by a man known to them, with the majority being their current or former intimate partner; and

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

Whereas on November 25th, The International Day for the Elimination of Violence Against Women, a *Wrapped in Courage 2021 Campaign* flag will be raised in recognition that the courage of a woman alone is not enough, it takes an entire community to end gender-based violence.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby proclaim and declare November 25, 2021 as "The International Day for the Elimination of Violence Against Women" and urges all citizens to recognize this day by taking action to support survivors of gender-based violence and becoming part of Ontario wide efforts to end gender-based violence.

Carried

f) Memo No. 035-2021-CS – Deeming By-law for Walsh – 682 Latchford Street

Resolution No. 2021-448

Moved by: Councillor Foley

Seconded by: Councillor McArthur

Whereas the owners of 682 Latchford Street would like to merge lots on title through the adoption of a deeming by-law in compliance with the Planning Act in order to create one property with one Roll number; and

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

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby directs staff to prepare the necessary by-law to deem PLAN M54NB

LOTS 138, 139, 156, 157, PCL 22563SST 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 October 19, 2021 Regular Council meeting.

Carried

g) Memo No. 036-2021-CS – Aerial Imagery Acquisition – Participation Agreement with the Ministry of Natural Resources and Forestry

Resolution No. 2021-449

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 036-2021-CS; and

That Council directs staff to prepare the necessary by-law to enter into a participation agreement with the Ministry of Natural Resources and Forestry for the acquisition of aerial imagery at a cost of \$1,041.61 for consideration at the October 19, 2021 Regular Council meeting.

Carried

h) Administrative Report CS-042-2021 – Site Plan Agreement: CMEA Holdings Inc, 40 Armstrong Street South

Resolution No. 2021-450

Moved by: Councillor Foley

Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-042-2021;

That Council agrees to enter into a Site Plan Agreement with CMEA Holdings Inc. for the property at 40 Armstrong Street South; and

That Council directs staff to prepare the necessary by-law to enter into a Site Plan Agreement with CMEA Holdings Inc. for the property at 40 Armstrong Street South for consideration during the by-law portion of the October 19, 2021 Regular Council meeting.

Carried

i) Administrative Report CS-043-2021 – Proposed Sale of Municipal Property - Part of Delia Lane

Resolution No. 2021-451

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-043-2021; and

That Council directs staff to discontinue the disposition process outlined in the City's Disposition of Land By-law 2015-160, due to the safety concerns related to restricting access to Hydro One in the event of fire, the location of utility infrastructure and the requirements for various easement agreements.

Carried

j) Administrative Report PPP-004-21 – Appointment of Volunteer Firefighters

Resolution No. 2021-452

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PPP-004-21; and

That Council hereby appoints Eric Begemann, Jese Jones, and Mitchell Falconer as Volunteer Firefighters to the Temiskaming Shores Fire Department in accordance with the *Recruitment and Retention Program*.

Carried

k) Memo No. 037-2021-CS – Deeming By-law for Gauthier – 213 Whitewood Avenue

Resolution No. 2021-453

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Whereas the owners of 213 Whitewood Avenue 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 M41NB LOTS 28 AND 29 PT LOT 30 PT LANE AND RP TER517 PARTS 4 AND 5 PCL 14191SST and PLAN M41NB LOT 27 PCL 5883SST 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 October 19, 2021 Regular Council meeting.

Carried

16. By-laws

Resolution No. 2021-454

Moved by: Councillor Whalen

Seconded by: Councillor McArthur

Be it resolved that:

By-law No. 2021-155 A By-law of The Corporation of The City of Temiskaming Shores to authorize the borrowing upon serial debentures in the principal amount of \$229,900.27 towards the cost of 2021 fleet replacement

By-law No. 2021-156 Being a by-law to amend the City of Temiskaming Shores Procedural By-law No. 2008-160 – Electronic Meeting Participation

By-law No. 2021-157 Being a by-law to amend By-law No. 2019-018 -Appointment of community representatives to various Committees and Boards for the 2019-2022 Term of Council (Age Friendly)

By-law No. 2021-158 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 682 Latchford Street (Roll No. 5418-030-001-116.00)

By-law No. 2021-159 Being a by-law to authorize the execution of a Site Plan Control Agreement with CMEA Holdings Inc. for 40 Armstrong Street South (Roll No. 5418-020-001-018.20 & 018.21)

By-law No. 2021-160 Being a by-law to enter into an agreement with Her Majesty the Queen in Right of Ontario as represented by the Ministry of Northern Development, Mines, Natural Resources and Forestry for the acquisition of Aerial Imagery for the City of Temiskaming Shores

By-law No. 2021-162 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 213 Whitewood Avenue (Roll No. 5418-010-003-274.00 and 5418-010-003-275.01)

be hereby introduced and given first and second reading.

Carried

Resolution No. 2021-455

Moved by: Councillor Foley

Seconded by: Councillor Jelly

Be it resolved that:

By-law No. 2021-155; By-law No. 2021-159;
By-law No. 2021-156; By-law No. 2021-160; and
By-law No. 2021-157; By-law No. 2021-162
By-law No. 2021-158;

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

Carried

17. Schedule of Council Meetings

- a) Regular – Tuesday, November 2, 2021 at 6:00 p.m.
- b) Regular – Tuesday, November 16, 2021 at 6:00 p.m.

18. Question and Answer Period

Mayor Kidd commented that Joyal Drive will be pulverized for paving beginning this week.

19. Closed Session

Resolution No. 2021-456

Moved by: Councillor Whalen

Seconded by: Councillor Foley

Be it resolved that Council agrees to convene in Closed Session at 6:47 p.m. to discuss the following matters:

- a) Adoption of the October 5, 2021 Closed Session Minutes; and
- b) Under Section 239 (2) (c) of the Municipal Act, 2001 – proposed or pending acquisition or disposition of land by the municipality – 545 Lakeshore Road.

Carried

Resolution No. 2021-457

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that Council agrees to rise with report from Closed Session at 7:03 p.m.

Carried

Matters from Closed Session

Adoption of the October 5, 2021 – Closed Session Minutes

Resolution No. 2021-458

Moved by: Councillor Foley

Seconded by: Councillor McArthur

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

- a) Closed Session Minutes from the Regular meeting of Council – October 5, 2021.

Carried

Under Section 239 (2) (c) of the Municipal Act, 2001 – proposed or pending acquisition or disposition of land by the municipality – 545 Lakeshore Road

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

20. Confirming By-law

Resolution No. 2021-459

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that By-law No. 2021-161 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular meeting held on **October 19, 2021** be hereby introduced and given first and second reading.

Carried

Resolution No. 2021-460

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that By-law No. 2021-161 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

21. Adjournment

Resolution No. 2021-461

Moved by: Councillor Foley

Seconded by: Councillor McArthur

Be it resolved that Council hereby adjourns its meeting at 7:04 p.m.

Carried

Mayor

Clerk



ANNUAL REPORT | 2020

ROMA

Rural Ontario
Municipal Association

Message from the Chair



The Rural Ontario Municipal Association (ROMA) is dedicated to strengthening Ontario's rural municipal communities. As the rural arm of the Association of Municipalities of Ontario (AMO), ROMA advocates through AMO on rural matters to the provincial and federal governments.

In 2020, our commitment to promoting, supporting and enhancing strong and effective rural governments only grew stronger. We started the year with one of our largest annual conferences yet, welcoming more than 1,300 participants to connect, learn and advocate on behalf of their communities. It would be the last time municipal leaders could gather in person before the global COVID-19 pandemic.

In response to the pandemic, ROMA's Board met more frequently to ensure leadership and support was in place for rural municipalities, and we communicated more often with members to share our work and learning.

About 430 of Ontario's 444 municipalities are rural or have rural areas inside their borders. The Board includes 10 zone representatives from all corners of the province, and at-large members, drawn from AMO Board's Rural Caucus. Reflecting a broad cross-section of rural Ontario, the Board is prepared to address the challenges being faced by Ontario's diverse rural communities.

With rural communities' small tax bases and few tools to generate revenues, addressing financial needs was a major priority for the Board in 2020. ROMA supported AMO and worked with other municipal organizations in pressing for critical funding support. This single, unified municipal voice helped achieve the *Safe Restart* funding agreement with both the federal and provincial governments, securing \$4 billion to support municipalities through the COVID-19 pandemic in 2020. 2020 also saw the Government of Ontario commit to maintaining stable funding for the *Ontario Community Infrastructure Fund*, which provides smaller, rural and remote communities with reliable dollars for important core infrastructure. ROMA appreciated this move.

Broadband was another top priority for the Board in 2020. Rural communities were already struggling when the pandemic hit, and the pandemic only served to highlight the impact of poor rural connectivity on education, the economy and quality of life rural communities. Again, ROMA supported AMO and joined our municipal peers in advocating strongly for broadband funding from federal and provincial governments.

In addition, ROMA provided practical support for municipal leaders by developing two resource guides tailored specifically to help Ontario's rural municipal officials understand approaches to improving broadband access, breaking down the technical, legal and regulatory complexities.

Given the pandemic, ROMA provided a rural lens to other major policy priorities such as public health, long-term care and community paramedicine. We continued to engage on non-pandemic matters. We provided input on Ontario's new farm safety legislation, the *Security from Trespass and Protecting Food Safety Act*, which aims to secure safety on farms, while respecting people's rights to express their views. Environmental matters, such as flooding and waste diversion were also top of mind and part of the Board's advocacy efforts in 2020.

2020 was one of ROMA's busiest years ever, and I want to thank my colleagues on the Board for their dedication and commitment. While busy serving their own communities during an unprecedented global crisis, they came together to provide leadership and advocate for solutions that would serve all rural municipalities. Thank you for the honour of serving as your Chair.

Sincerely,



Allan Thompson
ROMA Chair

Broadband was another top priority for the Board in 2020. Rural communities were already struggling when the pandemic hit, and the pandemic only served to highlight the impact of poor rural connectivity on education, the economy and quality of life rural communities.

2020 Board Members



Allan Thompson

ROMA Chair/
AMO Rural Caucus/
Zone 4 Representative
Mayor, Town of Caledon



Chris White

1st Vice Chair/
Zone 2 Representative
Mayor, Township of
Guelph Eramosa



Eli El-Chantiry

2nd Vice Chair/
Zone 8 Representative
Councillor, City of
Ottawa



Dennis Crevits

Zone 1 Representative
Councillor, Municipality
of Central Elgin



Peter Emon

AMO Rural Caucus
Reeve, Town of Renfrew



Lloyd Ferguson

Zone 3 Representative
Councillor, City of
Hamilton



Kevin Holland

Zone 10 Representative
Mayor, Township of
Conmee



Robin Jones

AMO Rural Caucus
Mayor, Village of
Westport



Kim Love

Zone 6 Representative
Mayor, Township of
Madawaska Valley



Christa Lowry

AMO Rural Caucus
Mayor, Municipality of
Mississippi Mills



Christine Robinson

AMO Rural Caucus
Mayor, Municipality of
West Grey



Pam Sayne

Zone 5 Representative
Councillor, Township of
Minden Hills



Bill Vrebosch

AMO Rural Caucus/
Zone 9 Representative
Councillor, City of
North Bay



Cameron Wales

Zone 7 Representative
Councillor, City of
Brockville

ROMA Zones

ZONE 1

- City of Chatham-Kent
- Elgin County
- Essex County
- Lanark County
- Middlesex County

ZONE 2

- Bruce County
- Grey County
- Huron County
- Perth County
- Wellington County
- Region of Waterloo

ZONE 3

- County of Brant
- Haldimand County
- City of Hamilton
- Niagara Region
- Norfolk County
- Oxford County

ZONE 4

- Dufferin County
- Halton Region
- Peel Region
- Simcoe County
- York Region

ZONE 5

- Durham Region
- Haliburton
- City of Kawartha Lakes
- District of Muskoka
- Northumberland County
- Peterborough County

ZONE 6

- Frontenac County
- Hastings County
- Lennox and Addington
- Prince Edward County
- Renfrew County

ZONE 7

- Leeds & Grenville
- Stormont, Dundas and Glengarry

ZONE 8

- Lanark County
- City of Ottawa
- Prescott and Russell, United Counties

ZONE 9

- Algoma District
- Cochrane District
- City of Greater Sudbury
- Manitoulin District
- Nipissing District
- Parry Sound District
- Sudbury District
- Timiskaming District

ZONE 10

- District of Kenora
- Rainy River District
- Thunder Bay District

2020 Highlights



ROMA Conference

The 2020 ROMA Conference was the last time that municipal leaders in Ontario gathered in person before the COVID-19 pandemic. More than 1,300 participants gathered to connect, learn and advocate. Key session topics related to rural health care including public health and paramedics, while other sessions focused on broadband expansion and social issues like the opioid crisis. There were also more than 350 delegation meetings with local leaders and provincial officials.

Broadband Resource Guides

The pandemic highlighted the critical need to improve broadband connectivity in rural areas. To help municipal leaders get on the learning curve and carve a path forward, ROMA created two comprehensive guides tailored specifically for Ontario’s rural municipalities. The *Municipal Primer* gives an overview of the broadband landscape, including Canada’s regulatory framework. The *Municipal Roadmap*, then lays out components of a municipal connectivity plan that municipal councils and staff can implement to create local solutions.

The documents reflect extensive research and the input of leaders across Ontario who have been working in this area. Municipal input was broad, including the wardens’ caucuses, municipal associations and broadband projects such as the Eastern Ontario Regional Network (EORN), Southwestern Integrated Fibre Technology (SWIFT) and Blue Sky Net, among others. The resources also reflect insights from leading researchers at the University of Guelph and Ryerson University who specialize in rural broadband.



Policy Priorities



Municipal fiscal relief: Alongside AMO and FCM at the federal level, ROMA advocated for fiscal relief to help municipalities manage the additional costs of services during COVID and the loss in revenues. Rural communities have a small tax base to begin with and few tools to raise funds. The Safe Restart agreement with the federal and provincial government, valued at \$4 billion in 2020, was critical to maintaining services and financial sustainability.



Broadband funding: During the pandemic and beyond, broadband is essential to daily life. People in all communities depend on it to work, learn, socialize and create economic opportunity. For rural communities in particular, it can help overcome the challenges of great distances and small populations. It also provides opportunity to grow communities through remote work. ROMA worked along side others in the municipal sector to advocate for substantial, expedited funding to address the need. Canada's Universal Broadband Fund, and the provincial ICON program represent large and important investments.



Farm safety regulations: ROMA supported measures by the Ontario Government to help secure safety on farms, while respecting people's rights to express their views. In 2020, it provided the Province with input on the regulation under the *Security from Trespass and Protecting Food Safety Act*. ROMA advocated for clear definitions and rules that minimize red tape to achieve the Act's goals. Peaceful protests should also ensure the safety of farms, farm families and their staff, and our food supply.



Climate change: Many rural communities in particular are hard hit by annual flooding driven by increased extreme weather. ROMA has been advocating for greater investments in water and stormwater infrastructure, and flood mitigation and preparedness.



Blue Box and Waste Diversion: ROMA continued to work on the transition of waste diversion programs to full producer responsibility. Full producer responsibility places the accountability for end-of-life management for products and packaging with the party most able to influence their sustainability – the producers who make them. ROMA has worked with AMO and other stakeholders to advocate for this transition and to identify future programs and items that should be designated for waste diversion programs.

Rural Ontario Municipal Association
Financial Statements
For the year ended December 31, 2020

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Notes to Financial Statements	14 - 16



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BDO Canada LLP
360 Oakville Place Drive, Suite 500
Oakville ON L6H 6K8 Canada

Independent Auditor's Report

To the Directors of Rural Ontario Municipal Association

Opinion

We have audited the financial statements of Rural Ontario Municipal Association ("ROMA"), which comprise the statement of financial position as at December 31, 2020, and the statements of operations, changes in net assets and cash flows for the year then ended, and a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of ROMA as at December 31, 2020, and its results of operations and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of ROMA in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian accounting standards for not-for-profit organizations, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing ROMA's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate ROMA or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing ROMA's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

BDO Canada LLP, a Canadian limited liability partnership, is a member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.



Auditor's Responsibilities for the Audit of the Financial Statements (continued)

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of ROMA's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on ROMA's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause ROMA to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

BDO Canada LLP

Chartered Professional Accountants, Licensed Public Accountants
Oakville, Ontario
June 11, 2021

Rural Ontario Municipal Association Statement of Financial Position

December 31 **2020** **2019**

Assets

Current

Cash	\$ 107,271	\$ 71,786
Investments (Note 3)	916,281	1,113,848
Accounts receivable	815	2,213
Prepaid expenses (Note 5)	35,930	90,316
Due from Association of Municipalities of Ontario (Note 4 (a))	1,023	-
	\$ 1,061,320	\$ 1,278,163

Liabilities and Net Assets

Current

Accounts payable and accrued liabilities	\$ 57,644	\$ 51,571
Government remittances payable	15,443	43,539
Due to Association of Municipalities of Ontario	-	5,824
Deferred revenue (Note 5)	244,900	621,265
	317,987	722,199

Net assets

Internally restricted funds		
Teeny Tiny	32,000	32,000
Conference	300,000	300,000
Unrestricted	411,333	223,964
	743,333	555,964
	\$ 1,061,320	\$ 1,278,163

On behalf of the Board:

_____ Director

_____ Director

The accompanying notes are an integral part of these financial statements.

Rural Ontario Municipal Association Statement of Operations

For the year ended December 31	2020	2019
Revenue		
Conference fees	\$ 947,920	\$ 813,600
Interest income	11,492	18,301
	959,412	831,901
Expenditures		
Conference (Note 4 (b))	555,657	533,461
Administration (Note 4 (b))	158,835	81,196
Office and general	24,385	64,467
Sponsorship	20,000	38,000
Professional fees	12,916	7,684
Other	250	1,342
	772,043	726,150
Excess of revenue over expenditures	\$ 187,369	\$ 105,751

The accompanying notes are an integral part of these financial statements.

**Rural Ontario Municipal Association
Statement of Changes in Net Assets**

For the year ended December 31

	<u>Internally Restricted Funds</u>			Total 2020	Total 2019
	Teeny Tiny	Conference	Unrestricted		
Balance, beginning of year	\$ 32,000	\$ 300,000	\$ 223,964	\$ 555,964	\$ 450,213
Excess of revenue over expenditures	-	-	187,369	187,369	105,751
Balance, end of year	\$ 32,000	\$ 300,000	\$ 411,333	\$ 743,333	\$ 555,964

The accompanying notes are an integral part of these financial statements.

Rural Ontario Municipal Association Statement of Cash Flows

For the year ended December 31	2020	2019
Cash provided by (used in)		
Operating activities		
Excess of revenue over expenditures	\$ 187,369	\$ 105,751
Changes in non-cash working capital balances		
Accounts receivable	1,398	(1,507)
Prepaid expenses	54,386	(21,052)
Accounts payable and accrued liabilities	6,073	32,058
Government remittances payable	(28,096)	4,276
Due (from) to Association of Municipalities of Ontario	(6,847)	4,411
Deferred revenue	(376,365)	150,605
	(162,082)	274,542
Investing activity		
Redemption (purchase) of investments	197,567	(305,842)
	35,485	(31,300)
Increase (decrease) in cash during the year		
	71,786	103,086
Cash, beginning of year		
	\$ 107,271	\$ 71,786
Cash, end of year		

The accompanying notes are an integral part of these financial statements.

Rural Ontario Municipal Association

Notes to Financial Statements

December 31, 2020

1. Basis of Presentation

Rural Ontario Municipal Association ("ROMA") is the rural municipal voice of the Province of Ontario. ROMA is affiliated with the Association of Municipalities of Ontario ("AMO") and a number of its Board members serve on the AMO Board of Directors. ROMA brings the rural perspective to the policy work of AMO, focusing on matters which affect rural communities so that they are brought to the attention of the provincial and federal governments. Policy and research activities undertaken by ROMA are performed by the staff of AMO and from time to time, consultants.

2. Significant Accounting Policies

These financial statements have been prepared in accordance with Canadian accounting standards for not-for-profit organizations. Accounting standards for not-for-profit organizations require entities to select policies appropriate for their circumstances from choices provided in the specific standards. The following are details of the choices selected by ROMA and applied in these financial statements.

Funds

The Teeny Tiny reserve was established by ROMA to provide financial support for the Teeny Tiny summit initiative, which is designed to help the smallest of communities make the most of their potential through an asset based approach.

The Conference reserve was established to sponsor other not-for-profit organizations at various conferences.

These funds are internally restricted by the Board of Directors. Funds are not available for general purposes and require the approval of the Board prior to use.

Use of Estimates

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the year. Actual results could differ from those estimates.

Financial Instruments

Financial instruments are recorded at fair value when acquired or issued. In subsequent periods, financial instruments are reported at cost or amortized cost less impairment. Financial assets are tested for impairment when changes in circumstances indicate the asset could be impaired. Transaction costs incurred on the acquisition, sales or issue of financial instruments are expensed for those items re-measured at fair value at each statement of financial position date and charged to the financial instrument for those measured at amortized cost.

Revenue Recognition

Conference fees are recognized as revenue when the event occurs. Interest income is recognized as revenue in the period it is earned.

Rural Ontario Municipal Association Notes to Financial Statements

December 31, 2020

3. Investments

	<u>2020</u>	<u>2019</u>
One Investment High Interest Savings Account (HISA) bearing interest at bank prime rate less 1.535% (2019 - bank prime rate less 1.535%)	\$ 916,281	\$ 1,113,848

4. Related Party Balance and Transactions

- a) Amounts due from AMO are unsecured, receivable on demand and are non-interest bearing.
 - b) Included in administration expense is \$69,461 (2019 - \$63,194) of administration and occupancy costs charged by AMO. Included in conference expenses is \$35,000 (2019 - \$35,000) of administration and support costs charged by AMO. These transactions are measured at the exchange amount, which is the amount of consideration established and agreed to by both parties.
-

5. Annual Conference

The registration and sponsorship fees received in fiscal 2020 relating to the 2021 conference are reflected as deferred revenue. The deposits and advances paid by ROMA to its suppliers and vendors for the 2021 conference in fiscal 2020 are reflected as part of prepaid expenses.

Rural Ontario Municipal Association

Notes to Financial Statements

December 31, 2020

6. Financial Instruments Risks

Interest rate risk

Interest rate risk is the risk that the fair value or future cash flows from a financial instrument will fluctuate because of market changes in interest rates. ROMA is exposed to interest rate risk on its investments.

Liquidity risk

Liquidity risk is the risk that ROMA will encounter difficulty in meeting the obligations associated with its financial liabilities. ROMA is exposed to this risk mainly in respect of its accounts payable and accrued liabilities and government remittances payable. ROMA reduces exposure to liquidity risk by ensuring that it maintains adequate cash reserves to pay creditors.

Credit risk

Credit risk is the risk that one party to a financial instrument will cause a financial loss for the other party by failing to discharge an obligation. ROMA's main credit risks relate to its accounts receivable, investments, and amounts due from AMO. Based on creditworthiness of ROMA's counter parties, no allowance for doubtful accounts is required.

It is management's opinion that ROMA is not exposed to significant interest rate, credit or liquidity risk arising from its financial instruments.

7. COVID-19

On March 11, 2020, the World Health Organization declared the outbreak of a novel coronavirus ("COVID-19") as a global pandemic which continues to spread throughout Canada and the world. In the current year, ROMA's conference was held in person prior to the outbreak of COVID-19, however the 2021 conference was held virtually subsequent to year-end.

Given the daily evolution of the COVID-19 outbreak and the global responses to curb its spread, ROMA is not able to estimate all of the effects of the COVID-19 outbreak on its results of operations, financial condition, or liquidity at this time.



Rural Ontario
Municipal Association

**Rural Ontario
Municipal Association
(ROMA)**

200 University Ave.,
Suite 801,
Toronto, Ontario
M5H 3C6

416-971-9856
roma@roma.on.ca

www.roma.on.ca

October 21, 2021

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

Attention : Mr. Chris Oslund

Re : Niska Leadership Fund



Mr. Oslund,

This letter is to serve as a request to the City of Temiskaming Shores to facilitate flow the interests, generated from the Temiskaming Community Foundation – the Niska Leadership Fund, to a non-for-profit corporation, the Niska Leadership Centre for the distribution to approved recipients. The interests generated from the fund will be used to assist the development of innovative ideas and projects from entrepreneurs and social enterprises to help the development and strengthening of our Northeastern Ontario communities. The non-for-profit corporation, which will be set up in the next few weeks, will also be playing very important mentorship and networking roles for the advancement of ideas and projects.

This fund was established by Nicole Guertin and Jocelyn Blais and is truly to Nicole's image and vision.

We thank you in advance for considering our request.

Sincerely,

Jocelyn Blais

Temiskaming Shores, ON



7th Floor, Frost Building South
7 Queen's Park Crescent
Toronto ON M7A 1Y7
Telephone: 416-325-0400

7^e étage, Édifice Frost Sud
7 Queen's Park Crescent
Toronto ON M7A 1Y7
Téléphone: 416-325-0400

October 21, 2021

Dear Head of Council:

I am writing to provide details on 2022 funding allocations under the Ontario Municipal Partnership Fund (OMPF). We are announcing allocations today – the earliest they have ever been announced because we know that municipalities need this information as early as possible to support municipal budget planning.

Municipalities have stressed the importance of stability and predictability in these uncertain times. Our government is responding by maintaining both the structure of the OMPF and the program envelope at \$500 million for 2022.

Maintaining the current structure of the OMPF for 2022 means that the grant components and transitional assistance funding guarantees of the program will remain. The program will continue to be responsive to changing municipal circumstances through annual data updates and related adjustments.

I am also pleased to confirm that maintaining the program envelope at \$500 million will allow for further support to be targeted to rural farming municipalities. Specifically, rural municipalities with the highest levels of farmland will receive additional funding of up to \$5 per household.

As in prior years, Transitional Assistance will ensure that the 2022 funding guarantee for municipalities in northern Ontario will be at least 90 per cent of their 2021 OMPF allocation and for municipalities in southern Ontario will be at least 85 per cent of their 2021 OMPF allocation.

Northern and rural municipalities with the most challenging fiscal circumstances will continue to have their guarantee enhanced up to 100 per cent of the prior year's allocation.

The Ministry of Finance's Provincial-Local Finance Division will be providing your municipal Treasurers and Clerk-Treasurers with further details on the 2022 OMPF. This information and other supporting materials are also available online at fin.gov.on.ca/en/budget/ompf/2022.

.../cont'd

As you know, the Province has provided significant support to Ontario's municipalities to address the critical public health and economic challenges brought on by the pandemic. This includes almost \$1 billion in financial relief for municipalities in 2021 as well as \$4 billion in joint funding with the federal government through the Safe Restart Agreement in 2020 to support municipal operating and transit pressures.

Our government is committed to supporting municipalities in a way that is sustainable and responsible. Working together, we can achieve remarkable things for Ontario.

Sincerely,

Original signed by

Peter Bethlenfalvy
Minister of Finance

c: The Honourable Steve Clark, Minister of Municipal Affairs and Housing

2022 Allocation Notice**City of Temiskaming Shores**

5418

In 2022, the Province is providing the City of Temiskaming Shores with \$3,202,400 in funding through the OMPF, which is the equivalent of \$658 per household.

A Total 2022 OMPF	\$3,202,400
1. Assessment Equalization Grant Component	\$787,300
2. Northern Communities Grant Component	\$1,163,700
3. Rural Communities Grant Component	\$637,900
4. Northern and Rural Fiscal Circumstances Grant Component	\$613,500
5. Transitional Assistance	-

B Key OMPF Data Inputs	
1. Households	4,869
2. Total Weighted Assessment per Household	\$247,248
3. Rural and Small Community Measure (RSCM)	100.0%
4. Farm Area Measure (FAM)	n/a
5. Northern and Rural Municipal Fiscal Circumstances Index (MFCI)	6.8
6. 2022 Guaranteed Level of Support	97.2%
7. 2021 OMPF	\$3,186,300

Note: See line item descriptions on the following page.

2022 Allocation Notice**City of Temiskaming Shores**

5418

2022 OMPF Allocation Notice - Line Item Descriptions

A	Sum of 2022 OMPF grant components and Transitional Assistance, which are described in the 2022 OMPF Technical Guide. This document can be accessed on the Ministry of Finance's website at: https://www.fin.gov.on.ca/en/budget/ompf/2022
A5	If applicable, reflects the amount of transitional support provided to assist the municipality in adjusting to year-over-year funding changes.
B1	Based on the 2021 returned roll from the Municipal Property Assessment Corporation (MPAC).
B2	Refers to the total assessment for a municipality weighted by the tax ratio for each class of property (including payments in lieu of property taxes retained by the municipality) divided by the total number of households.
B3	Represents the proportion of a municipality's population residing in rural areas and/or small communities. For additional information, see the 2022 OMPF Technical Guide, Appendix A.
B4	Represents the percentage of a municipality's land area comprised of farm land. Additional details regarding the calculation of the Farm Area Measure are provided in the 2022 OMPF Technical Guide, Appendix B.
B5	Measures a municipality's fiscal circumstances relative to other northern and rural municipalities in the province, and ranges from 0 to 10. A lower MFCI corresponds to relatively positive fiscal circumstances, whereas a higher MFCI corresponds to more challenging fiscal circumstances. For additional information, see the 2022 OMPF Technical Guide, Appendix D.
B6	Represents the guaranteed level of support the municipality will receive through the 2022 OMPF. For additional information, see the 2022 OMPF Technical Guide.
B7	2021 OMPF Allocation Notice (Line A).

Note: Grant components and Transitional Assistance are rounded up to multiples of \$100.



District of Timiskaming Social Services Administration Board
Conseil d'administration des services sociaux du district de Timiskaming

October 22, 2021

Further to our correspondence in August, the DTSSAB is committed to strengthening lines of communication by providing regular and transparent communication with our member municipalities and TWOMO.

Attached you will find the Quarterly Report for our third quarter. This document includes details on DTSSAB's operational status, ongoing and new programs. Also attached is a high overview of the results of the 2021 Timiskaming Counts, Homeless Enumeration. Should there be interest in further clarification or details on any topics covered in either report, municipalities are welcome to reach out to the office of the Chief Administrative Officer.

The DTSSAB has committed itself to building its public visibility and communications through various channels including the update of our website and development of social media presence. We welcome you to interact with our online presence, as it will continue to have the most up-to-date information regarding our programs and initiatives as well as those of our community partners. The development of these accounts has enabled us to expand our community outreach and foster relationships with other community organizations.

From an administrative perspective information regarding our Board Meetings, including the agenda and minutes, are posted on to our website at the following link: <https://www.dtssab.com/board-meetings>

Should a member of your staff wish to attend a Board meeting, they can contact Michelle Caron at caronm@dtssab.com and they will then be provided with the respective meeting details. Our Board meetings are public and we welcome the interaction with the public.

This communication initiative is new to DTSSAB and recommendations on preferred methods of interaction are welcome. Our intent is to develop two-way communication, ensuring that each municipality or TWOMO feels supported and well-informed regarding the objectives and direction of the DTSSAB.

Sincerely,

Attachment; 2

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The District of Timiskaming Social
Services Administration Board



Q3
Quarterly Report

CAO Report to the
Board

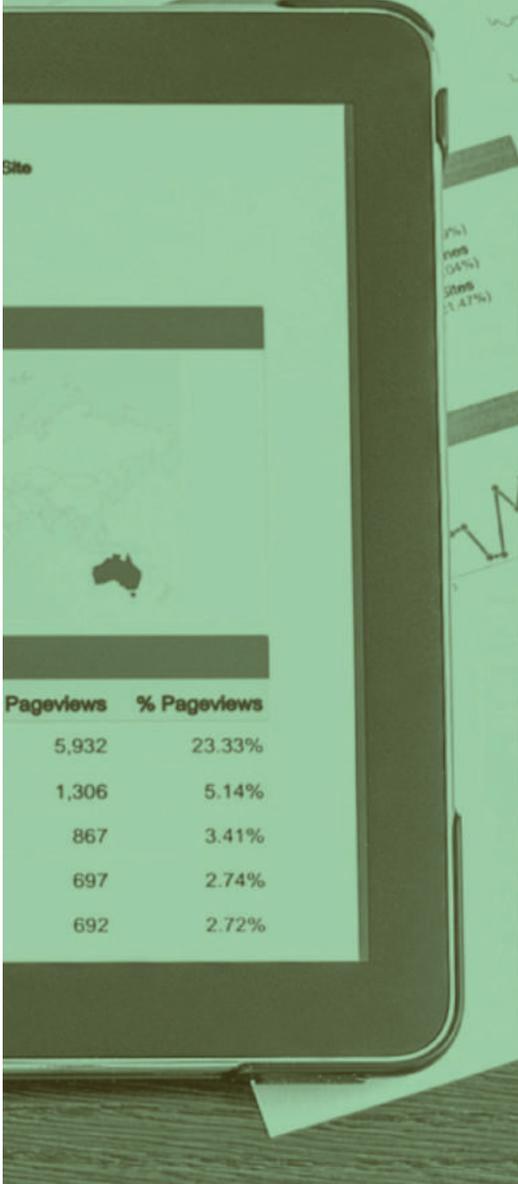
KELLY BLACK
CHIEF ADMINISTRATIVE OFFICER

July - September
2021



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EMERGENCY MEDICAL SERVICES

Our third quarter saw several significant changes in the EMS landscape and a few more pieces have fallen into place bringing us closer to completing the management restructuring project.

SUPERINTENDENTS

A major part of the management restructuring was the hiring of four Superintendent positions. These crucial positions will take over the vast majority of daily operational oversight providing 24-hour support to the staff.

The journey began in February when we hired 3 of the 4 positions out of our present paramedic staff. At the end of the 6-month probational period, one of the three opted to return to the bargaining unit and his former paramedic position. The other two, Trevor Neddo and Shane Taylor, accepted a permanent offer and became our first two confirmed Superintendents. Around the same time, we hired Vanessa O’Gorman who became our third team member. Since then, in mid-September, we were able to find our fourth, who will be joining us in late October. This major part of the restructuring puzzle will then be completed.

DEPARTURES

- Paramedic Tim Cowton has retired after 32 years of devoted service.
- Deputy Chief James Besley has retired after 34 years in EMS and 8 years at the Timiskaming District EMS
- An announcement was made that Deputy Chief Derrick Buffam will also be leaving us at the end of October.

COMMUNITY PARAMEDICINE

Obtaining the MOH funding for the High Intensity Community Paramedicine program is an ongoing exercise that affects several Ambulance Services including our own. The allocations and assurances are in place, it is just a matter of getting this coordinated and rolled out at the MOH level.

Nevertheless, we have committed to extending our program to the end of March 2022 as it is of tremendous benefit to the community and has been very well received. This extension warranted a re-posting for the positions, and we have 2 full-time and 2 part-time Community Paramedics in place for this contract period.

OTHER NEWS

- The movement of paramedics to management and the Community Paramedic program necessitating the hiring of 4 Part-Time district float positions in August
- Our new Life Pac Defibrillators were put into service in early July
- In accordance with the MOH Directive #6, a vaccination policy has been implemented in early September. We are fortunate to have a very high compliance rate for receiving the COVID19 vaccination amongst our paramedics.

EMS CALL VOLUMES

Call Volume Comparisons

Q1 EMS TOTAL CALL VOLUME (by CACC assignment)					
Ambulance base	Non-Urgent	Urgent	Emergent	Standby	Total
North	107	136	287	101	641
Central	31	72	95	56	254
South	48	147	308	161	664
District totals	196	355	690	318	1559
Q2 EMS TOTAL CALL VOLUME (by CACC assignment)					
Ambulance base	Non-Urgent	Urgent	Emergent	Standby	Total
North	77	36	148	135	726
Central	29	10	75	70	289
South	44	11	177	173	744
District totals	150	57	400	378	1759
Q3 EMS TOTAL CALL VOLUME (by CACC assignment)					
Ambulance base	Non-Urgent	Urgent	Emergent	Standby	Total
North	64	130	305	134	633
Central	26	58	120	81	285
South	31	175	399	182	787
District totals	121	363	824	397	1705

Q1 EMS INTERFACILITY SUBSET (by CACC assignment)				
Sending facility	Non-Urgent	Urgent	Emergent	Total
Kirkland Lake	51	16	15	82
Englehart	17	41	10	68
Temiskaming	29	23	7	59
Totals	97	80	32	209
Q2 EMS INTERFACILITY SUBSET (by CACC assignment)				
Sending facility	Non-Urgent	Urgent	Emergent	Total
Kirkland Lake	30	20	28	78
Englehart	17	32	20	69
Temiskaming	31	25	15	71
Totals	78	77	63	218
Q3 EMS INTERFACILITY SUBSET (by CACC assignment)				
Sending facility	Non-Urgent	Urgent	Emergent	Total
Kirkland Lake	23	24	18	65
Englehart	26	27	20	73
Temiskaming	17	26	13	56
Totals	66	77	51	194

Response Time Standard Comparison

Q1 Provincial Response Time Standard Report (values are %)			
Subset	Target	Actual	Target to Actual Variance +/-
Sudden Cardiac Arrest	35	44	8.75
CTAS 1	50	54.54	4.54
CTAS 2	65	66.45	1.45
CTAS 3	75	78.30	+3.30
CTAS 4	80	86.04	6.04
CTAS 5	90	88.24	-1.76
Q2 Provincial Response Time Standard Report (values are %)			
Subset	Target	Actual	Target to Actual Variance +/-
Sudden Cardiac Arrest	35	53.33	18.33
CTAS 1	50	52	2.00
CTAS 2	65	67.08	2.08
CTAS 3	75	77.93	2.93
CTAS 4	80	86.08	6.08
CTAS 5	90	90.42	0.42
Q3 Provincial Response Time Standard Report (values are %)			
Subset	Target	Actual	Target to Actual Variance +/-
Sudden Cardiac Arrest	35	63	28
CTAS 1	50	63	13
CTAS 2	65	73.63	8.63
CTAS 3	75	76.21	1.21
CTAS 4	80	85.66	5.66
CTAS 5	90	95.58	5.58

ONTARIO WORKS

ONTARIO WORKS OPERATIONAL PERFORMANCE

This report summarizes the Ontario Works program's third quarter (July, August and September) key operational information and current information related to service delivery. It includes caseload, recipients, employment activity and financials. A key performance indicators dashboard is included as an "at-a-glance summary" of third-quarter data.

APPLICATIONS FOR ASSISTANCE AND APPROVALS

The average number of monthly applications processed and approved in Q3 2021 compared to Q3 2020 are:

- Q3 2021: an average of 19 new applications processed per month and 16 approved.
- Q3 2020: an average of 15 new applications processed per month and 14 approved.

CASELOAD INFORMATION

The average monthly caseload for both regular and temporary care cases* in Q3 2021, and 2020 are:

REGULAR ASSISTANCE

- Q3 2021: 519 active cases
- Q3 2020: 645 active cases

TEMPORARY CARE ASSISTANCE

Financial support for children in the care of a person other than a parent or legally obligated individual

- Q2 2021: 30 active cases
- Q2 2020: 33 active cases

** Note, a case refers to a single individual or a family unit on social assistance (e.g. a family of four people is counted as one case.)*

The decrease in caseload is consistent with both provincial and regional trends. The Canada Emergency Relief Benefits (CERB) and the Canada Recovery Benefit (CRB) introduced a form of universal basic income that exceeded social assistance benefits. For some individuals, the benefits exceeded their regular employment earnings. This caused a decrease in our caseload as those individuals and families exited the program due to relief benefits or employment.

With the federal relief benefits ending in October 2021, the Ministry forecasts a 17% increase in the Province's Ontario Works caseload. This forecasted increase would return our caseload to pre-COVID numbers by the end of 2022. However, as reported by the Far North East Training Board (FNETB), an employment shortage exists today. It will continue to rise in our region. This shortage will have a corresponding impact on our caseload as qualified workers re-enter the workforce and exit social assistance.

CLIENT EMPLOYMENT PERFORMANCE

The following data relates to our performance in client employment outcomes and related exits from social assistance in Q3 2021 and 2020.

CASES WITH EARNINGS

- Q3 2021: 30 cases
- Q3 2020: 33 cases

MONTHLY EARNINGS PER CASE

- Q2 2021: \$767
- Q2 2020: \$803

CASES EXITING SOCIAL ASSISTANCE

- Q3 2021: 30
- Q3 2020: 27

EMPLOYMENT ASSISTANCE TO ONTARIO DISABILITY SUPPORT PROGRAM (ODSP) RECIPIENTS

Our local Ontario Works program has the following number of active individuals from ODSP receiving employment supports:

ODSP PARTICIPATING IN OW EMPLOYMENT SUPPORTS ACTIVITIES

- Q3 2021: 15
- Q3 2020: 13

Ontario Works is mandated to provide employment support services to non-disabled spouses and dependant adult children. The Province has set a service contract priority to re-engage support for ODSP employment support for applicable ODSP beneficiaries. Local OW and ODSP management will co-design a model that meets our mutual service delivery demands.

The current ODSP caseload in the district is 1,571 cases consisting of 2,093 individuals. While this number represents the total cases, a portion of these have spouses and adult children.

As Province's centralization strategy evolves, the ODSP caseload will receive all life stabilization supports from municipalities and DSSABs. What this will look like is still unknown with the Province and in the planning phase. Timiskaming's caseload will change in the scope of work and caseloads will increase.

SOCIAL ASSISTANCE PAYMENTS

The following represents the average dollar amount of payments to clients in the quarter and the associated cost per case.

THE AVERAGE MONTHLY PAYMENTS AND COST PER CASE:

- *Q2 2021 (average)*
\$424,600 per month in total payout
\$773 per case per month
- *Q2 2020 (average)*
\$517,270 per month in total payout
\$763 per case per month

The costs per case change are related to the caseload size and the number of benefits requested. Available services and associated financial benefits were reduced due to COVID restrictions and province-wide shutdowns, and reopening steps.

PROGRAM STAFFING

As of the end of the third quarter, the DTSSAB's Ontario Works program's direct client service delivery team includes the following fourteen positions:

- **EIGHT ONTARIO WORKS CASEWORKERS** are responsible for direct client service case management through an assigned caseload. Caseworkers' duties include the full spectrum of eligibility decisions and financial and employment support to individual clients.
- **TWO CASE-AIDES** are responsible for administrative supports directly related to Ontario Works services, including case management.
- **ONE ELIGIBILITY REVIEW AND CASE PRESENTING OFFICER** responsible for program integrity functions. Primary duties include fraud prevention, appeals and the Enhanced Verification Process (EVP), an audit-program to confirm that client past and ongoing eligibility is correct.
- **ONE ONTARIO WORKS SUPERVISOR** is responsible for day-to-day, direct client service delivery, supervision of a team of caseworkers and case-aides. Duties include assigning work and coordinating team members, staff performance and meeting the objectives and key results tasked by the Ontario Works Manager.
- **ONE ONTARIO WORKS MANAGER** is responsible for coordinating department-level objectives and key results as set by the Director. Duties include monitoring key performance indicators and setting goals and outcomes for the Ontario Works Supervisor. Oversight of the day-to-day program delivery standards. Communicating and coordinating program requirements, developing standard operating procedures, recommending policy, change management, team skills development, and community partnerships.
- **ONE DIRECTOR OF CLIENT SERVICES**, a senior management position accountable and responsible for program delivery, funding, the provincial-municipal service contract and performance requirements, client outcome targets, strategic planning, continuous improvement, operational management and program integrity and accountability of public funds.

Note that during this time of transformation of employment services, the implementation of a life stabilization program, and centralizing financial functions to the Province, our staffing strategy must remain flexible and adapt to the change ahead. The roles and responsibilities at the Provincial and Municipal levels are not yet defined. However, we plan to position ourselves to adjust the course effectively as this plan evolves.

SOCIAL ASSISTANCE MODERNIZATION AND ONTARIO'S NEW VISION FOR RECOVERY AND RENEWAL

The social assistance modernization and renewal and recovery strategy are in process. Currently, the Province and municipal service managers and DSSABs maintain the operation of all elements of their respective social assistance programs (Ontario Works and ODSP), i.e., the Province operates all financial and client support activities for ODSP, and the municipalities operate all the economic and client support activities for Ontario Works. The Ministry is one organization with one delivery method. The 47 municipalities and DSSABs operate independently. However, combined, this makes the Province and the municipalities experts at delivering their respective social assistance programs to their clients.

Over time, service and skills have become increasingly person-centered to help our clients succeed within the limits and structures of our current system. But the system can be set up strategically to support our efforts to create person-centered services that effectively help people move toward their goals.

The intent is to set up a strategy to allow supportive relationships focused on achieving goals instead of complying with the rules. To get there requires re-organization around separated functions.

The Province will focus on financial assistance and program integrity—speeding up the process for both programs, eliminating duplication, safeguarding public funds and making administration quicker and easier for clients. The Province refers to this function as "centralized financial assistance." The Province is well-positioned to take on this function because of its size and ability to make major, long-term technology and data management investments. Each municipal budget impacted by finite cost share budgets determines the size and future investment in technology.

On June 21st, 2021, the first phase of centralization was implemented as part of a staged release schedule that included the Northern DSSABs. Applicants have more choices and may apply for assistance in several ways. A new online application service was released in a design format easily accessed on the Ontario.ca website. The service is compatible with all internet browsers and mobile device friendly. In addition to this, applicants have the option to complete their application process over the phone with a Ministry case manager. Our local office can continue to process applications when the applicants are in crisis, temporary care assistance, and those under 18 years of age will apply at the local office. Service at our offices is always available to all clients who need help making their application and prefer the in-person services.

This change will allow municipal service managers to focus on becoming experts at life stabilization: understanding people's needs, building trust, guiding people through collaborative, personalized planning and helping them navigate the broader system of supports. We are well-positioned to take on this role because of our relationships with local partners – from service providers to employers to community groups. Furthermore, our services are physically co-located and integrate with housing and children's services as part of our DSSAB organization model.

WHAT WE DO AND DON'T KNOW

As we enter a period of intensive co-design, it is helpful to understand what we do and don't know at this stage about each of these functions: Centralized Financial Assistance and Life Stabilization.

CENTRALIZED FINANCIAL ASSISTANCE

About the provincial role, we know:

- The Province will focus on delivering efficient and streamlined financial supports for both programs and safeguarding program integrity.
- This includes but is not limited to intake, ongoing eligibility, adjudication, and some benefits administration for both programs.
- "Centralized" refers to the Province taking on the work, not one geographic location.
- The Province will automate some aspects of these processes, but much work will still be required. Deep investment in technology is planned.
- The Centralized Intake evolutions are helping to define new provincial processes, roles and refine as they expand.
- No changes to rates, eligibility or benefits are currently in scope.
- There will continue to be multiple channels for support.

Among the elements we don't know are:

- Exactly how this overall function will look and work.
- The client-facing element of this service will look like, particularly for those who do not participate in life stabilization activities.
- Exact divisions of some functions, e.g., benefits administration.
- Staff roles and responsibilities as centralized financial systems evolve.

LIFE STABILIZATION

About the municipal role, we know:

- Municipalities and DSSABs will focus on delivering person-centred life stabilization supports, building on local connections and municipally delivered programs (i.e., housing, childcare, youth programs.) These programs will be incorporated into service agreements with key performance indicators and continuous improvement strategies defined.
- Life stabilization aims to identify and help address the barriers people face to employment, independence, and well-being: housing, mental health, childcare, cultural connections, literacy, etc.
- Life stabilization builds on some of the work that OW and ODSP caseworkers do today, but with additional structure and tools.

- A life stabilization framework is in development to help guide the implementation of this function as a central part of social assistance.
- Common assessment and action plan tools are being developed in Employment Services Transformation prototype areas.
- Staff across life stabilization, centralized financial assistance, and employment services will work together under the new Social Assistance system.
- The goal is to ensure a connected and integrated client journey where clients will get the support they need no matter where they enter the human services system. The Northern Regional DSSABs are impacted by the lack of external services and rural or remote environments. According to the Province, the DSSABs are considered a complex area and as a result, are planned to transition last in 2024.

Among the elements we don't know are:

- Exactly how this overall function will look and work in different municipalities
- How the different parts of the system will work together to ensure a positive and seamless client experience. Planned provincial and municipal co-design will be part of this development.
- Which ODSP clients should and should not be referred for life stabilization services.
- Staff roles and responsibilities. The shift from a focused person-to-person based on life stability and an eventual move to an external employment service will redefine our case management functions. All financial-based systems will transfer to the Province. Our financial role in case management and our internal administrative functions and responsibilities will change with it. Accounting controls and services for social assistance payments will become a provincial function.

Ontario Work Performance Dashboard – Q3 2021

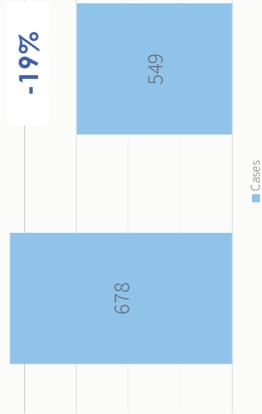
14
New Grants

549 Cases
Q3 Average

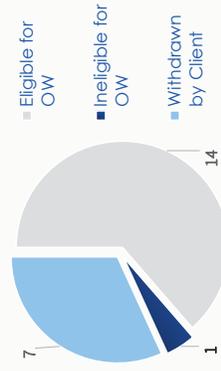
\$424,600
Q3 Average Monthly Payout



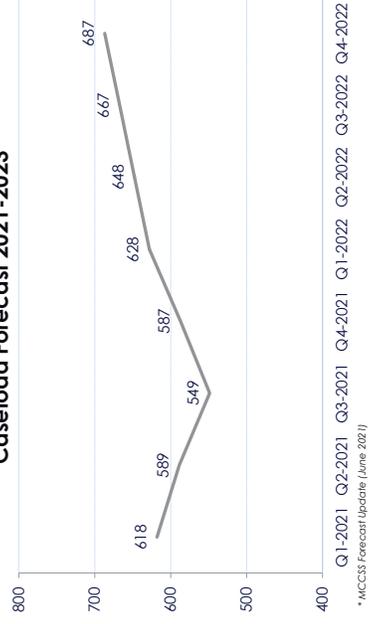
% Change in Caseload Q3 2020 and Q3 2021



Q3 Monthly Application Outcomes



Caseload Forecast 2021-2023*



HOUSING SERVICES

HOUSING SERVICES PROGRAM OVERVIEW

CENTRAL WAIT LIST

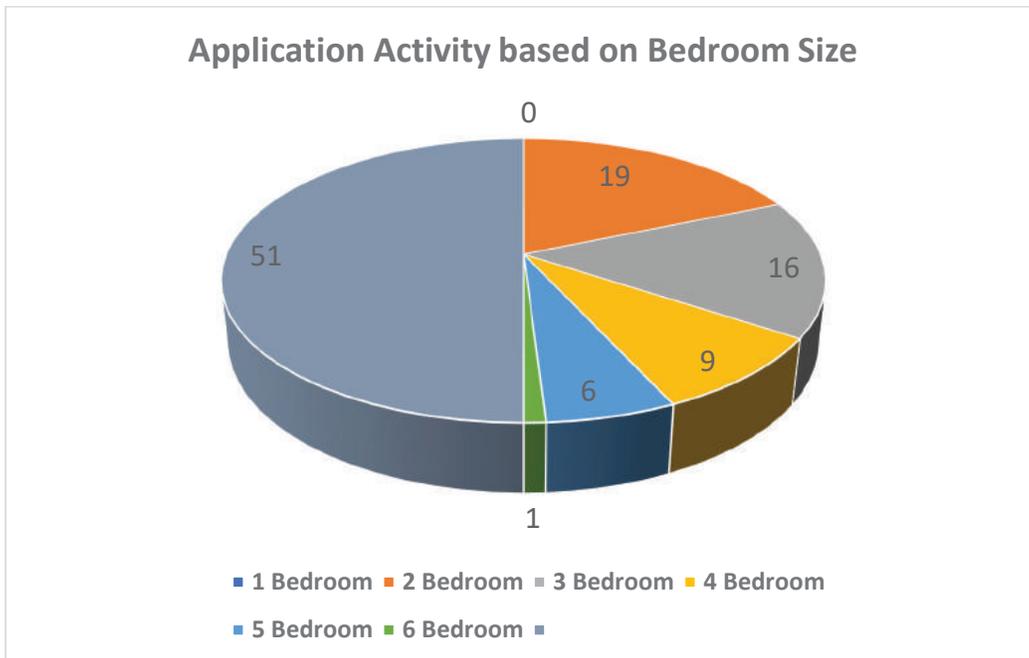
Throughout the third quarter of 2021 the Housing Department received 153 new applications seeking housing in our District. This is an increase of 30% from the third quarter in 2020.

During the third quarter the Housing Department rolled out **Online Application** services. Effective August 23, 2021, applicants can now apply online on our website at www.dtssab.com



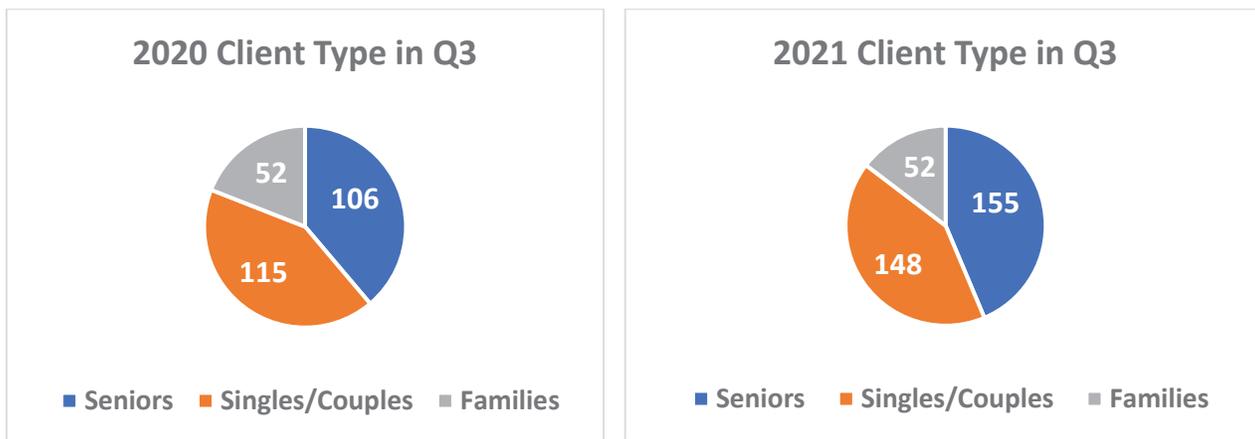
Some of the benefits of applying online include 24-hour availability, paperless applications, and convenient application status access. While paper applications are still available, we encourage everyone to use the new streamlined online service.

OVERVIEW OF APPLICATION ACTIVITY BASED ON BEDROOM SIZE IN Q3



In Q3 twenty-one applicant households were housed from the Centralized Waitlist throughout the District. At the end of this quarter, 282 eligible households were on the waiting list; 155 of the households are considered seniors, 148 are single/couple households with no dependents and 52 are family households.

OVERVIEW OF CLIENT TYPE APPLICANTS COMPARED TO 2020



UNIT VACANCY

Vacancies vary from month to month and are difficult to forecast. In the third quarter of 2021, the Housing Services Program saw 20 move-ins and 19 move-outs.

PROVINCIAL/FEDERALLY FUNDED PROGRAMS

HOME FOR GOOD (HFG)

The DTSSAB continues to partner with the Canadian Mental Health Association (CMHA) and the Northeast Local Health Integration Network (NELHIN). In August 2021, the Ministry of Municipal Affairs & Housing confirmed the funding will continue for 2022. The DTSSAB’s allocation for 2022 is \$111,920.

SOCIAL INFRASTRUCTURE FUND (SIF)

SIF funding, under the Housing Allowance component, continues to provide support to 13 households in our district. Through the Housing Allowance component, the DTSSAB pays the Housing Allowance directly to a household in need of rental assistance. The DTSSAB has discretion to allow Housing Allowance payments to be made directly to landlords on their clients’ behalf where they deem it appropriate and where the clients have chosen this approach and provided written direction and consent.

SIF HOUSING ALLOWANCE ALLOCATION FOR THE NEXT THREE FISCAL YEARS

2021/22	2022/23	2023/24
\$37,200	\$37,200	\$26,948

CANADA-ONTARIO COMMUNITY HOUSING INITIATIVE & ONTARIO PRIORITIES HOUSING INITIATIVE (COCHI & OPHI)

COCHI funding is allocated to repairs and regenerate existing community housing stock.

The OPHI funding provides support to individuals in the district through four components, Tenant Supports, Rent Supplement, Ontario Renovates and Homeownership program.

YTD CAPITAL COMMITMENTS BY COMPONENT ALLOCATIONS

Component	2021-22
Repairs (COCHI)	\$45,846
Home Ownership (OPHI)	\$80,000
Ontario Renovates (OPHI)	\$145,690
Housing Supports (OPHI)	\$13,205
Rent Supplement	\$12,000

COMMUNITY HOUSING UPDATES

Featured buildings for Q3



25 & 25 A Tweedsmuir Road is located close to downtown Kirkland Lake. This was a two-phase project. Phase one, 25 Tweedsmuir is a 6-story building built in 1977. Phase two, 25A Tweedsmuir is a 5-story building built in 1982 as well as a passage that links both buildings together. Individuals also refer to this complex as Golden Heritage Building. Total units in both these buildings is 115. Maximum rent is \$640 for a 1 bedroom and \$692 for a 2 bedroom. Units are Rent-Geared-to-Income. Laundry rooms are located on both sides.



69 Sixth Avenue is in the community of Englehart. This 2-floor multi-unit building was built in 1982 and consists of 29 one-bedroom units. Maximum Rent for a 1 bedroom at this building is \$608 and varies based on household income. Laundry rooms are available on both floors.



41 Tenth Street is located in Earltown at the back of our property. This building shares the grounds with another adjacent two-story building owned by the DTSSAB. This multi-unit building 10 units, all on ground level. All the units are 1-bedroom. The building was built in 1976. Maximum rent in this building is \$575 but varies based on household income. Laundry room is available in this building as well.



480 Broadway St is located at the top end of Haileybury, off Rorke Avenue, in the City of Temiskaming Shores. This multi-unit, two-story building consists of 13 units and was built in 1981. Maximum rent in this building is \$608 but varies based on household income. Laundry room is available on both floors.



255 Grant Drive is the newest building in the DTSSAB's housing portfolio. This property consists of two fourplexes and is located in Dymond Township, in the City of Temiskaming Shores. All units are 2-bedroom units. Four of the units are fully accessible to accommodate individuals with physical disabilities. It was built in 2018-19. It was first occupied in the Fall of 2019. This building was funded as an Affordable Housing Project. Rents are \$750 and \$1250 based on Affordable/Market Rent. Each unit has individual laundry appliances.

HOMELESS ENUMERATION 2021 – TIMISKAMING COUNTS



During the week of September 12th to 18th 2021, the DTSSAB' Housing Program as well as Community Partners and many volunteers conducted a Homeless Enumeration in the District of Timiskaming. The value of strong, reliable, and consistent data will provide a snapshot of homelessness, including information on the scope and nature of homelessness in communities across Ontario.

Homelessness is defined as a situation in which an individual or family is without stable, permanent housing, or the immediate prospect, means and ability of acquiring it.

Volunteers canvassed our communities for individuals experiencing homelessness. Participants were asked to complete a voluntary confidential survey and respondents received a participation gift.

The survey is designed not to be a simple headcount of homelessness, but to dig deeper in understanding patterns and reasons why. The results will help us plan services to meet the needs of the community. A full report will be available in the next few months.

HUMAN RESOURCES

HUMAN RESOURCES REVIEW – 2021 INITIATIVES/ACTIVITIES (Q3)

Key non-confidential HR Q3 initiatives and/or activities included, but were not limited to:

HUMAN RESOURCES INFORMATION SYSTEM (HRIS) CONFIGURATION UPDATE

HRIS configuration continued into Q3 and HR worked with the IT Team on the design of the system's landing page. The HRIS will serve several purposes, including being a repository of easily accessible resources helpful to our staff (i.e.: collective agreements, benefit information, forms for reporting workplace incidents and injuries, health and wellbeing contacts/supports, key workplace policies, etc.).

The payroll modules and landing page will launch this fall. HR sections will be implemented on a module-by-module basis, since the HR Team must convert existing practices into new digital workflows, which requires significantly re-working some current processes and engaging leaders and staff with respect to new work methods.

WSIB EXCELLENCE PROGRAM (EP) – HEALTH AND SAFETY UPDATE

The objectives of the Excellence Program were presented to the Board of Directors and all leaders, which include updating policies; fine-tuning health and safety protocols; creating greater awareness of the importance of health and safety in our workplace; encouraging employees, leaders and members of the occupational health and safety committees to be more active contributors to workplace health and safety.

The Employer's *Statement of Commitment to Physical and Psychological Health, Safety and Wellness* and Policy OHS-11, *Health and Safety Roles and Responsibilities* were revised during Q3 and approved by the Board.

Updated policies will be disseminated organization wide during Q4 for staff review and acknowledgement. The Public Services Health and Safety Association will deliver a one-day, all-leader, virtual training session on November 19, 2021, pertaining to health and safety accountability for individuals in positions of responsibility. The facilitator will engage the group with practical strategies for making health and safety a daily priority of leaders and staff.

This ongoing, multi-year, initiative will continue to compliment the DTSSAB's goals of continuous improvement, commitment to our renewed Vision, Mission and Values, as well as the leadership team's aim to support a physically and psychologically safer work environment by better supporting our employees and the individuals we serve, which will ultimately contribute towards an improved workplace culture.

LEADERSHIP SUPPORTS – PAVING THE WAY FOR SUCCESS

Our leaders are engaged in many meaningful initiatives to improve the workplace. As well, significant changes in delivery and/or operations of certain programs require effectively managing considerable change while supporting employees through transition.

Over the last nine months HR has supported the senior leadership team in planning, recruiting and/or helping align changes to our leadership structures to ensure appropriate supports are in place to pave the way for successfully managing the ever-changing requirements of our departments and programs.

At the close of Q3, 2021 objectives pertaining to leadership enhancements have all been achieved, and these changes include the following:

Ontario Works: OW Manager, supported by an OW Supervisor

Children's Services: CS Supervisor to support the CS Manager

Emergency Medical Services: Superintendents assisting the Deputy Chief of Operations, now directly supporting the EMS Chief role

CAO Office/Administration: Communications and Executive Coordinator to support the CAO, Board of Directors and Senior Leadership Team

Finance: change in department staff reporting structure to the Finance Supervisor, to support Finance staff and the Director of Finance

Human Resources: HR Supervisor to lead and manage specific HR and health and safety portfolios in order to support the Director of HR.

To help further support new leadership structures, unionized Team Leader roles were introduced to backfill EMS Superintendents, as needed. HR compensation and benefits-related tasks of an administrative nature have been transitioned to Finance, and the Payroll Finance Clerk position was renamed to Payroll and Benefits Coordinator. This shift further enhances synergies between HR and Finance, and further supports the HR Team to move employee-centred and organizational initiatives forward.

These positive changes and enhancements also ensure department/program leaders have backup, which reinforces business continuity practices. Strategic leadership resources are also key for developing emerging leaders and succession planning.

NATIONAL DAY OF TRUTH AND RECONCILIATION – SEPTEMBER 30TH

The HR Team was instrumental in promoting the National Day of Truth and Reconciliation. Leading up to September 30th, a week-long series of informational resources, to help create awareness and understanding of the origins of Truth and Reconciliation, were shared organization-wide with staff. Organized events (local and virtual) occurring on and/or following September 30th were promoted and staff were encouraged to participate. Awareness of Truth and Reconciliation, by providing timelines in Canada's history with respect to Residential

Schools, sharing resources relating to intergenerational trauma and stories of residential school survivors, informing staff of the origins of Orange Shirt Day, etc., continues to be a priority.

HR will develop an action plan for continuing to further generate awareness at DTSSAB on sensitive and critical topics including Truth and Reconciliation, diversity, as well as inclusion. Not only is this important for nurturing a workplace culture of acceptance and openness that is intolerant of discrimination, but it is also a commitment to the individuals we support and serve.

As a first step, the HR Team is preparing to present suggestions to the Senior Leadership Team and Board Members relating to the introduction of a Territorial/Land Acknowledgement, which would be incorporated as a new endeavour for DTSSAB.

BENEFIT RENEWAL: LTD, AD&D, LIFE INSURANCE – OCT 1.21 TO SEP 30.22

The DTSSAB is facing an overall, combined, increase of 7.6% to long-term disability (LTD), accidental death and dismemberment (AD&D), as well as life insurance benefit premiums in comparison to the previous year's rates.

Gallagher's representative (formerly DiBrina) explained that benefit carriers are applying minimum increases of 5% to 8% to employers, as the group benefit landscape is changing with aging demographics and increased mental health leaves, which continue to rise with the pandemic. Brokers are now less able to negotiate rates for their clients due to industry shifts.

Employees will receive a communication from Gallagher via HR and Finance notifying of the LTD rate increase, as this will impact slightly on monthly LTD premiums, of which some are employee-paid. Specifically, LTD rates have increased 4.8%.

These increases will need to be accounted for in the 2022 budget.

Closing date	Position	Recruitment status	Details & comments
Jul 20.21	Emergency Medical Services EMS Superintendent (3 positions / 3 permanent offers)	Filled internally Permanent full-time	2 of 3 offers to internal staff trialing the role were accepted. External candidate hired during Q2 (start date Q3)
Jul 23.21	Emergency Medical Services Paramedic – District Float (5 positions)	Filled externally Part-time	Vacancies due to internal movement
Aug 23.21	Emergency Medical Services EMS Superintendent (1 remaining vacancy of 4 positions)	Filled externally Permanent full-time	Start date Q4
Aug 23.21	Emergency Medical Services Full-time Paramedic – South EMS Base (3 positions)	Filled internally Permanent full-time	Vacancies due to promotions to non-union roles and resulting internal movement
Aug 23.21	Emergency Medical Services Full-Time Community Paramedic – District (2 assignments until Mar 31.22)	Filled internally Temporary full-time	Incumbents backfilled with temporary full-time assignments
Aug 23.21	Emergency Medical Services Part-Time Community Paramedic – District (2 assignments until Mar 31.22)	Filled internally Temporary part-time	Trained part-time Community Paramedics (CP) to backfill full-time CPs as needed
Aug 23.21	Emergency Medical Services Paramedic assignment – South EMS Base (3 assignments)	Filled internally Temporary full-time	Backfilling assignments due to internal movement
Aug 23.21	Emergency Medical Services Full-Time Paramedic – North EMS Base (1 position)	Filled internally Permanent full-time	Vacancy due to internal movement
Sep 22.21	Ontario Works OW Caseworker – South	Filled internally Permanent full-time	Vacancy due to internal promotion to non-union role
Sep 22.21	Emergency Medical Services Part-Time Paramedic – South EMS Base	Filled internally Part-time base-specific	Vacancy due to internal movement
Sep 22.21	Emergency Medical Services Part-Time Paramedic – North EMS Base (2 positions)	Filled internally Part-time base-specific	Vacancies due to internal movement
Sep 22.21	Emergency Medical Services Part-Time Paramedic – Central EMS Base	Filled internally Base-specific part-time	Vacancy due to internal movement

CHILDREN'S SERVICES

INTRODUCTION

The month of July saw centre-based and home-based child care providers switch gears to return to regular summer programming, after wrapping up another round of Targeted Emergency Child Care for school aged children, during which an estimated 184 children received child care services, free of charge.

Throughout the summer months, usage of the child care Fee Subsidy and Family Discount program steadily increased as providers welcomed school age children into their full-day summer programs.

Providers adjusted operations to align with updated operational guidance documents, released by the Ministry of Education in early August, providing guidance on items such as, but not limited to, hand hygiene and respiratory etiquette, transportation, permitted physical activities and field trips, ventilation and mental health.

CHILD CARE

A. ENROLLMENT

Despite seeing increased enrollment and attendance during the summer months, local providers continued to operate below their licensed capacity during the third quarter due to:

- Ongoing staff shortage; and
- Ongoing capacity reductions to ensure compliance with pandemic specific guidelines and health & safety protocols

Most providers reported operating at 50-60% of their licensed capacity, like many of their counterparts in the province.

B. FEE SUBSIDY

DTSSAB's Fee Subsidy program continued to provide relief to local families throughout the third quarter. As of August 31st, a total of 149 families and their 253 children have been subsidized by the program.

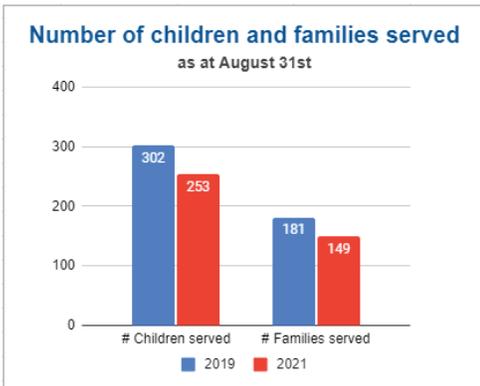


Figure 1: Number of children and families served (2019 vs. 2021)

Fee Subsidy expenses increased in July and August, similar to previous years, as more children attend full day childcare during the summer months.

Note: Fee Subsidy expenses dropped in April, May and June as parents of eligible school aged children received Emergency Child Care services at no charge.

Overall fee subsidy expense level in 2021 continues to be lower than in 2019. This can be attributed to centers operating at reduced capacity and the fact that care for eligible school aged children was offered free of charge from April to June.

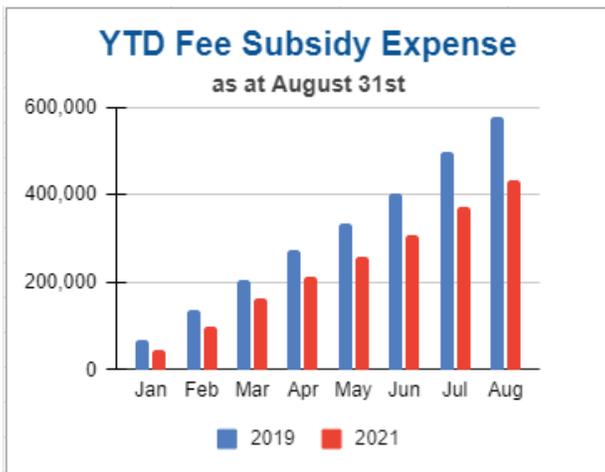


Figure 3: Year-to-date (YTD) Fee Subsidy Expense

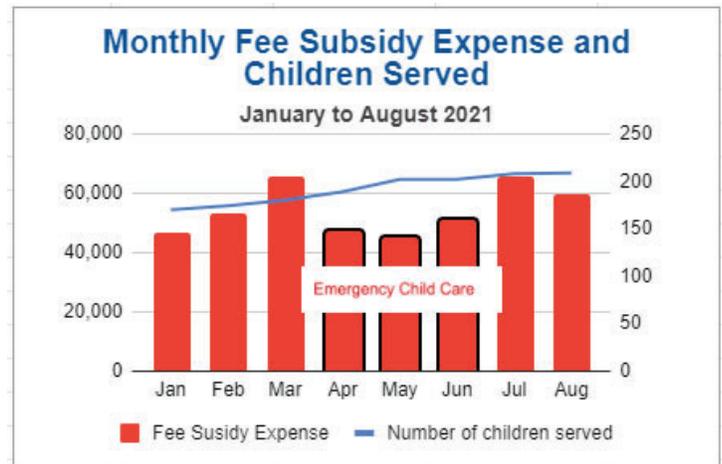


Figure 2: Monthly Fee Subsidy Expense and Number of Children Served

C. FAMILY DISCOUNT

The Family Discount program continued to provide much appreciated financial relief to many local families in the third quarter. Although overall YTD utilization levels continue to be lower than in pre-pandemic years, the program has enabled fee reductions totaling \$95,000 in 2021 YTD (vs. \$160,000 in 2019).

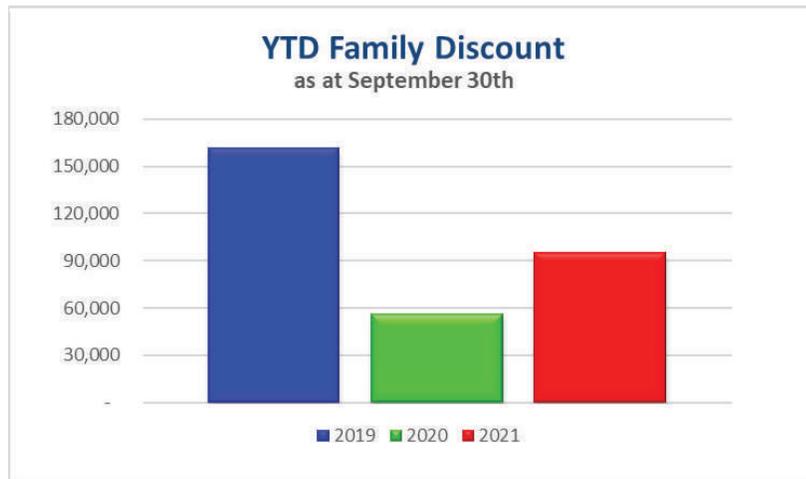


Figure 4 : YTD Family Discount Spending Level (2019-2021)

Program usage dropped from April-June as eligible school aged children received services free of charge. Assuming usage remains at this level in the fourth quarter, program is expected to have saved local families a total of approximately \$140,000 in fees in 2021.



Figure 5 : Monthly Family Discount Comparison 2019-2021

D. EARLY LEARNING PRESCHOOL READINESS PROGRAMS (ELSRP)

Discussions were had with providers during the summer months around the resumption of the ELSRP programs in September 2021 with providers ultimately deciding to postpone reopening to January 2022. Providers’ decision to postpone the program can be attributed to:

- ongoing staffing challenges;
- restricted access to community and school-based activities; and
- maintaining small cohorts to minimize risk of exposure and transmission of COVID-19.

The Children's Services team will continue to work with providers and school board partners in the hopes of reinstating the program in the new year.

E. CAPITAL PROJECTS

The status of the joint application for capital funding under the Ministry of Education's 2021-22 Capital Priorities Program, submitted in January 2021, has yet to be confirmed. If approved, this project would add 6-10 infant spaces in the District of Timiskaming.

F. MANDATORY VACCINATION POLICIES

In response to evolving data around the transmissibility of the Delta variant, the government, in consultation with the Chief Medical Officer of Health, took action to increase protection for our most vulnerable, including young children who are not yet eligible for vaccination. This included making COVID-19 vaccination policies mandatory in high-risk settings, including child care centres.

Providers were expected to have their vaccination policy in place no later than September 7, 2021, and at a minimum require licensed child care centre staff, home child care providers, home child care visitors, every person who is ordinarily a resident of the premises or regularly at the premises, volunteers, students on educational placements, Special Needs Resources and frequent visitors to provide proof of one of three things:

- Full vaccination against COVID-19;
- A medical reason for not being vaccinated against COVID-19; or
- Completion of a COVID-19 vaccination educational session.

The Ministry of Education's September 14th directives confirmed that all persons covered by providers' vaccination policies that are not fully immunized, including those with medical reasons, would be required to provide verification of negative test results two times per week. Rapid antigen test kits were made available to providers by their local Chamber of commerce (if centre located within 10 minutes of Chamber) or via school board at an assigned school location.

Providers are expected to report monthly aggregate vaccination disclosure data to the Ministry of Education as well as weekly testing verification reports to both the Ministry of Health and the Chamber of commerce.

CHILDREN'S SERVICES QUALITY ASSURANCE PROGRAM

The Children's Services quality assurance program continued supporting providers during the third quarter.

During this time, the Quality Assurance Coordinator:

- Continued to connect and support child care providers and home child care providers with ongoing changes in the guidelines, Timiskaming Health Unit suggestions and Memo's from the Ministry of Education.
- Continued to support child care with ongoing projects and play based and equipment funding.

- Coordinated a Professional Learning opportunity for educators with Dr. Diane Kashin. A one-hour session on leadership was offered on Wednesday, September 22nd.
- Organized a second Cooks Networking session that will be offered in October, in partnership with Timiskaming Health Unit.
- Prepared and distributed a Professional Learning Survey to all providers. Information collected will help support ongoing planning for 2021-2022 Professional Learning sessions. (September-June)
- Resumed in-person visits to child care centres.
- Co-organized and participated in 4-day in-person Forest and Nature Practitioners session at Dorothy Lake.

SPECIAL NEEDS RESOURCES PROGRAM (SNRP)

Community Living Resource Consultants and Behaviour Specialists continued to provide virtual supports to Child Care Centres and Licensed Home Child Care Providers during the summer months and started transitioning back to in-person services during the month of September.

Community Living SNRP staff have been asked to work directly with child care providers to ensure that they adhere to the Covid-19 health and safety protocols recommended by the Timiskaming Health Unit, and the Ministry of Education.

EARLYON / ON Y VA CHILD AND FAMILY CENTRES

EarlyON / ON y va continued with outdoor programming throughout the summer and worked on an indoor reopening plan with capacity limits for the fall. The collaborative continued offering virtual services, where possible, so that children and families could access programs and services without having to attend in-person.

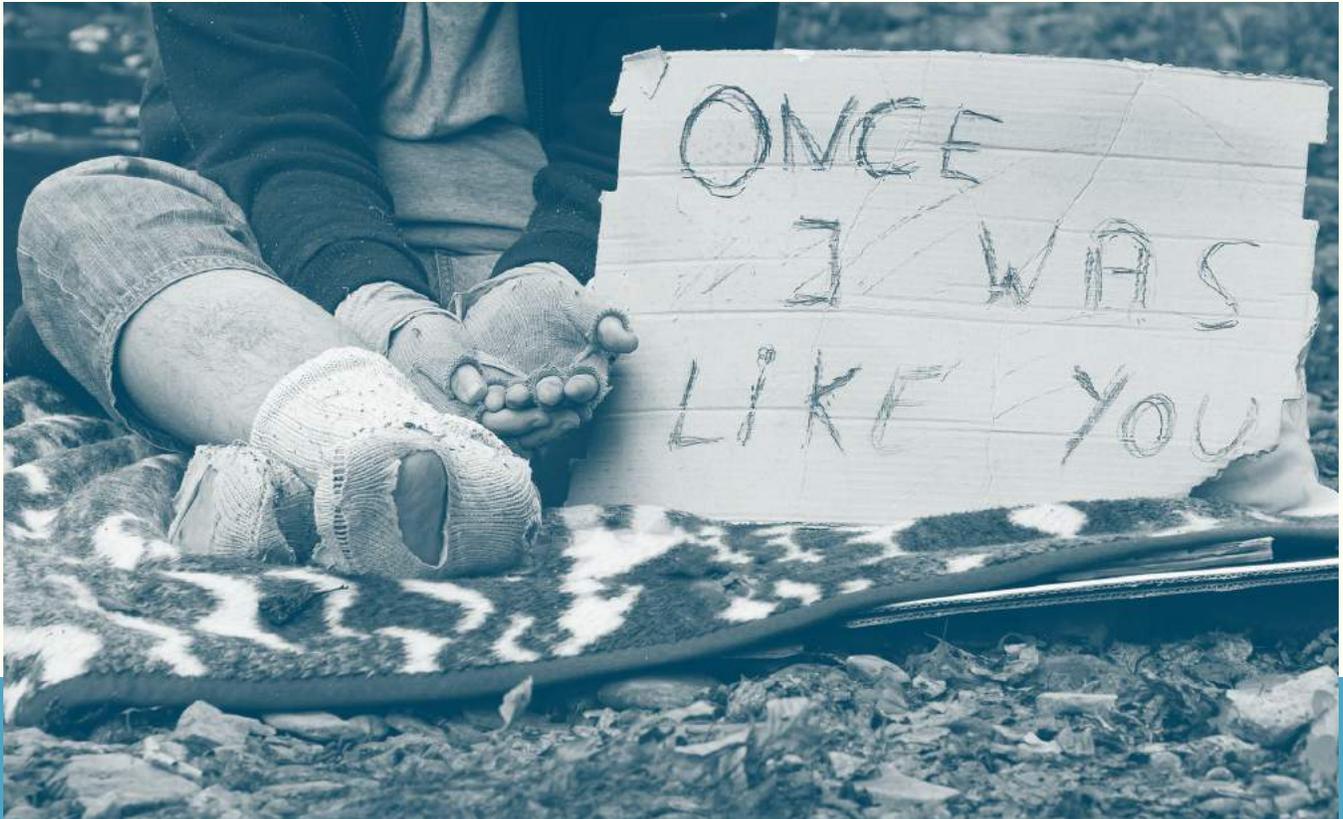
BUILDING COMMUNITY CONNECTIONS

On September 30th, Children's Services staff attended a Pow Wow hosted by Keepers of the Circle at Civic Park in Kirkland in the spirit of reconciliation to honour Indigenous children that attended Residential Schools in Canada and those around them who have been affected.



Left to right: Stephanie Weeks (CS Supervisor), Lynne Bernier (CS Manager), Jessica Plante (Quality Assurance Coordinator) and Maxine Daviau (C

Timiskaming Counts Homeless Enumeration 2021



Lyne Labelle - Housing
Services Manager
labellel@dtssab.com

Prepared By:
Michelle Caron - Communications
and Executive Coordinator

Timiskaming Counts 2021 - Homeless Enumeration

Survey

53 participants identified



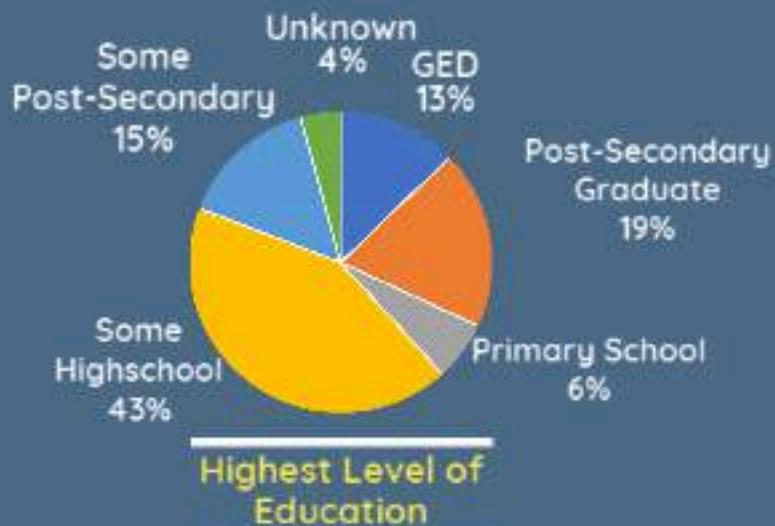
5 declined



1 duplicate



= 47 homeless participants



49% of Participants identified as having Indigenous ancestry

18 participants were female
28 participants were male
1 participants were trans female



Present Age



Top 3 Barriers to Housing

- 49% - Rent is too High
- 47% - Low Income
- 21% - Lack of Available Housing



Self-Reported Health Conditions

- 38% - Medical Condition
- 30% - Physical Disability
- 60% - Mental Health Concerns
- 60% - Addiction



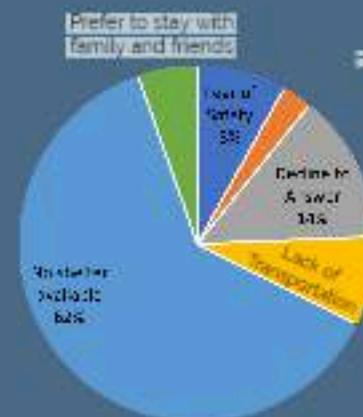
Participant's Age when they First Experience Homelessness

- 40% - Under the Age of 20
- 21% - Between 20-30

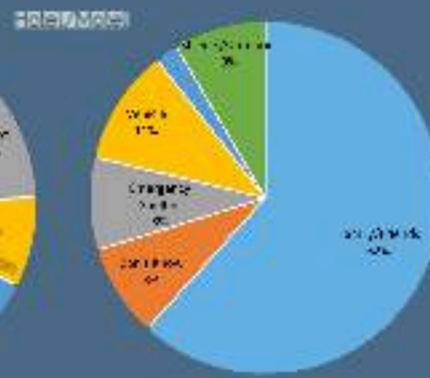


Reasons for Being in the District

- 38% - Born in the district



Why Participant's did not Stay in a Shelter



Where did Participant's Stay the Night



Total Amount of Time Participants have been Homeless this Year

- 53% - Between 4-10 months
- 19% - Between 1-3 months
- 11% - 3 weeks or less
- 17% - Declined to answer or did not know



2021 - Summary of Findings

Homeless Enumeration 2021

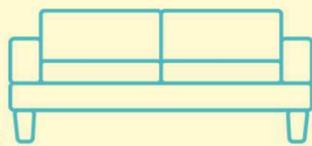
Shelters

15% of participants have used emergency shelters in the past year. The collected data illustrates a need for a non-gender specific shelter in our district.



Currently agencies will accommodate homeless individuals by paying for a bus ticket to transport them to the closest homeless shelter in another community or to a family member as a provisional solution.

Hidden Homelessness



62% of participants reported staying with family and friends. This information demonstrates hidden homelessness in our district. Because of this, there may be several individuals not captured in the enumeration.

Indigenous Homelessness



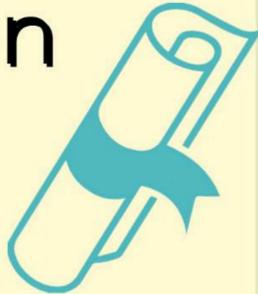
49% of participants were identified as Indigenous. According to the stats conducted in 2014 by the Timiskaming Health Unit, 5.2% (1710 people) of Timiskaming District's population is Indigenous. This proves a need for more collaboration with Indigenous organizations for increased supports to the Indigenous population. This overrepresentation indicates the need for supports designed to meet the needs of this specific demographic.



2021 - Summary of Findings

Homeless Enumeration 2021

Level of Education and Securing Employment



Data indicates low high school completion/graduation rate. The need for more supports in schools is clearly identified. The results also demonstrate a need for more work in this area to gather more data to support assumptions drawn from this enumeration. High school graduation has a direct correlation to the ability of one to obtain employment and further illustrates not obtaining a high school diploma can be a barrier in obtaining secure housing and obtaining employment.

Health



Many participants have visited an emergency room once or more than once in the past year.

Mental Health and Addictions



There is a clear need for more mental health and addiction services in all communities enumerated. Services for those with mental health and addiction issues is crucial to help individuals and households maintain/secure housing, have access to appropriate support services and be able to fully participate in education and employment opportunities.

59% of the participants having identified as struggling with mental health or addictions. From these participants, 38% indicated they have mental health issues as well as addiction.



2021 - Summary of Findings

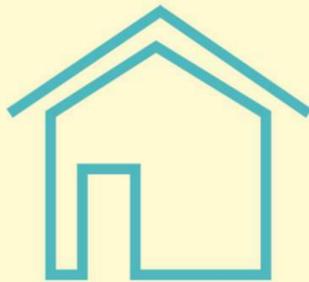
Homeless Enumeration 2021

Youth Homelessness



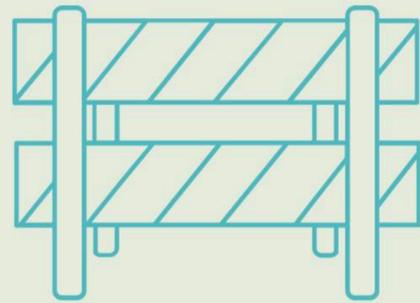
6 of the 47 participants identified as homeless were under 24 years of age. The high rate of youth and adolescent homelessness is an indication for the need to be more involved with the schools in the District.

Loss of Housing



Conflicts with parent or guardian, conflicts with spouse or partner and addiction or substance abuse were identified as the leading causes for loss of housing by participants. 30% of participants said that the reason for recent loss of housing was due to conflict with parents or spouses. This may demonstrate the need for more support in this area aimed at sustaining or maintaining housing.

Barriers to Housing



According to survey participants, the three major issues that are stopping individuals experiencing homelessness from attaining housing are: low income, rent being too high, and lack of available housing.

Inability to obtain suitable, adequate housing due to lack of income (among other barriers such as utility costs) has negative consequences on the health, education, employment and community participation of individuals/households. Wait times for RGI housing and programs offering funding to offset shelters costs are long.





Minutes

August 23, 2021

7:00 P.M. Community Centre

Present: Jeff Laferriere, James Frank, Sharren Reil, Gayle McNaughton, André Brock

Regrets: Penny Durant, Christine Benn

1.0 CALL TO ORDER: 7:14 p.m.

2.0 ROLL CALL: See above

3.0 APPROVAL OF AGENDA:

Gayle motioned to approve the agenda as presented, seconded by Jeff. **Motion carried.**

4.0 DISCLOSURE OF PECUNIARY INTEREST OF GENERAL NATURE:

None

5.0 APPROVAL OF MINUTES FOR JULY 5, 2021

Correction will be made re: \$800.00 not \$8,000.00 for the Village Noel sleigh ride. Gayle motioned to approve the minutes, seconded by Jeff. **Motion carried.**

6.0 COORDINATORS REPORT: Given verbally.

7.0 BUSINESS FORWARD: BUMP-OUT UPDATE:

The city contacted the BIA to inform them that the Accessibility Advisory Committee would be approaching the council in regard to the bump-out at the Pantry in an attempt to get Penny to use the bump-out for her patio. On August 9th Penny refuted the blocked sidewalk that Walter had complained about in a letter to council. The city decided to keep the bump-out agreements as is, but will set up a meeting for the BIA and the AAC to meet and share ideas.

7.1: HIGHWAYS SIGNS INVOICES: Sharren will contact Zoltan to get invoices for each sign for each year.

8.0 NEW BUSINESS: STREETScape: Carried over to next meeting

8.1 VICE-CHAIR POSITION: Penny has asked me to inquire if anyone would be interested in putting their name forward for a vice-chair. Gayle said she would like to do so.

8.2 VILLAGE NOEL COMMITTEE:

Sharren is working on finding members and will put out a call in our newsletter.

8.3 BIA LOGO: To bring up again next meeting.

8.4 CHRISTMAS IN SEPTEMBER:

Sharren will see if there is any interest.

8.5 COVID-19 RECOVERY COORDINATORS REPORT:

Andre stated that a photographer has been hired to provide photos for the Chamber on a variety of local subjects. The Patio Guide is out and distributed! Still working on Digital Mainstream. There is money for a local "support your neighbours advertising".

9.0 ADJOURNMENT AND NEXT MEETING: Adjournment at 7:49 Motion to adjourn by Gayle.. Next meeting is set for September 20, 2021, at 7:00.



Minutes

September 20, 2021

7:00 P.M. Community Centre

Present: Jeff Laferriere, James Frank, Sharren Reil, Gayle McNaughton, André Brock, Penny Durant, Suzanne Othmer

Regrets: Christine Benn

1.0 CALL TO ORDER: 7:08 P.M.

2.0 ROLL CALL: See above, Jeff on gotomeeting and all others in person

3.0 APPROVAL OF AGENDA:

Noted that 8.7 is to be removed as it is the same as 8.4. Suzanne motioned to approve the agenda with the deletion, seconded by Gayle. Add 8.8 Election of Co-Chair. Motion carried.

4.0 DISCLOSURE OF PECUNIARY INTEREST OF GENERAL NATURE:

None

5.0 APPROVAL OF MINUTES FOR AUGUST 23, 2021

Jeff motioned to approve the minutes, seconded by Gayle. Motion carried.

6.0 COORDINATORS REPORT:

Given verbally. Update on the Far Northeast Training Boards survey for businesses in regard to Covid recovery. I am doing six interviews before October 8.

7.0 BUSINESS FORWARD: BUMP-OUT UPDATE:

Sharren contacted Public Works and they will be removing the bump-outs the week after Thanksgiving. Sharren is directed to talk to local restaurants this winter to see who may want a bump-out next year.

- 7.1 HIGHWAYS SIGNS INVOICES: No invoices from Zolan, so this is carried to the next meeting.
- 7.2 VILLAGE NOEL COMMITTEE: Sharren was into various businesses earlier today in an attempt to find committee members as the newsletter yielded no responses. Joline from Once is not enough said she is interested and would contact her peers to help find enough people. Gayle mentioned that she is also interested in being on the committee. Penny suggested that we have just an event committee instead of committees for every event.
- 8.0 NEW BUSINESS: STREETScape:** Suzanne mentioned that friends of hers were in town and mentioned how tired and rundown our downtown appears. We discussed the possibility of the BIA partnering with the Greenhaus or some other local business to make a brochure on planters and flowers with the same colour theme that the city has each year. Sharren will check in to this. We also talked about the need for new trees and benches downtown. James mentioned that we may be able to tap into the community gifting of trees and benches in memory of family members as the city has no spots left. Sharren will continue this discussion with James and the city.
- 8.1 A.G.M.: The BIA has not had an AGM for the past two years due to the COVID-19 pandemic. We discussed the options and are going to book the Community Centre for November 15 at 7:00 P.M. Penny and Sharren will meet to work on the report for the meeting. Sharren will advertise the event in the next newsletter.
- 8.2 HALLOWEEN: We will hold the downtown trick-or-treating on Saturday October 30th from 1:00-3:00 P.M. Sharren will find the old posters and contact the Health Unit for information as the time gets closer. This will also be noted in the newsletter and emails.
- 8.3 BUDGET: Sharren is in contact with Stephanie from the city about our budget and has requested the last three years of BIA budgets and the standing of our budget to date. When we get this information the board will hold a special budget meeting.
- 8.4 FUTURE DOWNTOWN TRAFFIC: Discussion added to 8.5
- 8.5 FESTIVAL OF LIGHTS AND CHRISTMAS: We are planning to go ahead with the Festival on the last Friday of November. Sharren will talk with the Village Noel committee to see what they are doing for an opening ceremony etc. Sharren is working on an Event Committee. Gayle will book in Santa. Sharren will contact the city re: tree lighting.
- 8.6 POTENTIAL SALE OF MARINA LANDS: James gave us an update.

- 8.7 BIA LOGO SELECTION: Andre showed us the various logo's he had come up with that match the cities colours and work re: printing costs. We chose our new logo. Motion moved by Suzanne and seconded by Gayle. Motion carried.
- 8.8 ELECTION OF CO-CHAIR: Motion to elect Gayle put forward by Penny. Gayle accepted. Motion moved by Jeff and seconded by Suzanne. Motion carried.
- 8.9 COVID-19 RECOVERY COORDINATOR REPORT: Andre gave us an update on the Patio Guide and his continuing work with Digital Mainstreet. He is now working on an accommodation guide. A photographer has been hired to create a digital data base for Fed Nor, the Chamber and the BIA. This is a \$1000.00 fund coming out of South Temiskaming Development Corporation for recovery projects.
- 9.0 ADJOURNMENT AND DATE OF NEXT MEETING: Motion to adjourn at 8:37 moved by Penny. Next meeting is October 18.



Minutes

October 4, 2021

Budget Meeting

7:00 P.M. Community Centre

Present: Penny Durrant, Jeff Laferriere, James Frank, Sharren Reil, Gayle McNaughton, André Brock, Suzanne Othmer,

Regrets: Christine Benn

1.0 CALL TO ORDER: 7:04p.m.

2.0 ROLL CALL: See above

3.0 APPROVAL OF AGENDA: No agenda

4.0 DISCLOSURE OF PECUNIARY INTEREST OF GENERAL NATURE:

None

5.0 2022 Budget:

Penny explained our budget process to our new members. After a discussion of our goals for the coming year, we decided that if the BIA levy was \$28,000. then it will go to \$33,000. and if it is \$33,000. it will go to \$38,000. It was decided that we will keep all the budget lines exactly the same for the coming year as 2021. Penny motioned to accept the proposed budget, seconded by Jeff. **Motion carried.**

6.0 ADJOURNMENT AND NEXT MEETING: Adjournment at 8:06 Motion to adjourn by Jeff.



MINUTES OF THE REGULAR MEETING OF THE BOARD

Held on Wednesday September 15, 2021 at 5:30 PM via Zoom Videoconference.

-
- Present:** Doug Jelly – Chair, Derek Mundle – Vice-Chair, Patricia Hewitt, Airianna Leveille, Ian MacPherson, Sharon Gadoury East, Clifford Fielder, Patrick Adams, Kelly Black, Chief Administrative Officer
- Staff:** Mark Stewart, Director of Client Services, Rachel Levis, Director of HR, Janice Loranger, Director of Finance, Helen Olsen, Program Assistant, Velma Stanger, Recorder, Michelle Caron, Recorder
- Guests:** Darlene Wroe, Speaker
- Absent:** Pat Kiely, Lynne Bernier, CS Manager

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

1.0 DISCLOSURE OF PECUNIARY INTEREST

Nil

2.0 PETITIONS AND DELEGATIONS

Nil

3.0 ACCEPTANCE/ADDITIONS TO THE AGENDA

Resolution #2021-71

Moved by Patrick Adams and seconded by Derek Mundle

THAT the agenda of the regular meeting of the Board held on September 15, 2021, be accepted as presented.

Carried.

4.0 ADOPTIONS OF PREVIOUS MINUTES August 18, 2021

Resolution #2021-72

Moved by Sharon Gadoury East and seconded by Clifford Fielder

THAT the minutes of the regular meeting of the Board held on August 18, 2021, be approved as presented.

Carried.

5.0 CORRESPONDENCE

Nil

6.0 BUSINESS ARISING FROM PREVIOUS MEETING

Nil

7.0 OTHER BUSINESS

7.1 Finance Q2 Quarterly Report

Janice Loranger presented this report to the Board for information.

7.2 General Insurance Renewal

Resolution #2021-73

Moved by Derek Mundle and seconded by Ian Macpherson

THAT the Board approve the renewal of our general insurance package with Frank Cowan Company at an approximate cost of \$120,777 plus applicable PST. This amount may change slightly due to additions or deletions to our ambulance fleet.

Carried.

7.3 North Office Renovations

Kelly Black presented this item to the Board for information.

7.4 Pandemic Update

Kelly Black presented this item to the Board for information.

7.5 CAO Update

Kelly Black presented this Item to the Board for Information

8.0 IN-CAMERA SESSION

Resolution #2021-74

Moved by Patricia Hewitt and seconded by Sharon Gadoury East

THAT the Board move into the In-Camera Session at 5:52 p.m..

Carried.

9.0 RETURN TO REGULAR MEETING

Resolution #2021-75

Moved by Derek Mundle and seconded by Airianna Leveille

THAT the Board resolve to rise from the in-camera session and reconvene with the regular meeting of the Board without report at 6:05 p.m..

10.0 ADJOURNMENT/ NEXT MEETING

Resolution #2021-77

Moved by Patrick Adams and seconded by Clifford Fielder

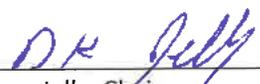
THAT the Board meeting be hereby adjourned at 6:06 p.m..

AND

THAT the next regular meeting of the Board be held on October 20, 2021 or at the call of the Chair.

Carried.

Minutes signed as approved by the Board:



Doug Jelly, Chair

2021

Date

Recorder: Michelle Caron

Temiskaming Shores Public Library Board

Meeting Minutes

Wednesday, September 22, 2021

7:00 p.m. via zoom

1. Call to Order

Meeting called to order by Chair Brigid Wilkinson at 7:00 p.m.

2. Roll Call

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

Regrets: 0

Absent: Patricia Hewitt

Members of the Public: 1

3. Adoption of the Agenda

Motion #2021-42

Moved by: Jeff Laferriere

Seconded by: Claire Hendrikx

Be it resolved that the Temiskaming Shores Public Library Board accepts the September 22, 2021 agenda as presented.

Carried.

4. Declaration of conflict of interest: None

5. Adoption of the Minutes

Motion #2021-43

Moved by: Jessica Cooper

Seconded by: Thomas McLean

Be it resolved that the Temiskaming Shores Public Library Board approves the minutes of the meeting held on Wednesday, June 23, 2021 as presented.

Carried.

6. Business arising from Minutes

None

7. Correspondence:

- a. From Logan Belanger: Process for Appointments/resignations of board
- b. From Joline Denis RE: thank you for May Ball bursary
- c. From Climate Action Timiskaming Committee
- d. To Climate Action Timiskaming Committee
- e. From Ontario Library Service: Vaccine Certificate System
- f. From Ontario Library Service: Proof of vaccine regulations.

8. Secretary–Treasurer’s Report

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

Library CEO's Report

September 14, 2021

Building: A one-year walk through of the building to identify deficiencies was completed on September 14, 2021. All items were minor and Mitchell-Jensen has said they will address the items they do not attribute to normal wear and tear.

French Book Club: The French Book Club has started up again and is meeting monthly via zoom.

Mobile Wifi Hotspot feedback: The wifi hotspots are still constantly out, with a waiting list for when they become available. Feedback from the survey forms indicates that people are still using them for work, school and people also took them to campsites and cottages with them. Feedback is that people are very appreciative of the program and hope the library will continue it.

Orange Shirt Day, September 30: We have a take away activity kit and buttons that kids can come in and make for Orange Shirt Day, and we will have displays of books in the library to support reading on Indigenous topics.

Park Pass program: The Park Pass program continued to be popular over the summer with the passes being checked out most weekends.

Scientist in School program: We had a lot of great feedback for the STEM workshops we ran through the Scientist in School program in July and August. Both programs were fully booked and everyone said they were run very well and the presenters were engaging and well educated on the topics.

Summer Student/staff technology training project: Henry Forget, our summer student to train staff and man the Maker Space, did an excellent job on both fronts. Cole McNaughton supervised the training sessions and Henry introduced all staff members on the equipment in the Maker Space and allowed them time to practice on the devices. He made up step by step instructions for staff members which we will convert to brochures and instruction sheets to be handed out to the public on request. In conversations with staff members, all of them felt it was very worthwhile to have the training and now feel much more confident to introduce patrons to the space. Henry and Cole also gave tours of the space to a number of patrons who came to see what we had available, and Cole is continuing to book tours and sessions with patrons who want something specific printed on the 3D printer or to learn to use other equipment.

Timiskaming Health Unit/Vaccine passport: The Timiskaming Health Unit contacted the library to inquire if people can print off their proof of vaccination at the library and if staff are able to help people who need assistance navigating to the website to download their proof of vaccination. In line with most other libraries in Ontario, we are allowing

patrons to print up to two copies of the proof of vaccine free of charge, and staff have made themselves familiar with the website in order to assist patrons if needed.

Finances and Statistics

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

Motion #2021-44

Moved by: Thomas McLean

Seconded by: Jeff Laferriere

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

Carried.

9. Committee Reports:

- a. FINANCE AND PROPERTY: Minutes of the September 9, 2021 meeting.
- b. PLANNING, POLICY, PERSONNEL AND PUBLICITY: Minutes of the September 8, 2021 meeting.
- c. Informal Minutes of the Northern College Partnership meeting of August 19, 2021.

10. New Business:

- a. 2022 Draft Budget. The Board approved the Draft 1 budget to be discussed with municipal administrative staff.
- b. Contracting Townships contracts. The Board Chair, CEO and City Manager will speak to each township at township meetings this fall.
- c. Non-Resident fee increase. Motion

Motion #2021-45

Moved by: Jessica Cooper

Seconded by: Jeff Laferriere

Be it resolved that the Temiskaming Shores Public Library Board accepts the Finance Committee's recommendation to increase the Non-Resident fee to \$120/year from \$100/year to coincide with the amount contributed to library services in 2021 by an average ratepayer in Temiskaming Shores, and updates the library's Fines and Fees Policy as needed, effective January 1, 2022.

Carried.

- d. Grand opening event—delay to spring.
- e. Update MOU with municipality—discussion. The Board will discuss the process more at the next meeting.

11. Plan, Policy review and By-law review:

- a. Facilities-10: Mandatory Mask Policy. Motion
- b. Access-1: Accessibility in the library policy. Motion
- c. Access-4: CASL policy. Motion

Motion #2021-46

Moved by: Jeff Laferriere

Seconded by: Claire Hendrikx

Be it resolved that the Temiskaming Shores Public Library Board accepts the library's policies:

Facilities-10 Mandatory Mask Policy
Access-1 Accessibility in the library Policy
Access-4 CASL (Anti spam) policy

as reviewed by the Board.

Carried.

12. Closed session

Motion #2021-47

Moved by: Jeff Laferriere

Seconded by: Thomas McLean

Be it resolved that the Temiskaming Shores Public Library Board goes into closed session at 8:10 p.m. in regards to identifiable individuals.

Carried.

Motion #2021-48

Moved by: Jeff Laferriere

Seconded by: Emily Kotalowski

Be it resolved that the Temiskaming Shores Public Library Board rises from closed session at 8:31 p.m. with report.

Carried.

Motion #2021-49

Moved by: Jessica Cooper

Seconded by: Emily Kotalowski

Be it resolved that the Temiskaming Shores Public Library Board adopts the following policy as presented: Policy Personnel-28: Employee COVID-19 vaccination policy.

Carried.

13. Adjournment

Adjournment by Claire, Jessica and Jeff at 8:32 p.m.

Chair –

Memo

To: Mayor and Council
From: Shelly Zubyck, Director of Corporate Services
Date: November 2, 2021
Subject: City Hall Holiday Hours
Attachments: N/A

Mayor and Council:

In accordance with the Collective Agreement with CUPE Local 5014, the vacation requests for the period of April 1st, 2021 to December 31st, 2021 have been submitted.

After review of staff's requests, it has been determined that the majority of the City Hall employees have requested December 29th, 30th, and 31st, as vacation days.

It is requested, with Council's approval, that City Hall be closed on December 29th to December 31st. All City Hall staff would have the option of using three days of their 2021 vacation entitlements or elect a day without pay for three days.

The hours of operation for City Hall would be as follows:

Friday, December 24 – Normal hours of operation
Saturday, December 25 – Closed
Sunday, December 26 – Closed
Monday, December 27 – Closed (Statuary Holiday)
Tuesday, December 28 – Closed (Statuary Holiday)
Wednesday, December 29 – Closed
Thursday, December 30 – Closed
Friday, December 31 – Closed

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Shelly Zubyck
Director of Corporate Services

Christopher W. Oslund
City Manager

Subject: Shared Building Services -
Temagami

Report No.: CS-044-2021

Agenda Date: November 2, 2021

Attachments

Appendix 01: Draft Agreement (**Please refer to Draft By-law No. 2021-165**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-044-2021; and
2. That Council directs staff to prepare the necessary by-law to enter into a shared services agreement with the Municipality of Temagami, for consideration at the November 2, 2021 Regular Council meeting.

Background

The Shared Services agreement between the City of Temiskaming Shores and the Municipality of Temagami expired on October 31st, 2021.

Analysis

The Municipality of Temagami has requested the use of the City's CBO for an additional period of one (1) year.

The Corporate Services Committee met on October 20th, 2021 and directed staff to prepare the necessary By-law for Council's consideration with an annual increase according to the Consumer Price Index. For 2021, CPI is 3.7%.

On October 20th, 2021, the Protection of Persons and Property Committee met and concurred with the Corporate Services Committee's direction.

Attached as Appendix 1 is the Draft Shared Services Agreement. Included in the agreement is the provision of the Municipality of Temagami naming the City as an additional insured for liability insurance purposes. In addition, at the time City employees are conducting work for Temagami, the employees will be covered under the Municipality of Temagami's Workplace Safety and Insurance Board Insurance.

Work will continue to be scheduled directly with the City’s CBO through Temagami’s Deputy Clerk. The work of the City of Temiskaming Shores will remain priority so that there is no burden or disruption in service provided to City’s taxpayers.

Over the duration of the contract, staff will monitor the time spent performing services for Temagami. Should both parties mutually agree, an extension of the agreement could be negotiated upon Council’s approval.

Financial / Staffing Implications

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

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

The City will receive \$52,000 plus applicable taxes for the duration of the contract – 1 year. This amount includes mileage costs incurred for the travel to and from Temagami from Temiskaming Shores. A vehicle will be provided by Temagami for use within their municipal boundaries. Water access in both the summer and the winter will be the responsibility of the Municipality of Temagami with a boat and snowmobile available for use.

Also included in the agreement is that should any court cases arise from situations such as order appeals, then all legal costs incurred will be the responsibility of the Municipality of Temagami.

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

Memo

To: Mayor and Council
From: Steve Burnett, Manager of Environmental Services
Date: November 2, 2021
Subject: Amendment to By-law No. 2021-095, an Agreement with Jade Equipment for the rental of Motor Graders
Attachments: Draft By-law (**Please refer to By-law No. 2021-166**)

Mayor and Council:

Council considered Administrative Report No. PW-015-2021 at the June 15, 2021 Regular Council meeting, resulting in the adoption of By-law No. 2021-095, being a by-law to enter into a Rental Agreement with Jade Equipment Company Ltd. for the short-term rental of one (1) Tandem Drive Motor Grader and two (2) 6-Wheel Drive Graders. The agreement permitted the short-term rental of one (1) Tandem Drive Motor Grader at a rate of \$5,200 per month, and two (2) 6-Wheel Drive Graders at a rate of \$5,800 per month (per unit), and associated delivery costs of \$1,400, per unit (one way), plus applicable taxes.

Attached hereto is the Equipment Rental Agreement from Jade Equipment Company Ltd. Total costs are the same; the primary purpose of the Equipment Rental Agreement is to outline the details of the equipment (such as the specific models of the graders, identification numbers, etc.) and the general terms and conditions of the rentals.

It is recommended that Council direct staff to prepare the necessary by-law to amend By-law No. 2021-095 "Rental Agreement with Jade Equipment Company Ltd.", for the addition of an Equipment Rental Agreement as Appendix 02 to Schedule A, for consideration at the November 2, 2021 Regular Council meeting.

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Steve Burnett
Manager of Environmental Services

Christopher W. Oslund
City Manager

Subject: Annual Landfill Monitoring and Reporting – Contract Extension

Report No.: PW-023-2021

Agenda Date: November 2, 2021

Attachments

Appendix 01: Extension Proposal – Wood

Appendix 02: Draft By-law Amendment (**Please refer to By-law No. 2021-167**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-023-2021; and
2. That Council directs Staff to prepare the necessary amendment to By-law No. 2013-054 to extend the current agreement with Wood (formerly Amec Foster Wheeler) for one year (2022), at a cost of \$67,364.00, plus applicable taxes, for consideration at the November 2, 2021 Regular Council meeting.

Background

In April of 2013, Council authorized a five-year agreement with Amec Environmental and Infrastructure (now Wood) to perform annual monitoring and reporting at both the Haileybury and New Liskeard Landfill Sites.

Additionally, in September of 2010 the City entered into a contractual agreement through By-law 2010-131 with Amec for work associated with the expansion of the New Liskeard Landfill which is currently on-going.

Council has approved many extensions to the original five-year agreement based on the fact that the same consultant is currently providing the city with the Landfill monitoring services as well as developing the monitoring plans for the Expansion of the New Liskeard Landfill.

The Current agreement with Wood expires in April of 2022.

Analysis

In April of 2021, the Environmental Compliance Approval (ECA) application for the Expansion of the New Liskeard Landfill was submitted to the Ministry. This ECA will govern how the expansion will be constructed and operated. Through communication with

the Ministry, it is anticipated that approval will be granted in February of 2022 with construction to begin shortly thereafter.

Monitoring of the existing landfill will be required under the current monitoring program for 2022. Therefore it is Staff's recommendation to extend the current agreement with Wood for a period of one year in the amount of \$ 67,364.00, plus applicable taxes.

It is Staff's intention that once the City receives the approved monitoring plan for the Expansion of the New Liskeard Landfill, a Request for Proposal will be released for the purpose of providing the required monitoring services for both Landfills.

This topic was discussed at the recent Public Works Committee Meeting held on October 20th resulting in the following recommendation:

Recommendation PW-2021-054

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee hereby supports the one-year extension of the agreement with Wood for the monitoring at the New Liskeard and Haileybury landfills.

CARRIED

Relevant Policy / Legislation / City By-Law

- By-law No 2013-054 – Agreement with Amec for Monitoring and Reporting at the Haileybury and New Liskeard Landfill Sites.
- By-law No. 2010-131 – Agreement with Amec for Work Associated with the Expansion of the New Liskeard Landfill.
- By-law No. 2017-117 – Agreement extension with Amec (Wood) for Monitoring and Reporting at the Haileybury and New Liskeard Landfill Sites.
- By-law No. 2019-168 – Agreement extension with Amec (Wood) for Monitoring and Reporting at the Haileybury and New Liskeard Landfill Sites.

Consultation / Communication

- Public Works Committee Meeting – October 20, 2021

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 associated with the 1-year extension will be included within the 2022 Solid Waste Operating Budget.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

Steve Burnett
Manager of Environmental Services

Christopher W. Oslund
City Manager

Wood Environment & Infrastructure Solutions, a division of Wood Canada Limited ('Wood') Terms and Conditions

1. COMPENSATION: Invoices will be submitted at least monthly for Services rendered. Terms of payment are net thirty (30) days from date of invoice. Payment will be made to Wood at the address specified on Wood's invoice. If CLIENT reasonably objects to all or any portion of an invoice, CLIENT shall notify Wood of that fact in writing within ten (10) days from the date of receipt of Wood's invoice, give reasons for the objection, and pay that portion of the invoice not reasonably in dispute. Failure of CLIENT to provide such written notice within the allowed ten (10) day period shall be deemed to be a waiver of all objections to that invoice.

2. STANDARD OF CARE: WOOD will perform the Scope of Services utilizing that degree of skill and care ordinarily exercised under similar conditions by reputable members of Wood's profession practicing in the same or similar locality at the time of performance. NO OTHER WARRANTY, GUARANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. INDEPENDENT CONTRACTOR: Wood shall be fully independent and shall not act, except as permitted herein, as an agent or employee of CLIENT. Wood shall be solely responsible for its employees and for their compensation, benefits, contributions, and taxes, if any. Unless otherwise agreed to in writing by Wood and CLIENT, neither party shall directly or indirectly solicit, hire or retain, or knowingly cause a third party to solicit, hire or retain, during the term of this Agreement and for a period of one (1) year after the date on which this Agreement terminates, any employee of the other party who works on the preparation of the Proposal or otherwise performs Services under or in connection with this Agreement. Nothing herein shall prevent either party from hiring any individual who responds to a general advertisement for services.

4. INSURANCE: Wood will maintain insurance for this Agreement in the following types and limits: (i) worker's compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL) (\$1,000,000 per occurrence / \$2,000,000 aggregate), and (iii) automobile liability insurance for bodily injury and property damage (\$1,000,000 CSL).

5. CHANGES: CLIENT may order changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Work beyond the scope of services or re-doing any part of the project through no fault of Wood, shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement. Should Wood encounter conditions which were (i) not reasonably anticipated, including, but not limited to, changes in applicable law, (ii) subsurface or otherwise concealed physical conditions that differ materially from those indicated in this Agreement or (iii) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character contemplated by this Agreement, Wood shall promptly provide notice to CLIENT. CLIENT shall promptly investigate such conditions. If, in Wood's reasonable opinion, the conditions cause an increase or decrease in Wood's cost of, or time required for, performance of any part of its Services, CLIENT shall issue a Change Order with an equitable adjustment in Wood's compensation, schedule, or both. In the event no Change Order is agreed to, Wood reserves the right to either (i) suspend its performance until a Change Order is agreed to or (ii) discontinue its performance and terminate this Agreement.

6. FORCE MAJEURE: Should performance of Services by Wood be affected by causes beyond its reasonable control, Wood will be granted a time extension and the parties will negotiate an equitable adjustment to the price, where appropriate, based upon the effect of the Force Majeure on performance by Wood.

7. CLIENT'S RESPONSIBILITIES: CLIENT agrees to provide Wood all available material, data, and information pertaining to the Services.

8. SITE ACCESS: CLIENT shall at its cost and at such times as may be required by Wood for the successful and timely completion of Services: (i) provide unimpeded and timely access to any site, including third party sites if required (ii) provide an adequate area for Wood's site office facilities, equipment storage, and employee parking; (iii) furnish all construction utilities and utilities releases necessary for the Services; (iv) provide the locations of all subsurface structures, including piping, tanks, cables, and utilities; (v) approve all locations for digging and drilling operations; and (vi) obtain all permits and licenses which are necessary and required to be taken out in CLIENT's name for the Services. Wood will not be liable for damage or injury arising from damage to subsurface structures that are not called to its attention and correctly shown on the plans furnished to Wood in connection with its work.

9. WARRANTY OF TITLE, WASTE OWNERSHIP: CLIENT has and shall retain all responsibility and liability for the environmental conditions on the site. Title and risk of loss with respect to all materials shall remain with CLIENT. At no time will Wood assume possession or title, constructive or express, to any such materials, including samples and wastes.

10. LIMITATION OF LIABILITY:

CLIENT's sole and exclusive remedy for any alleged breach of Wood's standard of care hereunder shall be to require Wood to re-perform any defective Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF WOOD TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENCE ACT(S), ERROR(S) OR OMISSION(S) OF WOOD IN PERFORMING SERVICES, SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS (\$50,000) OR THE TOTAL FEES ACTUALLY PAID TO WOOD BY CLIENT UNDER THE AGREEMENT WITHIN THE PRIOR ONE (1) YEAR PERIOD, WHICHEVER IS LESS ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST WOOD OTHER THAN THOSE DESCRIBED IN THE PRECEDING SENTENCE, AND (II) ANY LIABILITY OF WOOD IN EXCESS OF THE LIMITATION.

In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, Wood would not have performed the Services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of professional liability insurance carried by Wood, (iv) the Limitation is merely a limitation of, and not an exculpation from, Wood's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless Wood, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to Wood performing the Services in accordance with the Standard of Care.

Wood and CLIENT shall each waive any right to recover from the other party for any special, incidental, indirect, or consequential damages (including lost profits and loss of use) incurred by either Wood or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

CLIENT agrees that the damages for which Wood shall be liable are limited to that proportion of such damages which is attributable to Wood's percentage of fault subject to the other limitations herein. **11. INDEMNITY.** CLIENT agrees to defend, indemnify, protect and hold harmless Wood and its officers, employees and agents from any and all claims, liabilities, damages or expenses, including but not limited to delay of the project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly, to any party, as a result of the services provided by Wood under this Agreement, unless such injury or loss is caused by the sole negligence of Wood. **12. ASSIGNMENT AND SUBCONTRACTING:** Neither party shall assign its interest in this Agreement without the written consent of the other.

13. COST ESTIMATES: If included in the Services, Wood will provide cost estimates based upon Wood's experience on similar projects, which are not intended for use by CLIENT or any other party in developing firm budgets or financial models, or in making investment decisions. Such cost estimates represent only Wood's judgment as a professional and, if furnished, are only for CLIENT's general guidance and are not guaranteed as to accuracy.

14. TERMINATION: Either party may terminate this Agreement at any time by providing not less than ten (10) days advance written notice to the other party. In the event of a termination, CLIENT shall pay for all reasonable charges for work performed and demobilization by Wood to date of notice of termination. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.

15. GOVERNING LAWS/LANGUAGE: This Agreement shall be governed and construed in accordance with the laws of the province of the Wood office entering into this Agreement. All communications relating to or arising out of this Agreement shall be in the English language.

16. FIELD REPRESENTATION: The Services do not include supervision or direction of the means, methods or actual work of other consultants, contractors and subcontractors not retained by Wood. The presence of Wood's representative will not relieve any such other party from its responsibility to perform its work and services in accordance with its contractual and legal obligations and in conformity with the plans and specifications for the project. CLIENT agrees that each such other party will be solely responsible for its working conditions and safety on the site. Wood's monitoring of the procedures of any such other party is not intended to include a review of the adequacy of its safety measures. It is agreed that Wood is not responsible for safety or security at a site, other than for Wood's employees, and that Wood does not have the contractual duty or legal right to stop the work of others. **17. DISPUTES:** Any dispute arising hereunder shall first be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each party performing this Agreement, 2) by executive management of each party, 3) by mediation, or 4) through the court system of the province of the Wood office that is entering into this Agreement. CLIENT hereby waives the right to trial by jury for any disputes arising out of this Agreement. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

18. EXCLUSIVE USE. Services provided under this Agreement, including all reports, information or recommendations prepared or issued by Wood, are for the exclusive use of the CLIENT for the project specified. No other use is authorized under this Agreement. CLIENT will not distribute or convey Wood's reports or recommendations to any person or organization other than those identified in the project description without Wood's written authorization. CLIENT releases Wood from liability and agrees to defend, indemnify, protect and hold harmless Wood from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized distribution. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by Wood under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with Wood. **19. ENTIRE AGREEMENT:** The terms and conditions set forth herein constitute the entire understanding and agreement of Wood and CLIENT with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. Should CLIENT utilize its purchase order or any other form to procure services, CLIENT acknowledges and agrees that its use of such purchase order or other form is solely for administrative purposes and in no event shall Wood be bound to any terms and conditions on such

Subject: OCWA Agreement

Report No.: PW-024-2021

Agenda Date: November 2, 2021

Attachments

Appendix 01: OCWA Agreement (**Please refer to By-law No. 2021-168**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-024-2021; and
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with the Ontario Clean Water Agency (OCWA) for a 5-year term to provide the operation and maintenance services for the City's water and wastewater treatment facilities, for consideration at the November 2, 2021 Regular Council meeting.

Background

The Ontario Clean Water Agency has been involved in the operation and maintenance of the City's water and wastewater facilities, through contractual agreements, since amalgamation. OCWA also operated and maintained the treatment facilities in the former town of Haileybury for many years. At the Regular Council Meeting held on September 6, 2016, the City entered into the most recent five (5) year contractual agreement with OCWA through By-law No. 2016-150. This contract expires on December 31, 2021.

At the Regular Council Meeting held on March 2, 2021, through Resolution No. 2021-103, Council directed staff to enter into negotiations with OCWA for an additional five (5)-year term, for the operation, maintenance and management of the City's water and wastewater treatment facilities within the City of Temiskaming Shores.

Since that time, staff have met with OCWA to discuss a new agreement.

Analysis

As noted above, staff entered into negotiations with OCWA and have met on many occasions resulting in mutually agreeing upon terms and conditions for a proposed new service agreement to be presented to Council.

The majority of the terms and conditions remain the same with a few exceptions that are highlighted below:

1. Inclusion of a 2% inflationary adjustment starting in year 2 – the previous agreement incorporated a Consumer Price Index adjustment. Staff agreed.
2. Addition of \$ 57,100 to the base price for laboratory fees with a year-end reconciliation of actual costs – the previous agreement saw laboratory fees as a flow through and billed to the City on a quarterly basis. Staff agreed.
3. Addition of an 8% service fee for chemical purchases – the previous agreement saw chemical fees as a flow through and billed to the City on a quarterly basis. Utilizing a 3-year average of previous chemical costs, this would reflect an overall increase of approximately \$ 16,166 or 2.23%. Staff suggested that should OCWA require the 8% service fee for chemical purchases an adjustment to the base line price would be required to reflect the increase. OCWA agreed.

As a result, OCWA reduced the base line price by \$ 21,800 to account for the 8% chemical service fees. Not including the \$ 57,100 for laboratory fees as this will be reconciled at year end, this equates to an overall increase for year one of \$ 10,369 or 1.43%.

This topic was recently discussed at the Public Works Committee Meeting held on October 20, 2021 resulting in the following recommendation:

Recommendation PW-2021-055

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee hereby recommends that Council consider entering into a 5-year agreement with Ontario Clean Water Agency (OCWA).

CARRIED

Therefore, it is staff's recommendation that Council approves entering into an agreement with the Ontario Clean Water Agency (OCWA) for a 5-year term to provide the operation and maintenance services for the City's water and wastewater treatment facilities.

Relevant Policy / Legislation / City By-Law

- Current OCWA Agreement – By-law No. 2016-150

Consultation / Communication

- Public Works Committee Meeting – October 20,2021

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 costs associated with this agreement will be included in future operating budget years.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

Steve Burnett
Manager of Environmental Services

Christopher W. Oslund
City Manager

Subject: Recreation Department Fee
Update 2022-2024

Report No.: RS-018-2021
Agenda Date: November 2, 2021

Attachments

1. Appendix 01 – Recreation Department User Fees 2019-2021
2. Appendix 02 – Proposed Recreation Department User Fees 2022-2024
3. Appendix 03 – Draft By-law (**Please refer to By-law No. 2021-169**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-018-2021; And
2. That Council directs staff to amend By-law No. 2012-039 (Departmental User Fees) to update Recreational Fees for 2022 to 2024 for consideration at the November 2, 2021 Regular Council meeting.

Background

The City of Temiskaming Shores last updated fees for Recreation facilities and programs in January 2019. Fees were set at that time until the end of 2021 necessitating the update of fees by January 1, 2022.

City staff have considered how fees have been utilized by members of the public and areas where they are lacking or could improve efficiencies.

Staff have also considered the impact that Non-Resident User Fees have in relation to the subsidy provided by taxpayers to the operation of the Recreation Department.

With the COVID-19 pandemic causing large disruptions in the operation of sport and recreation facilities, adequate financial information is not available to accurately calculate current subsidy levels for facilities. The last complete set of financial information used for analysis was from Jan 1, 2019 to Dec 31, 2019.

Current fees were thoroughly reviewed by city staff. Staff also compiled fees from Elliot Lake, Kirkland Lake, Cochrane and Kapuskasing to provide similar comparisons and to ensure that fees were adequately benchmarked.

Staff compiled the proposed fees for the department after thorough review and they were brought them forward to the Recreation Committee for consideration at their regular

meeting on September 13, 2021. Upon review, the committee passed the following recommendation:

Recommendation RS-2021-031

Moved by: Robert Ritchie

Be it resolved that:

The Recreation Committee hereby acknowledges receipt of the 2022-2024 Recreation User fees and further recommends soliciting input from the public.

CARRIED

Recreation staff sent correspondence to regular facility users such as the Northern Loons swim team, New Liskeard Figure Skating Club, Rhinos Hockey Camp and PFC members requesting their input on the proposed fee changes. The compiled responses along with some minor revisions to the proposed fees were brought back to the Recreation Committee for consideration at their regular meeting of October 18, 2021. The committee subsequently passed the following recommendation:

Recommendation RS-2021-038

Moved by: Chuck Durrant

Be it resolved that:

The Recreation Committee hereby supports and recommends that Council approve the 2022-2024 Recreation Fee Schedule as presented.

CARRIED

Analysis

Proposed fees have, in general, been increased to match inflationary increases and are set to follow estimated inflation of 2% per year over the next three years. Some fees have seen increases of 5% to account for the previous 3 years of flat fees such as those at the PFC and at Bucke Park.

Staff have also removed a number of fees which were either not utilized, under-utilized or were redundant.

Staff completed a thorough update of membership fees at the PFC as well as an internal benchmarking for membership fees. Previously, fees did not follow a typical discount schedule from one length of time to the next. For example, a 3-month fee for one type of membership may have been 1.5 times the 1-month fee while a different membership type was 2.5 times between the 1-month and 3-month fee. The standardization has been set

at a discount of 17% between fees. Most 3-month memberships are therefore now discounted at 17% from a 1-month membership and 1-year memberships are discounted 17% from 3-month memberships. Some fees required a steeper discount to mitigate the difference from the 2021 fee to the proposed 2022 fee. These can be slowly corrected in time.

Fees between membership categories will now also follow this same discount percentage. For example, the proposed 1-month fitness membership for a senior is 17% less than a 1-month membership fee for an adult fitness membership.

Since there are a large number of fees at the PFC, it is proposed to increase fees every two years. This minimizes the amount of staff time required to update systems with fee changes. PFC fees are therefore proposed to be the same in 2022 and 2023 before increasing by 4% for 2024 to account for inflation over those two years.

Arenas

The fee structure for arenas is proposed to change significantly. It is proposed to move away from Youth/Adult/Commercial categories to Non-Profit Youth/Prime Time/Non-Prime categories. The reason for this change is to remove the ambiguity of what constitutes a commercial rental or youth rental and to standardize our fee categories to the industry standard. There have been numerous times where rentals have been charged at the youth rate when they were used for a commercial purpose and we regularly charge renters the youth rate even if a rental includes a mixture of adult and youth skaters. This change eliminates these issues while still allowing a subsidized rate for youth sport organizations such as the TSMHA, HFSC, etc. It has the additional benefit of increasing the average rate paid for icetime purchased in the summer months when our costs of operation are the highest. This change affects a small number of rental hours which have been charged the youth rate and will now be charged the Prime-Time rate, estimated to be 25 rented hours per year. Fees are set to increase by 2% each year and will now be charged based upon calendar year whereas they were previously based upon the ice season.

Ball Fields

Ball fields have had their rate increase from \$30 per game to \$35 per game. This is to account for our increased level of service for ball groups compared to other municipalities including lining fields and placing bases. It also accounts for the above inflation increases in electricity pricing.

Halls and Event Spaces

Halls and event spaces have had their proposed fees increased by 5% as they have been frozen for the previous 3 years. It is also proposed that weekly pricing be offered and that 3-hour rentals be allowed for any purpose not just for meetings.

Bucke Park

Bucke Park fees are proposed to increase by 5% next year with a yearly 2% increase each following year. Fees at Bucke Park have not changed in 3 years.

Marinas

As with Bucke Park, our Marina fees have not changed in 3 years. Therefore, staff are proposing that fees increase by 5% for 2022 and increase thereafter by 2% each year. A new flat rate monthly fee is being proposed which will allow us to move away from the current per-foot monthly fee. This current fee is confusing for boaters and staff alike. A new monthly rate for personal watercraft is proposed as no such fee currently exists.

Waterfront Pool and Fitness Centre

As mentioned previously, staff are proposing to more closely standardize fees throughout the PFC, especially with memberships. Staff are also proposing the elimination of a number of fees including all squash memberships and admission pricing (to be included in fitness memberships/admissions), elimination of all 6-month membership options and the removal of the family rate for swimming lessons. These fees were seldom used and allow for some streamlining of the fees/services offered. Fees have almost all been increased by 5% with some exceptions for a handful of fees. It is proposed that these fees will be in place for two years and then increase by 4% in 2024.

Non-Resident User Fees

Non-resident user fees are an important tool for the municipality to capture additional fees from those who do not contribute through taxation to the operations of city managed recreational amenities. Staff have calculated the total department recovery rate at approximately 29% which means that taxation accounts for 71% of the total expenditures for recreation (2019 figures).

Calculations on a per household basis (2019 recreation department revenues and expenses and 2016 census figures) put the per household subsidy for recreation at \$303.82.

Currently, NRUFs are set at the following:

- Municipal Arenas \$125 per family
- Municipal Marinas \$200 per slip
- City Hosted Programs and Activities 25% Surcharge on Regular Fee
- Northern Loons Swim Club \$125 per family
- Tri Town Soccer 25% of Registration

As the per family fee is currently set at \$125, it is proposed to raise this fee by \$25 each year for the next three years to bring it to \$200. It would then be reviewed along with all other department fees before 2025. Staff are also proposing to increase the surcharge percentage from 25% to 30% in 2024 to coincide with the other fee changes at the PFC to take place that year.

This change will bring the NRUF closer in line to what those within the City of Temiskaming Shores provide on a per household basis.

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 proposed fees will help ensure that city revenues tied to recreation will follow any inflationary increases during the same time period. Some of the proposed changes also have the benefit of increasing staff efficiency. Lastly, by setting fees for the three-year time period we provide some cost certainty to user groups who can adequately plan their programs and activities over the same time period.

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

Recreation Fees
(plus applicable HST)

Recreation Services				
Haileybury / New Liskeard Arena Hourly Ice Rates				
Category	Season			
	2017-18	2018-19	2019-20	2020-21
Youth	\$ 94.00	\$ 96.00	\$ 98.00	\$ 99.00
Adult	\$ 130.00	\$ 133.00	\$ 135.00	\$ 138.00
Cubs (Midget "AAA")	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00
College	\$ 110.00	\$ 112.00	\$ 114.00	\$ 116.00
Pick-up/Person	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
Ball Hockey/Lacrosse	\$ 36.00	\$ 37.00	\$ 38.00	\$ 39.00
School	\$ 46.00	\$ 47.00	\$ 48.00	\$ 49.00
Commercial	\$ 138.00	\$ 141.00	\$ 144.00	\$ 147.00

Note: If ice is still in, an additional \$500 is charged for floor. - All floor surface rentals include rental of the arena hall but does not include tables and chairs.

Minor Sports Program	
Minor Sport	Registration Fee
Minor Ball	\$ 40.00 annually
Non-Resident User Fee 25% of the Registration Fee	

Non-resident Fees	
Category	Fee
For non-residents participating in programs offered by Temiskaming Shores Minor Hockey Association, New Liskeard Figure Skating Club, Haileybury Figure Skating Club, New Liskeard Cubs and New Liskeard Lions Midget Hockey Club	\$ 125.00/child Maximum of \$250

Ball Fields				
Category	New Liskeard / Haileybury / Dymond			
	2017-18	2018-19	2019-20	2020-21
Per Game / Team	\$ 24.00	\$ 26.00	\$ 28.00	\$ 30.00
Tournament / Day	\$ 105.00	\$ 110.00	\$ 115.00	\$ 120.00
Minor Ball / Game	\$ 18.00	\$ 20.00	\$ 22.00	\$ 24.00

Soccer Fields				
Category	New Liskeard / Haileybury / Dymond			
	2017-18	2018-19	2019-20	2020-21
Per Game / Practice	\$ 18.00	\$ 20.00	\$ 22.00	\$ 24.00
Non-Resident User Fee of 25% of the Registration Fee				

Hall Rental Fees

New Liskeard Riverside Place: 55 Riverside Drive				
Category	2018	2019	2020	2021
Private Rental *	\$ 479.00	\$ 480.00	\$ 480.00	\$ 480.00
Second Day Rental	\$ 240.00	\$ 240.00	\$ 240.00	\$ 240.00
Not-for-Profit	\$ 240.00	\$ 240.00	\$ 240.00	\$ 240.00
Meetings under 3 hours	\$ 124.00	\$ 75.00	\$ 75.00	\$ 75.00
Youth Sports	No charge based on availability			

***Note:**

\$200.00 damage/cleaning deposit is required for all hall rentals over 3 hours.

Teen Dances will not be booked in municipal halls on the same night of a teen dance at either of the two high schools; and, only one teen dance per night to be booked in municipal facilities. A police Officer must be in attendance at all teen dances. Long range bookings of teen dances are not allowed.

Details of Hall

Seating Capacity	Chairs Only 375 Banquet & Dance 270
Size of Hall	75' x 37'
Tables (available in hall)	38 tables - 6' x 23 7/8" (rectangular)
	25 - 5' round tables (seats 8)
Chairs	227 Black
Dishes	Available to rent
Screen	Available to rent

New Liskeard Community Hall: 90 Whitewood Avenue

Category	2018	2019	2020	2021
Private Rental *	\$ 391.00	\$ 390.00	\$ 390.00	\$ 390.00
Second Day Rental	\$ 196.00	\$ 196.00	\$ 196.00	\$ 196.00
Not-for-Profit	\$ 196.00	\$ 196.00	\$ 196.00	\$ 196.00
Meetings under 3 hours	\$ 124.00	\$ 75.00	\$ 75.00	\$ 75.00

Youth Sports	No charge based on availability
<p>*Note: \$200.00 damage/cleaning deposit is required for all hall rentals over 3 hours. Teen Dances will not be booked in municipal halls on the same night of a teen dance at either of the two high schools; and, only one teen dance per night to be booked in municipal facilities. A police Officer must be in attendance at all teen dances. Long range bookings of teen dances are not allowed.</p>	
Details of Hall	
Seating Capacity	Chairs Only 500 Banquet & Dance 278
Size of Hall	45' x 65'
Available Chairs	102
Available Tables	25 rectangular
Stage	Large stage in hall
Dishes	Not available

Dymond Community Hall: 181 Drive-in Theatre Road				
Category	2018	2019	2020	2021
Private Rental *	\$ 237.00	\$ 240.00	\$ 240.00	\$ 240.00
Second Day Rental	\$ 119.00	\$ 120.00	\$ 120.00	\$ 120.00
Not-for-Profit	\$ 119.00	\$ 120.00	\$ 120.00	\$ 120.00
Meetings under 3 hours		\$ 50.00	\$ 50.00	\$ 50.00
Youth Sports	No charge based on availability			

<p>*Note: \$200.00 damage/cleaning deposit is required for all hall rentals over 3 hours. No charge for Dymond Fire Department, Recreation, Community and Police Board.</p>	
Details of Hall	
Seating Capacity	175
Size of Hall	42' x 63'
Tables	29 - 6' x 34"
Chairs	175 - Orange and brown plastic
Stage (in hall)	In corner of hall – 2' x 6' x 2' diagonal

Haileybury Arena Hall: 400 Ferguson Avenue				
Category	2018	2019	2020	2021

Private Rental (includes bar & kitchen)	\$ 335.00	\$ 335.00	\$ 335.00	\$ 335.00
Second Day Rental	\$ 168.00	\$ 168.00	\$ 168.00	\$ 168.00
Not-for-Profit (i.e. Service Clubs)	\$ 168.00	\$ 170.00	\$ 170.00	\$ 170.00
Meetings under 3 hours	\$ 124.00	\$ 75.00	\$ 75.00	\$ 75.00
Youth Sports	No charge based on availability			

***Note:**

\$200.00 damage/cleaning deposit is required for all hall rentals over 3 hours.

Teen Dances will not be booked in municipal halls on the same night of a teen dance at either of the two high schools; and, only one teen dance per night to be booked in municipal facilities. A police Officer must be in attendance at all teen dances. Long range bookings of teen dances are not allowed.

Details of Hall

Seating Capacity(alcohol)	270
Seating Capacity - dining	231
Seating Capacity Dining & Dancing	190
Tables	17 – 8' rectangular tables 25 – 5' round tables
Chairs	200
Dishes	Not available

Harbour Front Rental: 451 Farr Drive

Category	2018	2019	2020	2021
Per Hour	\$ 24.00	\$ 26.00	\$ 28.00	\$ 30.00
Per Day	\$ 124.00	\$ 130.00	\$ 140.00	\$ 150.00
Not-for-Profit (Daily)	\$ 62.00	\$ 65.00	\$ 70.00	\$ 75.00

Capacity

Standing Space	902
Dining or alcohol	328

Details

Small kitchen with fridge	No stove
40 Chairs Available	

Haileybury Lion's Den: 400 Ferguson Avenue

Category	2018	2019	2020	2021
Per Hour	\$ 26.00	\$ 26.00	\$ 26.00	\$ 26.00
Per Day	\$ 124.00	\$ 124.00	\$ 124.00	\$ 124.00

Not-for-Profit (Daily)	\$ 62.00	\$ 65.00	\$ 70.00	\$ 75.00
Capacity				
Seating Capacity (dining/alcohol/seating)	80			
Tables				
Chairs	24 yellow and 36 red			
Size of Hall	42' x 25'			

Bucke Park				
		2019	2020	2021
Tent Rates	Daily	\$ 25.00	\$ 25.00	\$ 25.00
	Weekly	\$ 155.00	\$ 155.00	\$ 155.00
	Monthly	\$ 465.00	\$ 465.00	\$ 465.00
Trailer Rates	Daily	\$ 50.00	\$ 50.00	\$ 50.00
	Weekly	\$ 245.00	\$ 245.00	\$ 245.00
	Monthly	\$ 675.00	\$ 675.00	\$ 675.00
	Seasonal	\$ 1,950.00	\$ 1,950.00	\$ 1,950.00
Docking Fees	Daily	\$ 15.00	\$ 15.00	\$ 15.00
	Weekly	\$ 80.00	\$ 80.00	\$ 80.00
	Monthly	\$ 155.00	\$ 155.00	\$ 155.00
	Seasonal	\$ 285.00	\$ 285.00	\$ 285.00

Note: Air Conditioner and Winter Storage Fees are incorporated into fees.

Municipal Marinas – all fees plus applicable taxes			
	2019	2020	2021
Seasonal (per foot)	\$ 33.00	\$ 33.00	\$ 33.00
More than 1 slip/boat using two slips (per foot)	\$ 36.00	\$ 36.00	\$ 36.00
Monthly – includes 15% Admin Fee (per foot)	\$ 42.00	\$ 42.00	\$ 42.00
Seasonal Rate for Personal Water Craft (i.e. sea doo)	\$ 170.00	\$ 170.00	\$ 170.00
Hydro (seasonal)	\$ 165.00	\$ 165.00	\$ 165.00
Key	N/A	N/A	N/A
Winter Boat Storage on Municipal Property	\$ 255.00	\$ 255.00	\$ 255.00
Transient (per night)	\$ 28.00	\$ 28.00	\$ 28.00
Non-Resident Additional Fee of \$200 per Vessel			

Waterfront Pool and Fitness Centre: 77 Wellington Street			
Rates per Visits			
Facility	Adult	Youth / Senior/Student	Family

Pool	\$ 4.43	\$ 3.54	
Fitness Rooms	\$ 6.64	\$ 5.75	N/A
Squash	\$ 5.31	\$ 4.43	N/A
Squash racquet rental		\$ 3.10	
Book of 5 passes for all three (3) facilities	\$ 29.20	\$ 24.78	N/A
Book of 5 passes for Gym	\$ 23.89	\$ 19.47	N/A
Book of 5 passes for Pool	\$ 17.70	\$ 13.27	N/A
Book of 5 passes for Squash	\$ 22.12	\$ 17.70	N/A
Arthritic Program	\$ 3.32		
Aquafit	\$ 5.75		
Private Swim Lesson	\$ 21.00		
CP Program	\$ 4.20		
Membership Rates			
Fitness	Adult	Youth / Student / Senior	Family
1 month	\$ 53.10	\$ 44.25	\$ 134.29
3 months	\$ 138.50	\$ 110.84	\$ 350.31
6 months	\$ 247.70	\$ 196.02	\$ 619.78
1 year	\$ 439.43	\$ 280.31	\$ 1,111.37
Squash			
1 month	\$ 47.79	\$ 37.17	\$ 122.57
3 months	\$ 124.65	\$ 97.35	\$ 319.74
6 months	\$ 220.58	\$ 171.55	\$ 565.71
1 year	\$ 395.49	\$ 261.07	\$ 1,014.34
Pool			
1 month	\$ 39.38	\$ 35.40	\$ 84.07
3 months	\$ 102.65	\$ 75.22	\$ 219.29
6 months	\$ 181.73	\$ 132.74	\$ 388.02
1 year	\$ 325.89	\$ 196.24	\$ 695.75
Full			
1 month	\$ 84.07	\$ 58.85	\$ 233.63
3 months	\$ 219.19	\$ 153.54	\$ 609.47
6 months	\$ 388.02	\$ 271.68	\$ 1,078.27
1 year	\$ 695.75	\$ 486.73	\$ 1,933.48
Gym/Squash			
1 month	\$ 75.66	\$ 53.10	\$ 220.35
3 months	\$ 197.34	\$ 138.50	\$ 574.82
6 months	\$ 349.20	\$ 245.04	\$ 1,017.03

1 year	\$ 626.19	\$ 439.42	\$ 1,823.63		
Pool Parties			2019	2020	2021
Option No. 1 Private pool with slide. Pool rental available for 100 people.			\$ 148.00	\$ 151.00	\$ 154.00
Option No. 2 12 people in the pool - open Swim and one hour lounge rental.			\$ 84.29	\$ 86.00	\$ 88.00
1 hour of pool rental without the slide			\$ 105.00	\$ 108.00	\$ 110.00
1 hour of pool rental with the slide			\$ 150.00	\$ 153.00	\$ 158.00
1 hour of pool rental for use by Temiskaming Board of Education			50% of Regular Rate		
Waterfront Pool & Fitness Centre: 77 Wellington Street					
Rental of Lounge					
		2019	2020	2021	
1 hour		\$ 50.00	\$ 50.00	\$ 50.00	
2 hours		\$ 88.00	\$ 88.00	\$ 88.00	
3 hours		\$ 132.00	\$ 132.00	\$ 132.00	
Full Day		\$ 192.00	\$ 192.00	\$ 192.00	
1 hour Fitness Class		\$ 22.00	\$ 24.00	\$ 26.00	
Non-Profit Rate / Hour		50% of Regular Rate			
Aquatic Programs					
Program					
Aquafitness – 8 Classes			\$ 29.20		
Aquafitness – 16 Classes			\$ 56.42		
Aquafitness – 24 Classes			\$ 82.74		
Aquafitness – drop-in rate			\$ 5.75		
Arthritic Program (Physician approval required)			\$ 3.32		
Swimming Lessons ½ hour class (9 classes)			\$ 48.60		
Swimming Lessons 1 hour Class (9 classes)			\$ 72.50		
Family Rate (9 classes)			\$ 121.00		
Family Rate with 1 in 1 hour class (9 classes)			\$ 156.50		
Swimming Lessons ½ hour class (10 classes)			\$ 54.00		
Swimming Lessons 1 hour Class (10 classes)			\$ 80.50		
Family Rate (10 classes)			\$ 134.50		
Family Rate with 1 in 1 hour class (10 classes)			\$ 174.00		
Swimming Lessons (Private) / Rate per lesson			\$ 21.00		
Rookie (9 classes)			\$ 72.50		
Ranger (9 classes)			\$ 72.50		
Star (9 classes)			\$ 72.50		
Bronze Star (9 classes)			\$ 72.25		

Rookie (10 classes)	\$ 80.50
Ranger (10 classes)	\$ 80.50
Star (10 classes)	\$ 80.50
Bronze Star (10 classes)	\$ 80.50
Bronze Cross	\$ 125.00
Bronze Cross with Standard First Aid	\$ 140.00
National Lifeguard Course	\$ 240.00
National Lifeguard Recertification	\$ 60.00
Lifesaving Swim Instructors	\$ 200.00
Lifesaving Instructors	\$ 124.25
Standard First Aid	\$ 110.00
Junior Lifeguard Club	\$ 107.50
Adult Swim Classes	\$ 80.50
Cardiopulmonary Fitness Classes	
Per class	\$ 4.20
8 classes	\$ 33.63
16 classes	\$ 67.26
24 classes	\$ 100.89
Arthritic Program	
Per class	\$ 3.32
8 classes	\$ 26.55
16 classes	\$ 53.10
24 classes	\$ 79.65

Recreation Department Fees

Prices plus HST (where applicable)

Arenas

Haileybury / New Liskeard Arena Hourly Ice Rates			
Category	Season		
	2022	2023	2024
Non-Profit – Youth	\$ 100.00	\$ 102.00	\$ 104.04
Prime Time Ice	\$ 140.00	\$ 142.80	\$ 145.66
Non-Prime Ice (11pm to 8am, excluding holidays & weekends)	\$ 82.00	\$ 83.64	\$ 85.31
New Liskeard Cubs U18	\$ 112.00	\$ 114.24	\$ 116.52
School	\$ 70.00	\$ 71.40	\$ 72.83
Floor – Per Hour	\$ 45.00	\$ 45.90	\$ 46.82

Outdoor Facilities and Sport Programs

Minor Sports Program	
Minor Sport	Registration Fee
Minor Ball	\$ 50.00 annually

Ball Fields			
Category	New Liskeard / Haileybury / Dymond		
	2022	2023	2024
Per Game / Practice	\$ 35.00	\$ 35.70	\$ 36.41
Tournament / Day	\$ 130.00	\$ 132.60	\$ 135.25
Minor Ball / Game	\$ 28.00	\$ 28.56	\$ 29.13

Soccer Fields			
Category	New Liskeard / Haileybury / Dymond		
	2022	2023	2024
Per Game / Practice	\$ 30.00	\$ 30.60	\$ 31.21

Tennis Courts			
Category	2022	2023	2024
Daily Rental	\$ 20.00	\$ 20.40	\$ 20.81

Municipal Halls and Event Spaces

New Liskeard Riverside Place: 55 Riverside Drive			
Category	2022	2023	2024
Private Rental *	\$ 505.00	\$ 515.10	\$ 525.40
Second Day Rental	\$ 255.00	\$ 260.10	\$ 265.30
Not-for-Profit Daily Rental	\$ 255.00	\$ 260.10	\$ 265.30
Private Weekly Rental (M-F)	\$ 1,262.50	\$ 1,287.75	\$1,313.51
Non-Profit Weekly Rental (M-F)	\$ 637.50	\$ 650.25	\$ 663.26
3 Hour Rental	\$ 75.00	\$ 76.50	\$ 78.03
*Note:			
\$200.00 damage/cleaning deposit is required for all hall rentals over 3 hours.			
Details of Hall			
Seating Capacity	Chairs Only	375	
	Banquet & Dance	270	
Size of Hall	75' x 37'		
Tables (available in hall)	38 tables - 6' x 23 7/8" (rectangular)		
	25 – 5' round tables (seats 8)		
Chairs	227 Dark blue		
Dishes	Available to rent		
Screen	Available to rent		

New Liskeard Community Hall: 90 Whitewood Avenue			
Category	2022	2023	2024
Private Rental *	\$ 409.50	\$ 417.69	\$ 426.04
Second Day Rental	\$ 205.00	\$ 209.10	\$ 213.28
Not-for-Profit Daily Rental	\$ 205.00	\$ 209.10	\$ 213.28
Private Weekly Rental (M-F)	\$ 1,023.75	\$ 1,044.23	\$1,065.11
Non-Profit Weekly Rental (M-F)	\$ 512.50	\$ 522.75	\$ 533.21
3 Hour Rental	\$ 75.00	\$ 76.50	\$ 78.03
*Note:			
\$200.00 damage/cleaning deposit is required for all hall rentals over 3 hours.			
Details of Hall			
Seating Capacity	Chairs Only	500	
	Banquet & Dance	278	
Size of Hall	45' x 65'		
Available Chairs	102		
Available Tables	25 rectangular		
Stage	Large stage in hall		
Dishes	Not available		

Dymond Community Hall: 181 Drive-in Theatre Road			
Category	2022	2023	2024
Private Rental *	\$ 255.00	\$ 260.10	\$ 265.30
Second Day Rental	\$ 126.00	\$ 128.52	\$ 131.09
Not-for-Profit Daily Rental	\$ 126.00	\$ 128.52	\$ 131.09
Private Weekly Rental (M-F)	\$ 637.50	\$ 650.25	\$ 663.26
Non-Profit Weekly Rental (M-F)	\$ 315.00	\$ 321.30	\$ 327.73
3 Hour Rental	\$ 50.00	\$ 51.00	\$ 52.02
*Note: \$200.00 damage/cleaning deposit is required for all hall rentals over 3 hours.			
Details of Hall			
Seating Capacity	175		
Size of Hall	42' x 63'		
Tables	29 – 6' x 34"		
Chairs	175 – Orange and brown plastic		
Stage (in hall)	In corner of hall – 2' x 6' x 2' diagonal		

Harbourfront Pavilion: 451 Farr Drive			
Category	2022	2023	2024
Per Hour	\$ 31.50	\$ 32.13	\$ 32.77
Per Day	\$ 160.00	\$ 163.20	\$ 166.46
Not-for-Profit Daily Rental	\$ 75.00	\$ 76.50	\$ 78.03
Capacity			
Standing Space	902		
Dining or alcohol	328		
Details			
Small kitchen with fridge	No stove		
40 Chairs Available			

Haileybury Arena Hall: 400 Ferguson Avenue			
Category	2022	2023	2024
Private Rental (includes bar & kitchen)	\$ 355.00	\$ 362.10	\$ 369.34
Second Day Rental	\$ 180.00	\$ 183.60	\$ 187.27
Not-for-Profit Daily Rental	\$ 180.00	\$ 183.60	\$ 187.27
Private Weekly Rental (M-F)	\$ 887.50	\$ 905.25	\$ 923.36
Non-Profit Weekly Rental (M-F)	\$ 450.00	\$ 459.00	\$ 468.18
3 Hour Rental	\$ 75.00	\$ 76.50	\$ 78.03
*Note: \$200.00 damage/cleaning deposit is required for all hall rentals over 3 hours.			
Details of Hall			
Seating Capacity (alcohol)	270		
Seating Capacity Dining Only	231		
Seating Capacity Dining & Dancing	190		
Tables	17 – 8’ rectangular tables 25 – 5’ round tables		
Chairs	200		
Dishes	Not available		

Haileybury Lion’s Den: 400 Ferguson Avenue			
Category	2022	2023	2024
Per Hour	\$ 28.00	\$ 28.56	\$ 29.13
Per Day	\$ 130.20	\$ 132.80	\$ 135.46
Not-for-Profit Daily Rental	\$ 75.00	\$ 76.50	\$ 79.03
Capacity			
Seating Capacity (dining/alcohol/seating)	80		
Tables	17 – 8’ rectangular tables		
Chairs	24 yellow and 36 red		
Size of Hall	42’ x 25’		

Outdoor Leisure Facilities

Bucke Park				
		2022	2023	2024
Tent Rates	Daily	\$ 26.25	\$ 26.78	\$ 27.31
	Weekly	\$ 162.75	\$ 166.01	\$ 169.33
	Monthly	\$ 488.25	\$ 498.02	\$ 507.98
Trailer Rates	Daily	\$ 52.50	\$ 53.55	\$ 54.62
	Weekly	\$ 257.25	\$ 262.40	\$ 267.64
	Monthly	\$ 708.75	\$ 722.93	\$ 737.38
	Seasonal	\$ 2,047.50	\$ 2,088.45	\$ 2,130.22
Docking Fees	Daily	\$ 15.00	\$ 15.30	\$ 15.61
	Weekly	\$ 85.00	\$ 86.70	\$ 88.43
	Monthly	\$ 162.75	\$ 166.01	\$ 169.33
	Seasonal	\$ 300.00	\$ 306.00	\$ 312.12

Municipal Marinas			
	2022	2023	2024
Seasonal (per foot)	\$ 34.65	\$ 35.34	\$ 36.05
One Boat Utilizing Two Slips (per foot)	\$ 43.31	\$ 44.18	\$ 45.06
Monthly (23ft Length or Under)	\$ 240.00	\$ 244.80	\$ 249.70
Monthly (24ft Length or Over)	\$ 280.00	\$ 285.60	\$ 291.31
Seasonal Rate for Personal Water Craft (Sea Doo)	\$ 178.50	\$ 182.07	\$ 185.71
Monthly Rate for Personal Water Craft (Sea Doo)	\$ 69.50	\$ 70.89	\$ 72.31
Electricity (seasonal)	\$ 173.25	\$ 176.72	\$ 180.25
Winter Boat Storage on Municipal Property	\$ 267.75	\$ 273.11	\$ 278.57
Transient (per night)	\$ 29.40	\$ 29.99	\$ 30.59

Waterfront Pool and Fitness Centre

Waterfront Pool and Fitness Centre: 77 Wellington Street						
Rates Per Visit						
Facility	2022		2023		2024	
	Adult	Senior/ Student	Adult	Senior/ Student	Adult	Senior/ Student
Pool	\$ 4.65	\$ 3.76	\$ 4.65	\$ 3.76	\$ 4.87	\$ 3.76
Pool - Family	\$11.63		\$11.63		\$12.17	
Fitness Rooms	\$ 7.08	\$ 5.97	\$ 7.08	\$ 5.97	\$ 7.30	\$ 5.97
Squash Racquet Rental	\$ 3.26	\$ 3.26	\$ 3.26	\$ 3.26	\$ 3.45	\$ 3.45
Book of 5 passes for Gym	\$ 29.38	\$ 24.78	\$ 29.38	\$ 24.78	\$ 30.56	\$ 25.77
Book of 5 passes for Pool	\$ 19.30	\$ 15.60	\$ 19.30	\$ 15.60	\$ 20.07	\$ 16.23
Arthritic Program	\$ 4.42		\$ 4.42		\$ 4.60	
Aquafit	\$ 6.00		\$ 6.00		\$ 6.25	
Private Swim Lesson	\$ 25.00		\$ 25.00		\$ 26.00	
Cardiopulmonary Program	\$ 4.42		\$ 4.42		\$ 4.60	

Membership Rates									
	2022			2023			2024		
	Adult	Student Senior	Family	Adult	Student Senior	Family	Adult	Student Senior	Family
Fitness									
1 month	\$58.41	\$48.48	\$141.00	\$58.41	\$48.48	\$141.00	\$60.75	\$50.42	\$146.64
3 months	\$145.44	\$116.35	\$351.10	\$145.44	\$116.35	\$351.10	\$151.26	\$121.01	\$365.15
1 year	\$465.41	\$349.06	\$1,165.66	\$465.41	\$349.06	\$1,165.66	\$484.03	\$363.02	\$1,212.28
Pool									
1 month	\$41.35	\$36.11	\$93.09	\$41.35	\$36.11	\$93.09	\$43.00	\$37.55	\$96.76
3 months	\$102.96	\$84.49	\$231.66	\$102.96	\$84.49	\$231.66	\$107.08	\$87.87	\$240.92
1 year	\$341.82	\$236.58	\$722.77	\$341.82	\$236.58	\$722.77	\$355.50	\$246.04	\$751.68
Full									
1 month	\$88.27	\$68.85	\$220.68	\$88.27	\$68.85	\$220.68	\$91.80	\$71.61	\$229.51
3 months	\$219.80	\$164.85	\$549.50	\$219.80	\$164.85	\$549.50	\$228.59	\$171.44	\$571.48
1 year	\$729.74	\$514.33	\$1,824.35	\$729.74	\$514.33	\$1,824.35	\$758.93	\$534.91	\$1,897.32

Aquatic Programs			
	2022	2023	2024
Arthritic Program			
Per Class	\$4.42	\$4.42	\$ 4.60
8 classes	\$ 32.00	\$ 32.00	\$ 33.28
16 classes	\$ 60.80	\$ 60.80	\$ 63.23
24 classes	\$ 86.40	\$ 86.40	\$ 89.86
Aquafit			
Per Class	\$ 6.00	\$ 6.00	\$ 6.25
8 classes	\$ 30.66	\$ 30.66	\$ 31.89
16 classes	\$ 59.24	\$ 59.24	\$ 61.61
24 classes	\$ 86.88	\$ 86.88	\$ 90.35
Cardiopulmonary Fitness Class			
Per Class	\$ 4.42	\$ 4.42	\$ 4.60
8 classes	\$ 32.00	\$ 32.00	\$ 33.28
16 classes	\$ 60.80	\$ 60.80	\$ 63.23
24 classes	\$ 86.40	\$ 86.40	\$ 89.86
Swimming Lessons ½ hour class (9 classes)	\$ 51.03	\$ 51.03	\$ 53.07
Swimming Lessons 1 hour Class (9 classes)	\$ 76.13	\$ 76.13	\$ 79.17
Swimming Lessons ½ hour class (10 classes)	\$ 56.70	\$ 56.70	\$ 58.97
Swimming Lessons 1 hour Class (10 classes)	\$ 84.53	\$ 84.53	\$ 87.91
Swimming Lessons (Private) - Per Lesson	\$ 25.00	\$ 25.00	\$ 26.00
Rookie/Ranger/Star (9 classes)	\$ 75.86	\$ 75.86	\$ 78.90
Rookie/Ranger/Star (10 classes)	\$ 84.53	\$ 84.53	\$ 87.91
Bronze Medallion	\$ 157.50	\$ 157.50	\$ 163.80
Bronze Cross (without manual)	\$ 131.25	\$ 131.25	\$ 136.50
Bronze Cross with Standard First Aid	\$ 157.50	\$ 157.50	\$ 163.80
National Lifeguard Course	\$ 252.00	\$ 252.00	\$ 262.08
National Lifeguard Recertification	\$ 63.00	\$ 63.00	\$ 65.52
Lifesaving Swim Instructors	\$ 167.76	\$ 167.76	\$ 174.47
Lifesaving Instructors (R/R/S & Bronze)	\$ 130.46	\$ 130.46	\$ 135.68
Standard First Aid	\$ 115.50	\$ 115.50	\$ 120.12
Junior Lifeguard Club	\$ 112.88	\$ 112.88	\$ 117.39
Adult Swim Classes	\$ 84.53	\$ 84.53	\$ 87.91
Timiskaming Northern Loons (per hour)	\$ 35.00	\$ 37.00	\$ 39.00

Pool Rentals	2022	2023	2024
1 hour Pool Rental without the Slide	\$ 125.00	\$ 125.00	\$ 130.00
1 hour of Pool Rental with the Slide	\$ 179.55	\$ 179.55	\$ 186.73
Birthday Party - includes 1 hr pool rental and 1 hr lounge rental	\$ 237.60	\$ 237.60	\$ 247.10
1 hour Pool Rental for use by School	75% of Regular Rate		

Waterfront Pool & Fitness Centre - Rental of Lounge			
	2022	2023	2024
1 hour	\$ 52.50	\$ 53.55	\$ 54.62
3 hours	\$ 141.75	\$ 144.59	\$ 147.48
Full Day	\$ 354.38	\$ 361.46	\$ 368.69
1 hour Fitness Class	\$ 27.30	\$ 27.85	\$ 28.40

Non-Resident User Fees

Non-Resident User Fees			
	2022	2023	2024
Municipal Arenas (Per Family)	\$ 150.00	\$ 175.00	\$ 200.00
Municipal Marinas (Per Vessel)	\$ 200.00	\$ 200.00	\$ 200.00
City Hosted Programs and Activities (Surcharge on Regular Fee)	25%	25%	30%
Northern Loons Swim Club (Per Family)	\$ 150.00	\$ 175.00	\$ 200.00
Tri-Town Soccer (Surcharge on Regular Fee)	25%	25%	30%

The Corporation of the City of Temiskaming Shores

By-law No. 2021-163

**Being a by-law to appoint a Municipal Treasurer for the
City of Temiskaming Shores – Stephanie Léveillé**

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 286(1) of the Municipal Act, 2001, S.O., 2001, c.25, as amended, a municipality shall appoint a treasurer who is responsible for handling all of the financial affairs of the municipality on behalf of and in the manner directed by the council of the municipality; and

Whereas Council of The Corporation of the City of Temiskaming appointed Laura Lee MacLeod as Municipal Treasurer on July 22, 2008, through By-law No. 2008-099; and

Whereas Laura Lee MacLeod, Treasurer will be retiring in 2021.

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

1. That **Stephanie Léveillé** is hereby appointed as Treasurer for The Corporation of the City of Temiskaming Shores.
2. That By-law No. 2008-099, being a by-law to appoint a Municipal Treasurer – Laura Lee MacLeod is hereby repealed.
3. That this By-law shall come into force and take effect on the date of its final passing.

Read a first second and third time and finally passed this 2nd day of November, 2021.

Mayor

Clerk

The Corporation of the City of Temiskaming Shores

By-law No. 2021-164

Being a by-law to amend By-law No. 2009-051, to appoint a Municipal Lottery Licensing Officer and a Municipal Lottery Licensing Clerk for The Corporation of the City of Temiskaming Shores (Stephanie Léveillé)

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 23.1(1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, without limiting sections 9, 10 and 11, those sections authorize a municipality to delegate its powers and duties under this or any other Act to a person or body subject to the restrictions set out in this Part; and

Whereas Council for the City of Temiskaming Shores adopted by-law No. 2009-051 at its Regular Meeting on May 19, 2009, to appoint Laura-Lee MacLeod as the Municipal Lottery Licensing Officer and Julie Gregoire as the Municipal Lottery Licensing Clerk; and

Whereas Laura Lee MacLeod, Municipal Lottery Licensing Officer will be retiring in 2021.

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

1. That By-law No. 2009-051 entitled "a By-law to appoint a Municipal Lottery Licensing Officer and a Municipal Lottery Licensing Clerk for The Corporation of the City of Temiskaming Shores" be amended by deleting Section 1, and replacing it with the following:
 1. That Stephanie Léveillé is hereby appointed as Municipal Lottery Licensing Officer for The Corporation of the City of Temiskaming Shores;
 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 2nd day of November, 2021.

Mayor

Clerk

The Corporation of the City of Temiskaming Shores

By-Law 2021-165

Being a By-law to adopt an Agreement between the City of Temiskaming Shores and the Municipality of Temagami for Chief Building Official and Building Inspector Services

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

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

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

Whereas the Municipal Act, 2001, Section 20(1) provides that a municipality may enter into an agreement with one or more municipalities or local bodies, as defined in Section 19, or a combination of both to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries; and

Whereas Council considered Administrative Report No. CS-044-2021 at the November 2, 2021 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into a Shared Services Agreement with the Municipality of Temagami for consideration at the November 2, 2021 Regular Council meeting;

Whereas the Council of the Corporation of the City of Temiskaming Shores and the Council of the Corporation of the Municipality of Temagami wish to enter into an Agreement for the provision of the City of Temiskaming Shores providing Building Services to the Municipality of Temagami.

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

1. That the Agreement between the City of Temiskaming Shores and the municipality of Temagami for the provision of providing Building Services, as attached hereto as Schedule A, is hereby adopted.
2. That the Mayor and Clerk are hereby authorized to sign the Agreement on behalf of the Corporation of the City of Temiskaming Shores.

3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, 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 2nd, day of November, 2021.

Mayor

Clerk



Schedule A to
By-law No. 2021-165
Agreement between
The Corporation of the City of Temiskaming Shores
and
The Municipality of Temagami

for Chief Building Official and Building Inspector Services

This Agreement made as of this 2nd day of November, 2021

Between:

The Corporation of The City of Temiskaming Shores
(hereinafter referred to as “the City”)

And:

The Municipality of Temagami

Whereas the City and the Municipality of Temagami wish to enter into an Agreement for the provision of the City providing Building Services (Attached as Appendix “A”) to the Municipality of Temagami upon the terms and conditions set out in this Agreement pursuant to Section 3 of the Building Code Act, S.O. 1992.

Now therefore witnesseth that in consideration of the terms, covenants and provisions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Term

The terms of this Agreement (the “Term”) shall begin November 1st, 2021 (the “Commencement Date”) and shall continue to remain in effect for a one (1) year period ending on October 31st, 2022 unless either party terminates this Agreement by providing the other party with written notice of termination ninety (90) days prior to the effective date of termination

2. Fees

For the term of this agreement, the fees payable to the City for the provision of providing Building Services shall be at the annual rate of fifty thousand dollars (\$52,000) plus applicable taxes (the “Fees”). The Fees shall be billed quarterly by the City

3. Qualifications and Experience

The City will provide qualified and certified Building Inspectors who are competent in conducting plans review and inspection services required under the Ontario Building Code.

4. Reporting

The Chief Building Official (CBO) for the City of Temiskaming Shores as appointed by the Municipality of Temagami shall report directly to the Deputy Treasurer for the Municipality of Temagami.

5. Deadlines

The parties hereby acknowledge that, under the OBC, all Ontario Municipalities are required to meet deadlines for responding to Building Permit Applications and are also required to complete inspections within certain timelines at different stages of construction. The Municipality of Temagami hereby agrees to provide the City with as much notice as possible, and in any event, not more than one (1) days' notice prior to the date of any building permit application decision that must be rendered and prior to the date of building inspection deadlines.

6. Administration

All administrative and inspection support services shall be completed by the Municipality of Temagami. Permit fees shall be issued, delivered and collected by the Municipality of Temagami.

The CBO and Building Inspector will be accessible by employees of the Municipality of Temagami and not the general public, unless so engaged by the CBO or Building Inspector, Monday to Friday from 8:30am to 4:30pm or after hours by telephone message or email.

7. Water Access

The Municipality of Temagami is responsible for providing transportation (boat with motor and snowmobile) for the provision of providing Building Services to properties accessible only by water in accordance with the deadlines as prescribed under the OBC.

8. Court Proceedings

The parties hereby acknowledge and agree that in the event that it becomes necessary to take any court action to enforce the provisions of the Building Code Act, OBC, Municipal By-laws or to respond to any action arising out of the enforcement, the Municipality of Temagami shall be responsible for any legal costs that may be incurred in undertaking or responding to the proceeding.

9. Indemnity

The Municipality of Temagami agrees that it shall, at all times, indemnify and save harmless the City of Temiskaming Shores, its officers, employees and agents from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings made, sustained, brought or prosecuted that are based upon, or caused in any way by anything done or omitted to be done by the City of Temiskaming Shores or any of its officers, directors, employees or agents in connection with services performed, purportedly performed or required to be performed by the City of Temiskaming Shores.

10. Insurance

The Municipality of Temagami shall obtain and maintain throughout the term of this Agreement such insurance coverage as may be reasonably requested by the City including but not limited to:

- a) Comprehensive general liability insurance with limit of not less than five million (\$5,000,000.00) dollars per occurrence for bodily injury and/or property damage. The policy coverage must include personal injury, including harassment, discrimination, blanket contractual liability with cross-liability and severability of interest clauses;
- b) Professional liability and errors and omissions insurance in the amount of not less than one million (\$1,000,000.00) dollars;
- c) Property damage insurance against loss or damage by perils of “all risks” to the extent available and generally obtainable from time to time;

This required insurance coverage shall name the City as an additional insured. The Municipality of Temagami shall provide Certificates of Insurance showing compliance with this provision within thirty (30) days upon signing of this Agreement.

The required insurance coverage will not be cancelled or altered without thirty (30) days advance written notice to the City, unless otherwise required by law.

11. Workplace Safety Insurance Board Insurance

The Municipality of Temagami must be certified and in good standing with the Workers Compensation Board. The Municipality of Temagami agrees to submit to the City, a Clearance Certificate from the Workplace Safety and Insurance Board (WSIB) of Ontario.

Workplace Safety Insurance Act coverage, assessments or reports are the exclusive responsibility of the Municipality of Temagami.

12. Records

All records and information received the City for the purpose of providing the Building Services shall remain the property of the Municipality of Temagami and shall not be divulged or revealed to third parties. Such records and information shall, upon termination of this Agreement, be returned to the Municipality of Temagami.

13. Consequence of Termination

In the event of termination of this Agreement for any reason:

- a) The City shall return to the Municipality of Temagami all records obtained by the City in connection with the performance of the Building Services, subject to the right of the City to retain copies of the said records for its own files; and
- b) There shall be a reconciliation of all amounts due and owing to the City for the Building Services as of the date of termination.

14. Notice

Any notice to be given pursuant to this Agreement shall be in writing and signed by the person giving such notice. Any notice, offer, payment, certificate or other communication required or desired to be given in connection with this Agreement may be delivered personally or may be sent by pre-paid registered post, e-mail or facsimile transmission addressed to:

If to the City, at:

The Corporation of the City of Temiskaming Shores
325 Farr Drive
P.O. Box 2050
Haileybury, ON
P0J 1K0
Attention: Mike Pilon
mpilon@temiskamingshores.ca
(705) 672-3363 Extension: 4131

If to the Municipality of Temagami, at:

The Corporation of the Municipality of Temagami
7 Lakeshore Drive
P.O. Box 220
Temagami, ON
P0H 2H0
Attention: Sabrina Pandolfo
projects@temagami.ca
(705) 569-3421

And, any notice so delivered personally, by facsimile or by e-mail shall be deemed to have been received at the time of delivery, and any notice so mailed shall be deemed to have been effectively given and received on the fourth business day following and exclusive of the postmarked date thereof. Any party hereto may change his or its address for the purpose of this paragraph by giving notice of such change of address to the other parties hereto in the manner provided in this section.

15. Force Majeure

The City shall not be responsible for delays or any failure in the performance of their obligations under this Agreement resulting from acts of God, strikes, labour disturbances, illness, inclement weather or other emergencies and causes beyond the control of the City hereto.

16. Assignment

Neither party shall assign or transfer this Agreement.

17. Governing Law

This Agreement shall be governed by the law of the Province of Ontario.

18. Extension, Modification and Renewal

This Agreement may be amended or modified from time to time within the enforcement duties as described in the OBC. It shall not be amended or modified to include duties that are not prescribed within the OBC unless written consent from the City has been acknowledged. The course of dealing or of performance does not affect the waiver or modification of this Agreement unless adopted by the Council of the City of Temiskaming Shores and the Municipality of Temagami.

This Agreement shall expire one (1) year from its Commencement Date at which time a review of the Agreement by each party shall be undertaken. A By-law may be passed at the Council of each party to renew the Agreement once review has taken place.

19. Severability

If any term, covenant or provision of this Agreement or the application thereof to either party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or provision to the other party or circumstances other than those to which it is held invalid or unenforceable shall not be

affected thereby and each term, covenant or provision of this Agreement shall be valid and enforceable to the fullest extent of the law.

20. Binding Effect

This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

Remainder of Page left blank intentionally

In witness whereof the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

Signed and Sealed in)
the presence of)

Municipality of Temagami

Municipal Seal)

Mayor – Dan O’Mara

Municipal Seal)

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

Mayor – Carman Kidd

Clerk – Logan Belanger

Appendix 01 to By-law 2021-165

Building Services

1. Review plans, drawings, applications and specifications to determine whether the proposed construction of the building complies with the OBC;
2. Liaise with architects and engineers to ensure the OBC requirements are addressed in the design and engineering plans;
3. Review amended plans to ensure compliance with the requirements of the OBC;
4. Whenever possible, plans examination services is to be carried-out in the Municipal Office in the City of Temiskaming Shores;
5. Review other materials to determine whether the proposed construction of the building complies with the OBC;
6. Issue Change of Use Permits;
7. Renovation Permits;
8. Issue Plumbing Permits;
9. Issue Building Permits;
10. Issue Stop Work Orders;
11. Issue Orders;
12. Issue Occupancy Permits;
13. Prepare the Building Annual Report;
14. Conduct inspections of the construction of all buildings at all phases of construction required under the OBC or the Regulations there under;
15. Issue Inspection Reports; and
16. Perform or recommend the performance of such other functions as may be required under the OBC or the regulations relating thereto.

The Corporation of the City of Temiskaming Shores

By-law No. 2021-166

Being a by-law to amend By-law No. 2021-095 to enter into a Rental Agreement with Jade Equipment Company Ltd. for the short-term rental of one (1) Tandem Drive Motor Grader and two (2) 6-Wheel Drive Graders

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-015-2021 at the June 15, 2021 Regular Council meeting, and adopted By-law No. 2021-095 to enter into a Rental Agreement with Jade Equipment Company Ltd. for the short-term rental of one (1) Tandem Drive Motor Grader at a rate of \$5,200 per month, and two (2) 6-Wheel Drive Graders at a rate of \$5,800 per month (per unit), and associated delivery costs of \$1,400, per unit (one way), plus applicable taxes; and

Whereas Council considered Memo No. 020-2021-PW at the November 2, 2021 and directed staff to prepare the necessary by-law to amend By-law No. 2021-095 for the addition of a rental agreement as Appendix 02 to Schedule A, for consideration at the November 2, 2021 Regular Council meeting.

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

1. That Schedule "A" to By-law No. 2021-095, be amended by adding Appendix 02, titled Rental Agreement, a copy of which is attached hereto as Schedule "A" and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 2nd day of November, 2021.

Mayor

Clerk



Schedule “A” to

By-law 2021-166

Being a by-law to amend By-law No. 2021-095 to enter into a Rental Agreement with Jade Equipment Company Ltd. for the short-term rental of one (1) Tandem Drive Motor Grader and two (2) 6-Wheel Drive Graders



Appendix 02 to
Schedule "A" to

By-law No. 2021-095

Rental Agreement

Equipment Rental Agreement

47 Forest Plain Road, Orillia, Ontario L3V 6H1
Ph: {705} 325-2777 Fax: {705} 325-9777
TOLL FREE: 1-866-404-5233



Agreement of Rental made this 19th day of October, 2021, in the Province of Ontario
By and Between:

JADE EQUIPMENT CO. LTD.
47 Forest Plain Road
Oro-Medonte, Ontario
L3V 0R4

Hereinafter called the "Lessor",
(address for all purposes hereof)
Of the One Part

AND
CITY OF TEMISKAMING SHORES
325 Farr Drive
Haileybury, ON P0J 1K0
705-672-3363
Steve Burnett; Manager of Transportation Services

Hereinafter called the "Lessee"
(Address for all purposes hereof)
Of the Other Part

Witnesseth: That the Lessor and Lessee have mutually agreed as follows:

1. The Lessor hereby leases to the Lessee under the terms and conditions of this Agreement including the General Conditions printed on the reverse side of this sheet the equipment described and identified under the heading Details of Equipment (hereinafter called the equipment) for use at such location for such guaranteed minimum time and at such rental rates as therein stated.
2. The Lessor shall deliver the Equipment on or about October 29, 2021, to Aknor Construction, in good condition and working order for shipment to the Lessee. Delivery costs are \$1400.00 (all taxes extra) per grader per way.
3. The Lessee declares that the Company or Agent carrying the insurance covering the Equipment whilst in his possession in accordance with paragraph 12 of the General Conditions will be – **TO BE PROVIDED BY LESSEE**
4. This Agreement will be interpreted according to the laws of the Province of Ontario.

DETAILS OF EQUIPMENT

- | | |
|-----------------------------|---|
| 1. Items of equipment | a) One (1) 2010 Volvo G976 Motor Grader
b) One (1) 2009 Volvo G976 Motor Grader
c) One (1) 2015 Volvo G970 Motor Grade |
| 2. To be used at or near | Temiskaming Shores, Ontario |
| 3. Identification number | a) Stock # E005142 S/N: VCE0G976A0S525064
b) Stock # E005220 S/N: VCE0G976C0S525068
c) Stock # E005063 S/N: VCE0G970C0S530105 |
| 4. Value of equipment | a) \$132,600.00 All taxes extra.
b) \$132,600.00 All taxes extra.
c) \$169,800.00 All taxes extra. |
| 5. Guaranteed rental period | Five months |
| 6. Rental rate | a) \$5,800.00 per month. All taxes extra.
b) \$5,800.00 per month. All taxes extra.
c) \$5,200.00 per month. All taxes extra. |
| 7. Security Deposit | \$ N/A |

8. Rental Checklist Completed {yes}

GENERAL CONDITIONS

1. THE RENTALS PERIOD:

The rental period shall commence on and include the date of actual delivery of the Equipment to the Lessee or the Lessee's agent, including any public carrier taking same for transit to the Lessee;

The rental period shall end on and include the date of actual delivery of the Equipment to the Lessor, its nominee or agent, including any public carrier taking same for transit to the Lessor, its nominee or agent; provided always that such return to the Lessor shall not operate to reduce any minimum rental period which may have been stipulated. See section 2 below.

The term of this agreement shall be automatically extended from the expiration date of any such minimum rental period, unless the Equipment shall have been returned to the Lessor, or either of the parties shall have given written notice of termination to the other, on or before the expiration date. Failing return of the equipment, or written notice as above, the minimum term of rental shall be automatically extended as follows: where the rental rate has been quoted by the week, extension shall be for one week and thereafter from week to week; where the rental rate has been quoted by the month, extension shall be for one month and thereafter from month to month; where the rental rate has been quoted by the year, extension shall be for one year and thereafter from year to year. All the terms, covenants and conditions herein, including the rents and charges, shall be applicable during any extended term or renewal.

2. CALCULATION OF RENTAL CHARGES:

- (a) Monthly rental rates are for a minimum period of one month, computed from the date of commencement of the rental period up to but not including the same date in the next calendar month, and shall apply when the number of hours the equipment is operated in any one month does not exceed one hundred eighty (180) hours. See special conditions.
- (b) Weekly rental rates are for a minimum period of one week, from the day of commencement of the rental period up to but not including the same day in the following week and shall apply when the number of hours the equipment is operated in any one week does not exceed 40 (forty) hours.
- (c) Daily rental rates are for a consecutive period of twenty-four hours or less in which the number of hours the equipment is operated shall not exceed 8 (eight) hours.
- (d) Overtime charges. Where equipment is operated in excess of the above stated hourly maximal, such excess shall be charged at 1/180th of the monthly rate for each hour in excess of 180 worked in any 30 consecutive day period: 1/40th of the weekly rate for each hour in excess of 40 worked in any one weekly period: 1/8th of the daily rate for each hour worked in excess of 8 hours in any one day. The Lessee agrees to notify the Lessor if any article of Equipment is operated in excess of 180 hours per month, or pro rata for shorter rental periods, and to pay the additional rental above provided. See special conditions.
- (e) After the minimum monthly or weekly rental period has expired, the rental payable for a fraction of any succeeding period shall be the proportionate part of the applicable rental rate according to the number of calendar days in such fraction.
- (f) Rental rates shall not be subject to any deduction for any non-working time during the rental period, nor because the Lessee returns the equipment to the Lessor before the expiration of such period.

3. PAYMENT: The rental for the minimum rental period is payable before delivery of the Equipment. Other rentals are due and payable monthly or weekly, as the case may be, in advance. All rental payments are to be made to the office of the Lessor at the above-designated address. All overdue payments shall bear interest at the rate of twenty-four (24)

per cent per annum, but the acceptance of this interest shall not waive the Lessor's right hereinafter stipulated to terminate this Agreement.

4. **LOADING, UNLOADING AND TRANSPORTATION:** The Lessor, at its own expense, shall load the equipment for transit to the Lessee and unload it upon return, and shall pay all demurrage charges accruing at its own shipping or receiving point.

The Lessee, at his (its) own expense, shall do all other loading, unloading, installing, dismantling and hauling, and shall pay all demurrage charges accruing at its own shipping or receiving points.

The Lessee shall pay all transportation charges from and to the Lessor's shipping and receiving points, including insurance.

If shipping instructions are not furnished by the Lessee, the Lessor may ship the equipment in accordance with its own judgement.

5. **RESTRICTION AS TO USE:**

Lessee agrees to use the equipment only as instructed and within its rated capacity. Lessee agrees that the equipment shall not be operated:

- (a) By any person under the age of 21 years.
- (b) By any person not in possession of the permit or license required by any applicable law or ordinance.
- (c) In any race or speed test or contest.
- (d) To propel or tow any vehicle. (Note: If the equipment is designed for this purpose and rental contemplates such service, delete and initial this provision.)
- (e) By any person while under the influence of intoxicants or narcotics.
- (f) For any illegal purpose.
- (g) Recklessly as to speed or otherwise.
- (h) Outside of the stated area of use, without the prior consent of the Lessor.
- (i) Contrary to instructions governing its use.

6. **MAINTENANCE, OPERATION AND REPAIRS:**

- (a) The Lessee shall provide and pay for, at its own expense, all fuel, oil, lubrication, electric power, servicing and maintenance for each article of Equipment, including repairs, parts, supplies, labor and tools, as may be required. The Lessor shall not be obligated to make any repairs or replacement of parts, attachments, accessories, equipment or otherwise.
- (b) The Lessee shall, at its expense, at all times during the term hereof, maintain each article of Equipment in good operating order, repair and appearance, and shall not remove, alter, disfigure or cover up any numbering, lettering or insignia displayed upon the Equipment, nor without the prior approval of the Lessor, affix or install any accessory, attachments and devices furnished or affixed to such Equipment shall thereupon, unless otherwise agreed in writing, become the property of the Lessor.
- (c) It is understood and agreed that the Lessee shall cause the equipment to be operated only by competent employees and shall pay all expenses of operation and shall, in effecting maintenance and repairs, have such work performed only by qualified persons who are satisfactory to the Lessor.
- (d) Maintenance of the Equipment shall include, without limiting the generality of the foregoing, all routine lubrication, oil changes and adjustments that are to be performed in accordance with the recommendations of the manufacturer and/or the Lessor.

7. **RETURN OF EQUIPMENT:** The Lessee agrees to return the equipment and its appurtenances to the Lessor in good repair and operating condition. The Lessee shall indemnify the Lessor against all loss or damage to Equipment during the rental period and the appraisal of any such loss or damage shall be based upon the value stated in the Details of Equipment, provided,

however, that the Lessee shall only be liable for such shortages or damages as shall be notified to it in writing by the Lessor within two weeks after receipt by the Lessor, its nominee or agent of the Equipment concerned.

8. **LIABILITY:** The Lessee assumes all risk and liability for each article of Equipment leased hereunder and for the use, operation, storage and return delivery thereof and damages for injuries and death to persons and property howsoever arising therefrom and shall save and hold the Lessor harmless from any and all of the following; all claims and liens for storage, labor and materials and all loss of and damage to said Equipment and all loss, damage, claims, penalties, liability and expense, including attorneys' fees, howsoever arising or incurred because of said Equipment during the pendency of the lease thereof or the return delivery thereof to the Lessor, its nominee or agent or the storage, maintenance, use or operation thereof.

The Lessee hereby renounces all claims which he (it) may have against the Lessor for any loss or damage which he may suffer either direct or indirectly, by reason of the condition of the equipment or its suitability for the work it may be required to perform.

9. **INSPECTION:** Before the Equipment is loaded for transit to the Lessee, the latter may have an inspection thereof made by a competent authority and if the Equipment is proven not to be substantially in the condition required by this Lease, then the cost of such inspection shall be paid by the Lessor.

If the Lessee fails to have such inspection made or accepts such Equipment after such inspection has been made, the Equipment shall be presumed for all purposes hereof to be in good condition and running order when delivered to the carrier. The Lessee's right of inspection shall be in lieu of any warranties or guarantees and it is agreed that the Lessor makes no warranty or guarantee whatsoever as the Equipment or its performance.

The Lessor shall have the right at any time to enter upon the premises occupied by the Equipment and shall be given free access thereto and afforded all necessary facilities for the purpose of inspecting the Equipment.

The Lessor shall have the right to inspect the Equipment at the Lessee's shipping point prior to reshipment and shall be notified prior to such reshipment and given ample opportunity to make such inspection.

10. **TITLE:** Title to the Equipment shall at all times be and remain vested in the Lessor and nothing contained in this Lease shall be deemed to have the effect of conferring upon the Lessee any right or title whatsoever, in or to the Equipment, other than that of a Lessee.

The Lessee shall give the Lessor immediate notice in case any of the Equipment is levied upon or from any cause becomes liable to seizure.

The Lessee agrees to notify in writing the landlord of the premises where any article of Equipment may be kept to the effect that such Equipment is the property of the Lessor, and further agrees not to allow the equipment or its accessories to be pledged or encumbered by mortgage or otherwise.

11. **DEFAULT:** If the Lessee fails to make any payment when it becomes due, or if a trustee shall be appointed for the Lessee or the Lessee shall make an assignment for the benefit of creditors or be the subject of any proceeding under the Bankruptcy Act or become insolvent or attempt to remove, sell, transfer, encumber, sublet or part with possession of any article of Equipment leased hereunder or do any act or thing tending to impair the title of the Lessor; or should the Lessee overload the equipment or tax it beyond its capacity, or fail to maintain and operate or to return the equipment as provided by this agreement, or violate any other provision hereof, the Lessor may at its option and without notice to the Lessee:

- (a) Proceed by appropriate court action to enforce performance by the Lessee of the applicable covenants and terms of this lease or to recover damages for the breach of such covenants and terms hereof; or
- (b) Terminate this agreement whereupon Lessee's rights under the agreement shall cease and upon demand Lessee shall deliver all equipment rented hereunder to Lessor at the

Lessor's place of business or that of his nearest authorized representative, as the Lessor may direct. If in the sole opinion of the Lessor, the Lessee should fail to deliver promptly the said equipment, or any of it, Lessor may, directly or by its agents, enter upon any premises of the Lessee or other premises where any of the said articles of equipment may be, without notice or legal process and without becoming liable for trespass, and take possession thereof and hold and possess the same free from any right of the Lessee, its successors and assigns, including any receiver, trustee in bankruptcy or creditor of the Lessee, and Lessee waives all claims of any kind for any loss or expense caused by such repossession; but the Lessor shall, nevertheless, have the right to recover from the Lessee any and all amounts, including rents which under the terms of this lease may be due and unpaid, together with any damages in addition thereto which the Lessor may have sustained by reason of the breach of any covenant or covenants of this lease, together with such expenses as shall have been incurred in the seizure of the items of equipment or in the enforcement of any of the Lessor's rights or privileges hereunder.

In the event of Lessor's termination under sub-paragraph (b) or of any legal proceedings by Lessor to recover damages for any default by Lessee hereunder, it is agreed that the actual amount of damages resulting would be difficult in not impossible to ascertain in view of the specialized nature of the equipment, the planning and forecasting by Lessor of its facilities, investment and interest costs over the term of the agreement, and the computation of rental charges hereunder being based upon Lessee's business and type of operations, among other factors. Therefore, Lessee agrees to pay Lessor, at Lessor's option, in addition to back rentals due and owing, and in addition to the cost of meeting any liability and of making good any material damage as provided by any other clause of this agreement, an amount equal to 30% of the aggregate rentals charges for the unexpired portion of the term of this agreement, not as a penalty, but as and for liquidated damages.

- 12. INSURANCE:** Lessee, at its own expense, shall carry adequate public liability insurance against bodily injury, including death, and against property damage, all such insurance to protect both the Lessor and the Lessee, and shall also keep each item of Equipment, insured at the full insurable value thereof under extended coverage, with losses, if any, payable to the Lessor as its interest may appear. All insurance shall be in amounts and companies acceptable to the Lessor and the Lessee under-takes to deliver promptly to the Lessor evidence of such insurance. Such insurance shall be kept in effect from the time the equipment is shipped by the Lessor until it is returned to the Lessor, its nominee or agent.
- 13. BOND:** If requested by the Lessor, the Lessee, at the latter's own expense, shall furnish a bond satisfactory to the Lessor, in an amount equal to the value of the Equipment as stated in the Details of Equipment, to insure the fulfillment of the Lessee's obligation under this Lease.
- 14. POSSESSION:** Each article of Equipment hereby used shall be used solely in the conduct of the Lessee's business and within Lessee's possession and under its control, and shall not be used in whole or in part by others than the Lessee or its employees.
- 15. TAXES:** Lessee shall be liable for and will reimburse Lessor for amounts equal to any taxes, fees, assessments or licenses levied or based upon the equipment or the use or operation thereof during the currency of this lease.
- 16. NOTICE:** Wherever the giving of a notice is required by this Lease, such notice shall be given in writing and shall be considered for all purposes hereof to have been received on the next juridical day after that on which the notice is mailed by registered post with mailing charges prepaid.
- 17. SUBLETTING:** None of this equipment shall be sublet by the Lessee, nor shall he (it) assign or transfer any interest in this Lease without the previous written consent of the Lessor. The Lessor may assign this agreement at any time without notice to the Lessee.
- 18. NON-WAIVER:** Time is of the essence. Lessor's failure at any time to require strict performance by Lessee of any of the provisions hereof shall not waive or diminish Lessor's right thereafter to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default.

19. SHIPPING INSTRUCTIONS: The Lessor is to deliver the equipment to:

**City of Temiskaming Shores
Public Works Shop
200 Lakeshore Road N.
New Liskeard, ON P0J 1P0**

on or about the 29th day of October, 2021, for shipment to the Lessee.

SPECIAL CONDITIONS

The following Special Conditions form part of this Lease and in the event of there being a conflict between the provisions of the Special Conditions and those of the General Conditions, the Special Conditions shall prevail:

HOURS IN EXCESS OF 500 PER MACHINE ARE BILLED AT \$50.00/HOUR (PLUS HST)

Lessee will be responsible for all damage, corrosion, etc., other than normal wear and tear and is the sole opinion of JADE EQUIPMENT CO. LTD.

Upon return of the machine, the Lessee will be charged for the following items:

- Cost to steam clean unit if required**
- Cost to repair any damages sustained while in the Lessee's possession**
- Cost to change engine oil and filter, and air filter as required. (OVER 200 HOURS)**
- Costs to replace wear items (ie. cutting edges)**

Lessee/Buyer acknowledges receipt of a copy of this agreement and waives the right to receive any financing statement or verification statement related to this account.

The Lessor and Lessee, having read and understood all the foregoing conditions hereby agree for themselves, their successors, executors, administrators and assigns, to the full performance of the covenants herein contained.

IN WITNESS WHEREOF the parties hereto have executed this Agreement of Lease on the day and date herein above first written.

In the presence of:

	Lessor	JADE EQUIPMENT CO. LTD.
	By	Lessor

In the presence of:

	Lessee	
	By	Lessee

Credit Manager Approval _____ Date Accepted _____ Account number _____
--

The Corporation of the City of Temiskaming Shores

By-law No. 2021-167

Being a by-law to amend By-law No. 2013-054, as amended being a by-law to enter into an Agreement with Wood (formerly AMEC Environmental and Infrastructure) for the Groundwater Monitoring at the Haileybury and New Liskeard Landfill Sites – One (1) Year Extension

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

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

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

Whereas the Council of The Corporation of the City of Temiskaming Shores adopted By-law No. 2013-054 on April 16th, 2013 being a by-law to enter into an agreement with AMEC Environmental and Infrastructure for Groundwater Monitoring at the Haileybury and New Liskeard Landfill Sites; and

Whereas Council considered Administrative Report No. PW-023-2021 at the November 2, 2021 Regular Council meeting, and directed staff to prepare the necessary by-law to amend By-law No. 2013-054 to extend the contract for an additional one (1) year for consideration at the November 2, 2021 Regular Council meeting.

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

1. That Schedule "A" to By-law No. 2013-054, as amended be further amended by deleting Article 2.0 Contract Period and replacing it with the following:

2.0 Contract Period

The Parties agree that the obligations of the Parties under this Agreement shall begin on the **1st day of May, 2022** and shall extend through to the **30th day of April, 2023**.

2. That Schedule "A" to By-law No. 2013-054, as amended be further amended by deleting paragraph two and the associated table and replacing it with the following:

The City shall pay to the Consultant on a monthly basis based on invoices submitted by the Consultant plus HST for services rendered to annual upset limit set out in the following table:

Landfill Report	HiBy Landfill	NL Landfill	Upset Limit
2022 Monitoring Report	\$ 19,031.00	\$ 48,333.00	\$ 67,364.00

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 2nd day of November, 2021.

Mayor

Clerk

The Corporation of the City of Temiskaming Shores

By-law No. 2021-168

Being a by-law to authorize the entering into an Agreement with the Ontario Clean Water Agency (OCWA) for the Operation, Maintenance and Management of the Water and Wastewater Treatment Facilities and Associated Utility Infrastructure within the City of Temiskaming Shores

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

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

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

Whereas Council considered Administrative Report No. PW-024-2021 at the November 2, 2021 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into an agreement with Ontario Clean Water Agency (OCWA) for the operation, maintenance and management of the City's Water and Wastewater Systems within Temiskaming Shores, for consideration at the November 2, 2021 Regular Council meeting; and

Whereas the Council of The Corporation of the City of Temiskaming Shores deems it necessary to enter into an agreement with Ontario Clean Water Agency.

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

1. That the Mayor and Clerk be authorized to execute a Services Agreement with Ontario Clean Water Agency for the operation, maintenance and management of City owned water and wastewater facilities for the period covering January 1, 2022 to December 31, 2026. A copy of the said Services Agreement is hereto attached as Schedule "A" and forms part of this by-law.
2. That this by-law shall come into force and effect effective January 1, 2022.
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 2nd day of November, 2021.

Mayor

Clerk



Schedule “A” to

By-law No. 2021-168

Agreement between

The Corporation of the City of Temiskaming Shores

and

Ontario Clean Water Agency

For the Operation, Maintenance and Management of the Municipality’s
Water and Wastewater Treatment Facilities and associated Utility
Infrastructure

SERVICES AGREEMENT

BETWEEN

ONTARIO CLEAN WATER AGENCY

A N D

**THE CORPORATION OF THE
CITY OF TEMISKAMING SHORES**

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SERVICES AGREEMENT

THIS AGREEMENT effective as of the 1st day of January, 2022 (the “Effective Date”),

B E T W E E N

ONTARIO CLEAN WATER AGENCY/AGENCE ONTARIENNE DES EAUX, a corporation established under the *Capital Investment Plan Act, 1993*, c.23, Statutes of Ontario.

(“OCWA”)

A N D

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

(the “Client”)

RECITALS

- (a) OCWA is in the business of providing management, operations and maintenance services for water and wastewater facilities.
- (b) The Client is the owner of the Temiskaming Shores Water and Wastewater Treatment Facilities, more particularly described in Schedule A (the “Facilities”).
- (c) The Client wishes to retain the services of OCWA to operate and maintain the Facilities in accordance with the provisions of this agreement (the “Agreement”).
- (d) The Client and OCWA (collectively, the “Parties” and each a “Party”) are entering this Agreement to set out their respective rights and obligations with respect to the management, operation and maintenance of the Facilities.
- (e) The Council of the Client on the ____ day of _____, 2021 passed By-Law No. _____ authorizing the Client to enter into this Agreement.

NOW THEREFORE in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration the receipt and sufficiency of which is hereby irrevocably acknowledged, the Client and OCWA agree as follows:

ARTICLE 1 - INTERPRETATION

Section 1.1 - Definitions

In this Agreement, definitions are set out in Schedule B, or within applicable provisions as indicated.

ARTICLE 2 - RESPONSIBILITIES OF OCWA

Section 2.1 - Retention of OCWA

- (a) The Client retains OCWA to provide management, operation and maintenance services, as described in Schedule C to this Agreement, in respect of the Facilities (the “Services”).
- (b) The Client acknowledges and agrees that for the purposes of Section 449 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, OCWA is an agent of the Client.

Section 2.2 - Performance of Services

- (a) OCWA shall deliver the Services in compliance with all applicable Environmental Laws, except as described in Paragraphs 2.2(b) and (c) below and in any of the following circumstances:
 - (i) the Client not making the Major Maintenance Expenditures and/or not undertaking the Capital Projects reasonably recommended by OCWA as per Section 4.6 and Section 4.7 herein;
 - (ii) failure of the Client to meet its responsibilities specified in this Agreement;
 - (iii) failure of any equipment at the Facilities, unless the failure is due to OCWA’s negligence;
 - (iv) the water transmitted to the water treatment Facilities for treatment contains contaminants or pathogens which cannot be treated or removed by the Facilities treatment processes;
 - (v) the quantity or quality of water transmitted to the water treatment Facilities exceeds the Facilities’ design or operating capacity;
 - (vi) the wastewater transmitted to the wastewater treatment Facilities for treatment contains contaminants or other substances which cannot be treated or removed by the Facilities treatment processes;

- (vii) the wastewater transmitted to the wastewater treatment Facilities for treatment does not meet the requirements of the Client's sewer use by-law or any Environmental Law;
 - (viii) the quantity or quality of wastewater transmitted to the wastewater treatment Facilities exceeds the Facilities' design or operating capacity;
 - (ix) operational upset conditions caused by the acceptance of septage or leachate;
 - (x) unavailability of approved lands for the application of sludge.
- (b) OCWA may temporarily cease to provide or reduce the level of provision of Services in the event of an emergency, a breakdown or any Uncontrollable Circumstance. OCWA shall, when practicable, try to give the Client reasonable advance notice of any such occurrence.
- (c) Notwithstanding any other provision of this Agreement, delay in the performance of, or a failure to perform any term of this Agreement by OCWA, shall not constitute default under this Agreement or give rise to any claim for damages suffered by the Client if and to the extent caused by occurrences or circumstances beyond the reasonable control of OCWA (an "Uncontrollable Circumstance"), including but not limited to any circumstances set out in Paragraph 2.2(a), decrees of government, acts of God (including but not limited to hurricanes, tornadoes, floods and other weather disturbances), sabotage, strikes, lockouts and other industrial disturbances, insurrections, war, civil disturbances, pandemics, riots, explosions, fire and acts of third parties.
- (d) The Client recognizes that in an emergency situation or where an Uncontrollable Circumstance exists, OCWA's primary concern will be to use all reasonable efforts to maintain the Facilities in compliance with Environmental Laws and that OCWA may be required to correct a deficiency or deal with the emergency situation without obtaining the Client's prior approval. Should such a situation arise, OCWA shall advise the Client as soon as reasonably possible and shall provide as much information as possible to the Client and will work with the Client to ensure the emergency situation is appropriately addressed.

Section 2.3 - OCWA as Independent Contractor

In performing the Services, OCWA shall be acting as an independent contractor and only to the extent and for the specific purposes expressly set forth herein. Neither OCWA nor its employees, agents or subcontractors shall be subject to the direction and control of the Client, except as expressly provided in this Agreement.

Section 2.4 - Authorized Representatives

Each of OCWA and the Client shall be entitled to designate in writing to the other, one or more individuals who shall be authorized to represent it in connection with the day-to-day

administration of the provisions of this Agreement (the “Authorized Representative(s)”). Each of the Parties shall be entitled to rely on the acts and approvals given by the other Party’s Authorized Representative until such time as it receives a written notification of change of the other Party’s Authorized Representative.

Section 2.5 - Indemnification of the Client

- (a) OCWA shall exonerate, indemnify and hold harmless the Client, its directors, officers, employees and agents from and against Claims which may be suffered or incurred by, accrue against or be charged to or recoverable from the Client to the extent that such Claim is solely attributed to OCWA’s negligence or wilful misconduct when performing the Services, except where such Claim is due to an Uncontrollable Circumstance or to a condition of the Facilities which existed prior to OCWA’s commencement of the Services (a “Pre-existing Condition”), including but not limited to those listed in Schedule F. Such Pre-existing Conditions shall be the ongoing responsibility of the Client. OCWA, in providing these Services, is not responsible, accountable or liable, in any way, for Pre-existing Conditions, either directly or indirectly.
- (b) The Client shall be deemed to hold the provisions of this Section 2.5 that are for the benefit of the Client’s directors, officers, employees and agents in trust for such directors, officers, employees and agents as third party beneficiaries under this Agreement.
- (c) Notwithstanding Paragraph 2.5(a) above, OCWA shall not be liable in respect of any Claim to the extent the Claim is covered by the Insurance.
- (d) Claims by the Client for indemnification from OCWA will follow the Indemnification Process as described in Schedule B.

Section 2.6 - Waiver of Consequential Damages

In no event shall the Parties be liable to each other, and each Party specifically waives as against the other, any and all claims for consequential, incidental, indirect, special or punitive damages resulting in any way from performance or non-performance of this Agreement, whether such damages are characterized as arising under breach of contract or warranty, tort (including negligence), fault, strict liability, indemnity, or other theory of legal liability.

Section 2.7 - Insurance

- (a) OCWA shall maintain, subject to reasonable availability, insurance coverage as described in Schedule E to this Agreement (the “Insurance”) and the Client shall be an additional insured under the Commercial General Liability and Contractor’s Pollution Liability insurance. The Client acknowledges that, given the unpredictability of the insurance market, deductibles and coverage limits may not be available (or may not be reasonably priced) from year to year. Insurance coverage is reviewed annually and the Client will be notified if there is a change in coverage or price increase.

- (b) The Client specifically recognizes and agrees that neither OCWA nor the Crown bears any responsibility for the Pre-existing Condition(s) of the Facilities. As such, OCWA is not required to obtain insurance for this purpose and the Client has or will obtain its own insurance.
- (c) The Client shall be responsible for securing its own insurance for any other operations with which it is involved that are not part of the Services. The Client acknowledges that OCWA's Commercial General Liability and Contractor's Pollution Liability insurance shall not extend to cover any claims, exposure or liability beyond those directly linked to the provision of Services by OCWA staff. The Client further acknowledges that it will have no recourse under OCWA's Commercial General Liability and Contractor's Pollution Liability insurance for any operations that do not form part of the Services.
- (d) In the event of a claim under the Insurance, the payment of deductibles is as specified in Schedule E.
- (e) The policies of insurance obtained by the Client in subsection 2.7(d) shall be primary, notwithstanding other insurance obtained and maintained by OCWA.

ARTICLE 3 - RESPONSIBILITIES OF THE CLIENT

Section 3.1 - Obligations of the Client

- (a) The Client has the full power and authority to enter into and perform its obligations under this Agreement.
- (b) The Client has passed all necessary By-Laws and has obtained all necessary Authorizations to enable it to enter into and perform its obligations under this Agreement and to operate the Facilities, (including, without limitation, any Authorizations required from the Local Planning Appeal Tribunal and the Ministry of the Environment, Conservation and Parks (MECP)), and the Authorizations are in good standing.
- (c) The Client has provided OCWA with a true copy of each of the Authorizations referred to in Paragraph 3.1(b) above prior to the date of this Agreement, including a certified copy of each municipal By-Law required to authorize the Client to enter into and perform its obligations under this Agreement.
- (d) As the owner of the Facilities, the Client is fully aware of its responsibilities and obligations regarding the operation and maintenance of the Facilities under Applicable Laws, including without limitation its responsibilities under the *Safe Drinking Water Act, 2002* (the "SDWA"), the *Ontario Water Resources Act* and the *Occupational Health and Safety Act* (the "OHSA") and their regulations.

- (e) The Client confirms that there are no Pre-existing Conditions existing at the Facilities which would affect OCWA's ability to operate the Facilities in compliance with the terms of this Agreement and Applicable Laws, other than what is listed in Schedule F. The Client acknowledges and agrees that the Client shall be responsible for addressing such Pre-existing Conditions.
- (f) The Client confirms that as of the date of execution of this Agreement, to the best of the Client's knowledge, the Facilities are in compliance with all Applicable Laws.
- (g) The Client is not aware of the presence of any designated substances as defined under the *Occupational Health and Safety Act* (the "OHS") at the Facilities. The Client acknowledges and agrees that it is responsible for dealing with the designated substances (including but not limited to asbestos and lead) in accordance with the OHS and its regulations and to notify OCWA of the location of any designated substances in the Facilities.

Section 3.2 - Covenants of the Client

The Client hereby covenants the following for the benefit of OCWA:

- (a) The Client agrees to promptly pay all amounts owing to OCWA under this Agreement as they become due, including any interest charges on late payments as determined under Section 4.9.
- (b) The Client agrees to promptly provide OCWA with any information relating to the Facilities which could have a bearing on the provision of Services by OCWA, including but not limited to any engineering report prepared in respect of the Facilities, any Authorization or amendment to any Authorization, as well as any governmental notice or order relating to the Facilities.
- (c) The Client agrees to commit the necessary resources to appropriately address and comply with any such reports, Authorizations, notices or orders.
- (d) The Client shall repair, maintain and keep in a good working state, in accordance with good engineering practices and the standards reasonably applicable to an owner of a like facility, all water works that belong to or are under the control of the Client and that distribute water from the Facilities.
- (e) The Client shall repair, maintain and keep in a good working state, in accordance with good engineering practices and the standards reasonably applicable to an owner of a like Facility, all wastewater works that belong to or are under the control of the Client and that collect and transmit wastewater to the Facilities.
- (f) The Client agrees to promptly commit the necessary resources to appropriately address any health and safety issues identified by OCWA which are the responsibility of the Client.

- (g) The Client shall take reasonable steps to ensure that wastewater transmitted to the Facilities complies with the Client's sewer use by-law and any Environmental Laws. If requested by OCWA, the Client shall provide OCWA with copies of the Client's inspection reports (sewer usage, cross-connections, sump pump connections), if available.
- (h) The Client shall inform OCWA if the Facility is to accept septage or leachate. The Client shall provide OCWA with a report of a professional engineer indicating that the Facility is capable of handling such additional Loadings. The Client shall provide OCWA with a list of haulers from which OCWA is to accept septage or leachate at the Facility. OCWA shall not be responsible for any operational impacts caused by the septage or leachate. The Client shall be fully responsible for any additional costs incurred as a result of the acceptance of septage or leachate at the Facility.

Section 3.3 - Exoneration and Indemnification of OCWA

- (a) Subject to Paragraph 3.3(c) below, the Client shall exonerate, indemnify and hold harmless OCWA, its directors, officers, employees and agents and Her Majesty the Queen in Right of Ontario, as represented by the Minister of the Environment, Conservation and Parks and all directors, officers, employees and agents of the Ministry of the Environment, Conservation and Parks (collectively referred to as the "Indemnified Parties") from and against any and all Claims which may be suffered or incurred by, accrue against, or be charged to or recoverable from any one or more of the Indemnified Parties that is solely attributed to the Client's negligence or wilful misconduct.
- (b) OCWA shall be deemed to hold the provisions of this Article 3 that are for the benefit of OCWA's directors, officers, employees and agents and the other Indemnified Parties as defined above, in trust for all such Indemnified Parties as third party beneficiaries under this Agreement.
- (c) Claims by OCWA for indemnification from the Client will follow the Indemnification Process as described in Schedule B.
- (d) Notwithstanding Paragraph 3.3(a) above, the Client shall not be liable in respect of any Claim:
 - (i) to the extent that such Claim is covered by the Insurance; however, the Client shall be responsible for any deduction or self-insured retention amount in accordance with Schedule E; and
 - (ii) to the extent that such Claim is caused solely by OCWA's negligence or wilful misconduct in providing the Services.

ARTICLE 4 - TERM, PAYMENT FOR SERVICES AND OTHER CHARGES

Section 4.1 - Initial Term of Agreement

This Agreement shall start on the Effective Date and shall continue in effect for an initial term of five (5) years, ending on December 31, 2026 (the “Initial Term”) and then may be renewed for successive five (5)-year terms (each a “Renewal Term”) upon agreement between the Parties, subject to Sections 4.3 and 6.1 of this Agreement.

Section 4.2 - Annual Price for the Initial Term

Subject to any adjustments made pursuant to other provisions of this Agreement, the Client shall pay OCWA a price for the Services for each Year of the Initial Term as described in Schedule D.

Section 4.3 - The Annual Price in Renewal Terms

The Annual Price for any Renewal Term will be as agreed between the Client and OCWA. If the Parties cannot agree on the Annual Price for any Renewal Term within six (6) months of the beginning of the last Year of either the Initial Term or the Renewal Term, as the case may be (the “Current Term”), then this Agreement will be terminated twelve (12) months after the last day of the Current Term unless the Parties mutually agree to extend the term of the Agreement. During this twelve (12) month period or mutually agreed upon extension period, the Client shall pay the Annual Price paid for the last Year of the Current Term, plus an adjustment for inflation calculated as described in Schedule D, pro-rated over that period.

Section 4.4 - Payment of the Annual Price

The Client shall pay OCWA the Annual Price for each Year of the Initial Term or any Current Term, in twelve (12) equal monthly payments, in advance, on the first day of each month. The first payment shall be due and payable on January 1, 2022. Payment shall be made by the Client by pre-authorized bank debit from a bank account designated by the Client.

Section 4.5 - Items Not Included in the Annual Price

The Annual Price, as further described in Schedule “D”, for each Year of the Initial Term and any Renewal Term, covers all charges for the Services, but does not include any charges for the following:

- a) any Capital Projects (as defined in Paragraph 4.7(a) below) or costs resulting from any failure of the Client to implement reasonably recommended Major Maintenance Expenditures;
- b) costs or charges for services resulting from a Change in Applicable Laws;
- c) Unexpected Expenses (as defined in Paragraph 4.8(a) below);

- d) Hydro/Utility costs, Propane in North Cobalt, Generator Fuel;
- e) charges for any Optional Services that are provided by OCWA to the Client;
- f) costs and charges associated with providing and/or maintaining continuous monitoring technology (SCADA technology) used in respect of the Facility;
- g) generator annual preventative and major maintenance, third party costs, parts and supplies;
- h) process chemicals and online instrumentation reagents are considered to be a flow through expense at cost plus a service fee of 8% to be paid by the Client through OCWA at the end of each quarter;
- i) third party DWQMS audits; and
- j) The Client is responsible for all costs related to the handling and disposal of sludge and grit at the Facilities.

Section 4.6 - Major Maintenance Expenditures

- (a) “Major Maintenance Expenditures” means the charges for all non-routine, non-repetitive activities, repair or replacement of machinery or equipment required for the continuity of operations, safety, and operating performance of the Facilities that are necessary to prevent or correct a failure of any component of the equipment which is not included as part of Routine Maintenance including labour charges, together with the Service Fee or fixed fee basis.
- (b) No later than August 31st of each Year this Agreement is in force, or a date as the Parties may agree in writing, OCWA will provide the Client with rolling five (5)-year recommendations for Major Maintenance Expenditures required for the long term operation of the Facility. During each Year of the Agreement the Client shall provide written approval of the estimate or revised estimate authorizing OCWA to incur that Year's Major Maintenance Expenditures included in the estimate (the “Approved Major Maintenance Expenditures”). The Major Maintenance Expenditure recommendations will be divided in 3 categories, capital, annual replacement and inventory needs.
- (c) OCWA will invoice the Client for the Approved Major Maintenance Expenditures together with supporting documentation and the Client shall pay the invoice within thirty (30) days of the date of invoice.

Section 4.7 - Capital Projects

- (a) “Capital Projects” means changes and improvements to the Facilities which include the installation of new technology, improvements to the efficiency, performance and operation of the Facilities, replacement of major pieces of equipment, structural modifications to the Facilities and the construction and commissioning of new Facilities.
- (b) During the term of this Agreement, the Client may request OCWA to undertake Capital Projects for the Client. The terms and conditions of such Capital Projects including the fee shall be negotiated by OCWA and the Client.

Section 4.8 - Unexpected Expenses

- (a) “Unexpected Expenses” means unanticipated expenditures or additional costs which may include Major Maintenance Expenditures in addition to the Approved Major Maintenance Expenditures, that OCWA reasonably incurs in order to address a Change in Applicable Laws, any Uncontrollable Circumstance, any work required by regulatory order (e.g. MECP or MOL) or identified through an inspection (e.g. ESA, MECP, MOL) that is not solely the result of OCWA’s negligence in performing the Services or any other emergency situation, together with the Service Fee.
- (b) In the event that OCWA is required to incur Unexpected Expenses, the prior approval of the Client with respect to those Unexpected Expenses will be required only if time permits. Within ten (10) days of incurring the Unexpected Expenses, OCWA will provide the Client with a report detailing the reasons the Unexpected Expenses were incurred.
- (c) Any Unexpected Expenses will be invoiced to the Client together with appropriate supporting documentation, and the Client shall pay the invoice within thirty (30) days of the date of the invoice.

Section 4.9 - Interest on Late Payments

- (a) **Monthly Payment of Annual Fee.** If the Client’s monthly payment of the Annual Fee is not available in OCWA’s designated bank account on the agreed to date of payment, OCWA will notify the Client that the funds were not available. Interest will be charged to the Client starting from the day after the payment was due in the account. Interest shall be paid at a rate determined by the Minister of Finance, from time to time, as payable on overdue accounts, in accordance with the Lieutenant Governor in Council under s.10(4) of the *Financial Administration Act*, R.S.O. 1990, c.F.12, plus any banking charges and an administrative fee.
- (b) **Other Invoices.** Invoices, other than for the monthly payment set out in Section 4.8(a) above, shall be paid no later than thirty (30) days from the date of the invoice and interest shall begin to accrue one (1) day after the payment is due.

Section 4.10 - Partial Payment of Disputed Invoices

If the Client disputes any portion of an invoice, the Client shall pay to OCWA the undisputed portion of the invoice by the due date set out herein and provide OCWA with written notice of such dispute by the due date. Failure to provide such written notice of any such dispute will act as a waiver of any defence or justification for failing to pay the full amount of the invoice by the due date. Within ten (10) days of resolution of the disputed amount, the Client shall pay to OCWA all amounts determined to be payable to OCWA, plus interest in accordance with Section 4.9(a).

Section 4.11 - Hydro Costs/Utility Costs

OCWA is not responsible for paying any Hydro/Utility Costs in respect of the Facilities. The Client shall pay all Hydro/Utility Costs.

Section 4.12 - Optional Services

- (a) If requested by the Client, OCWA may provide Optional Services to the Client by Change Order as set out in Schedule H, provided that the Client and OCWA agree in writing to the specific scope of work required.
- (b) Unless otherwise agreed to in writing, fees for Optional Services which OCWA agrees to provide to the Client shall be billed directly to the Client on a time and materials basis as described in Schedule D.
- (c) Once OCWA has agreed to provide Optional Services to the Client, the Optional Services shall be subject to the terms and conditions of this Agreement, with any necessary changes having been made.
- (d) The labour and mileage rates described in Schedule D will be reviewed annually by OCWA and may be subject to change.

Section 4.13 - Changes to the Agreement

- (a) A Change to the Agreement may be carried out after execution of this Agreement by Change Order. A Change Order shall be based upon agreement between the Parties and shall be reflected in a Change Order Form.
- (b) The Parties shall execute a Change Order Form, which shall be substantially in the form found in Schedule H which will state their agreement upon all of the following:
 - (i) the services to be provided;
 - (ii) fees for the services provided under the Change Order;
 - (iii) the extent of the adjustment to the maintenance and operating schedule, if any;
 - (iv) the extent of any adjustments to the Annual Price, if any; and
 - (v) all other effects that the change has on the provisions of this Agreement.

Section 4.14 – Chemical Costs

The Chemical Costs are not included in the Annual Price. OCWA will invoice the Client for all chemical costs plus a service fee of 8%. OCWA will invoice the Client for chemicals quarterly with backup documentation.

Section 4.15 – Laboratory Costs

Laboratory Costs are included in the agreement to a maximum of \$57,100 for year one, plus CPI for year 2 and subsequent years on a cumulative basis. Costs will be reconciled annually. If total annual laboratory costs are over the included amount, the Client will be billed the excess amount, if the total annual laboratory costs are less than the included amount, the surplus will be credited to the Client's account.

ARTICLE 5 - DISPUTE RESOLUTION

Section 5.1 - Mediation

- (a) If a dispute arises between the Client and OCWA which cannot be resolved within a reasonable time, then the issue shall be referred to a mediator.
- (b) The fees and expenses of the mediator shall be divided equally between the Parties.
- (c) Involvement in mediation is on a without prejudice basis and does not preclude and is not a bar to either Party pursuing whatever legal remedies may be available, including litigation.

ARTICLE 6 - TERMINATION

Section 6.1 - Termination of Agreement

- (a) At least one (1) calendar year before the expiry of the Current Term, the Client shall notify OCWA in writing whether it wishes to terminate or renew this Agreement at the end of the Current Term. However, OCWA reserves the right to decline to renew the Agreement by notifying the Client in writing of its decision to decline, within thirty (30) days of receipt of the Client's written request to renew.
- (b) During the Initial Term or any Renewal Term, this Agreement may only be terminated by either the Client or OCWA by giving at least thirty (30) days' notice in writing to the other Party if:
 - (i) there has been a material breach of the Agreement;

- (ii) the Party complaining of the breach has given written notice of the breach to the other Party; and
 - (iii) the other Party does not correct the breach within thirty (30) days of receiving the notice.
- (c) If either Party disputes the existence of a breach or that the breach is material, then the dispute may be referred to mediation under Section 5.1 of this Agreement.

Section 6.2 - Early Termination

If this Agreement is terminated for any reason prior to the expiry of the Current Term, then the Client shall pay OCWA for all Services provided up to the date of termination, as well as any costs relating to the early termination, including but not limited to demobilization and severance costs (in accordance with the collective agreements between OCWA and its employees); the costs associated with the removal of remote monitoring and control systems installed by OCWA; the costs of cancelling agreements with suppliers and subcontractors; as well as any previously incurred Major Maintenance Expenditures, costs related to Capital Projects, Unexpected Expenses and Optional Services.

Section 6.3 - Inventory Count of Consumables/Supplies

OCWA and the Client will conduct an inventory count of consumables/supplies at the Facilities on the first day of the Initial Term or as soon as the Parties may agree. If OCWA no longer operates the Facilities at termination of this Agreement, OCWA shall either:

- (a) ensure that there is the same amount of consumables/supplies at the Facilities on the date of termination as there was on the first day of the Initial Term; or
- (b) reimburse the Client for any shortfall.

If the amount of consumables/supplies at the Facilities on the date of termination exceeds the amount on the first day of the Initial Term, the Client will either reimburse OCWA for any excess or OCWA may take possession of any excess, as OCWA may determine.

Section 6.4 - Final Settlement

If OCWA ceases to operate the Facilities, there shall be a final settlement of all accounts with respect to the Annual Price and any other expenses incurred by OCWA and amounts owing by or to the Client under this Agreement, no later than ninety (90) days after OCWA ceases to provide the Services or thirty (30) days after OCWA has provided the Client with a final invoice, whichever comes later.

Section 6.5 - Transfer of Operations

Upon the termination of this Agreement, OCWA will return the following to the Client:

- (a) The log books for the Facilities.
- (b) The original operations manuals that were provided by the Client to OCWA at the commencement of the Services with all updates to the expiry date of the Agreement.
- (c) A list of emergency phone numbers from the contingency plan binders used by OCWA staff in respect of the Facilities.
- (d) Maintenance and repair records of equipment at the Facilities in electronic format.
- (e) The operational plans under the Drinking Water Quality Management Standard (DWQMS) and any Standard Operating Procedures (SOPs) identified in the DWQMS.

Section 6.6 - Restrictions on Recruitment of OCWA's Employees

During the term of this Agreement and for one (1) year following the termination of this Agreement, the Client shall not solicit or recruit any employee of OCWA, nor induce any OCWA employee to leave his or her employ to work at the Facilities, unless mutually agreed to in writing by the Client and OCWA.

ARTICLE 7 - GENERAL

Section 7.1 - Ownership of Technology

The Client acknowledges and agrees that in providing the Services, OCWA may utilize certain technology developed by or for OCWA, for example, OCWA's WMMS, Outpost 5 and/or PDM (the "Technology"). The Client further agrees that use of the Technology by OCWA with respect to the Facilities does not in any way give the Client any ownership or licensing rights in or to the Intellectual Property Rights to the Technology unless otherwise agreed to in writing between the Parties. For greater certainty, nothing in this Section 7.1 shall be interpreted as requiring OCWA to provide the Client with the Technology and any upgrades or other similar technology in respect of the Facilities as part of the Annual Price.

Section 7.2 - Agreement to Govern

If there is any inconsistency between the main body of this Agreement and any Schedule to this Agreement, then the provision in the main body of this Agreement shall govern.

Section 7.3 - Entire Agreement

This Agreement constitutes the entire agreement between the Client and OCWA with respect to the subject matter hereof and cancels and supersedes any prior understandings, undertakings, representations, warranties, terms, conditions and agreements, whether collateral, express, implied or statutory, between the Client and OCWA with respect thereto.

Section 7.4 - Amendments and Waivers

No amendment to this Agreement will be valid or binding unless it is in writing and duly executed by both of the Parties hereto. No waiver of any breach of any provision of this Agreement will be effective or binding unless it is in writing and signed by the Party purporting to give such waiver and, unless otherwise provided, will be limited to the specific breach waived.

Section 7.5 - Successors and Assigns

This Agreement shall operate to the benefit of and be binding upon, the Parties hereto and their successors and assigns. This Agreement may be assigned in the discretion of either Party.

Section 7.6 - Survival

All outstanding payment obligations, and the confidentiality obligation under Section 7.11, shall survive indefinitely the termination of this Agreement.

Section 7.7 - Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and everything else in this Agreement shall continue in full force and effect.

Section 7.8 - Notices

(a) All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to be properly given if hand-delivered, sent by email, sent by confirmed facsimile or by registered mail postage prepaid, return receipt requested, or by courier, to the Parties at their respective addresses as set forth below, or to such other addresses as the Parties may advise by like notice. Such notices if sent by email, facsimile, registered mail or courier shall be deemed to have been given when received.

(i) if to the Client:

City of Temiskaming Shores
P.O. Box 2050 / 325 Farr Dr.
Haileybury, ON P0J 1K0

Telephone: 705-672-3363
Email: sburnett@temiskamingshores.ca
Attention: Manager of Environmental Services

(ii) if to OCWA:

Ontario Clean water Agency

31 Station Rd.
P.O. Box 549
Kirkland Lake ON P2N 3J5

Telephone: 1-705-567-3955, ext. 3221
Email: ENielson@ocwa.com
Attention: Eric Nielson, Regional Manager

- (b) A Party to this Agreement may change its address for the purpose of this Section by giving the other Party notice of such change of address in the manner provided in this Section.

Section 7.9 - Counterparts

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

Section 7.10 - Freedom of Information

The Parties understand that this Agreement and any materials or information provided to OCWA through the performance of the Services may be subject to disclosure under the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F.31, as amended, or as otherwise required by law.

Section 7.11 - Confidentiality

The Parties shall strictly maintain confidential and secure all material and information provided, directly or indirectly, by the other Party pursuant to this Agreement. Subject to relevant legislation related to freedom of information or the protection of privacy and any other laws, neither Party shall directly or indirectly disclose to any person, either during or following the term of this Agreement, any such material or information provided to it by the other Party without first obtaining the written consent of the Party who provided such material or information, allowing such disclosure.

Section 7.12 - Change in Circumstance

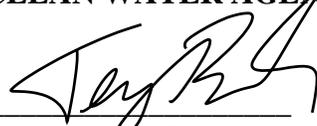
- (a) In the event that there is a change in circumstances or condition that is not covered under the terms of this Agreement, including, without limitation, a Change in Applicable Laws or change in the scope of services provided (a "Change in Circumstance"), then the Party asserting the occurrence of such Change in Circumstance shall give written notice to the other Party, and the written notice shall contain:
- (i) details of the Change in Circumstance;
 - (ii) details of the inadequacy of this Agreement; and
 - (iii) a proposal for an amending agreement to remedy the Change in Circumstance.

- (b) The Parties shall negotiate in good faith any amendments to this Agreement necessary to give effect to or comply with the Change, including any adjustments to the Annual Price or the Services to be provided, which shall be effected as of the date of the Change. If the Parties dispute the existence of a Change, or the recommendation proposed to rectify the Change or the terms and provisions of any amendment to the Agreement, then either Party may refer the dispute to mediation under Article 5, Dispute Resolution.

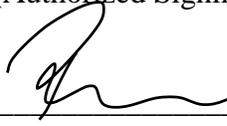
IN WITNESS WHEREOF the Parties have duly executed this Agreement.

ONTARIO CLEAN WATER AGENCY

Sept 29/21
Date of Signing

By: 
(Authorized Signing Officer)

Sept 30/21
Date of Signing

By: 
(Authorized Signing Officer)

**THE CORPORATION OF THE CITY OF
TEMISKAMING SHORES**

Date of Signing

By: _____
(Authorized Signing Officer)

Date of Signing

By: _____
(Authorized Signing Officer)

SCHEDULE A - The Facilities

Part 1. Description of the Facilities

For the purposes of this Agreement, the description of the Facilities is set out in the following document(s):

Haileybury Water Treatment Plant - 322 Browning Street, Haileybury, ON POJ 1KO

The water treatment system is a chemically assisted filtration process and air scour backwash system. The low lift station has submersible turbine pumps. The chemicals are added for process.

The facility includes an off-site reservoir located at 400 Niven St. South, Haileybury, Ontario POJ 1KO- which has a low pressure gravity and high pressure booster pump distribution system.

Haileybury Wastewater Treatment Plant - 275 View Street Haileybury, Ontario POJ 1KO

The wastewater treatment plant consists of treatment tanks. The treatment method is extended aeration with comminutor, aeration tanks, final clarifier, sludge holding and chlorine disinfection chamber. The main utility building houses a laboratory, blower room, chemical storage control room and workshop.

The facility includes two (2) sanitary lift stations; Farr Drive Lift Station located adjacent to the treatment plant which pumps the raw influent to the treatment facilities and a second lift station located at 694 Lakeshore Rd. S. known as the Brewster Street Lift Station.

North Cobalt Multi-Cell Aerated Lagoon System -543083 Proctors Rd, North Cobalt, ON POJ 1KO

This facility has a service building with laboratory, control room, chemical treatment supply and storage area workshop, and disinfectant effluent system. A cell aerated lagoon treatment system has continuous discharge into Mill Creek. There is yard piping influent chamber, grit channel and sludge holding cells on site.

This facility includes two (2) lift stations within the collection system known as the Groom Drive Sanitary Lift Station and the Station Street Sanitary Lift Station.

Pumping Station No. 2 Station St., North Cobalt, ON POJ 1KO

Pumping Station No. 3 (Queen) Groom Dr., North Cobalt, ON POJ 1KO

Dymond Reservoir -286 Raymond Street, Lot 9, Conc. 4, Township of Dymond

A reservoir/pump station consisting of a single story concrete building housing the high lift pumps, valves, emergency stand- by power unit, sodium hypochlorite chemical feed systems, chlorine residual and turbidity monitoring units and alarm systems. The on-site reservoir

consists of interconnected baffled cells .

New Liskeard/ Dymond Wastewater Treatment -177304 Bedard Road , Township of Dymond and Various Sanitary Lift Stations within the Collection System

Wastewater treatment lagoon consisting of aerated lagoons, equipped with a diffused air aeration system and air blowers housed in an on- site building with discharge into the Wabi River. Phosphorous removal is practiced and accomplished by the addition of Ferric Sulphate with an in- building storage tank and a metering pump system provided.

There are seven (7) pumping stations and two (2) siphon chambers within the collection system as follows:

Niven Street North (main pumping station) - – 185 Niven Street North - 800 KVA genset, has three pumps all enclosed in a building.

Whitewood Avenue Lift Station - – 57 Riverside Drive at the south side of the Wabi River - Has three pumps in a submersible pump station (outdoor) configuration and one bypass pump with emergency hypochlorination equipment in a small building.

Cedar Street Lift Station (by arena) two pumps - very small submersible station, no building.

Montgomery Street Lift Station- – 125 Montgomery Avenue - 9.4 KVA generator, two pumps in a submersible station in a small building.

Murray Street - Siphon Chamber for Whitewood LS- Mouth of Wabi River- concrete structure. UTN NAD 17 0600350E 5262610N

Pine Street West - Siphon Chamber for Niven St LS.-Concrete Structure UTM NAD 17 0599480E 5263258N

Goodman Lift Station - 132 Jaffray Street

Gray Road Lift Station – 783495 Gray Road, Dymond, P0J 1P0

Elm Avenue and Robert Street Pumping Station- New Liskeard

New Liskeard Water Treatment -305 McCamus Avenue, New Liskeard

Groundwater supply consisting of two water wells

Well No.3 - New Liskeard- 301 McCamus Avenue, New Liskeard - includes a pump, located adjacent to filter plant site

Well No.4 - New Liskeard- 301 McCamus Avenue, New Liskeard - includes a pump, located in the filter plant site

Treatment and storage facility consisting of an iron removal plant consisting of pressurized filters, chlorination system, aeration system, clearwells, high lift pumps.

The off-site storage reservoir is located at 177102 Shepherdson Road.

Municipal Recreational Facilities

Bucke Park – 523060 Bucke Park Rd. Temiskaming Shores

Haileybury Beach – 309 Broadway Street, Haileybury, POJ 1K0

Water Distribution Systems

Haileybury Distribution System

New Liskeard Distribution System

SCHEDULE B - Definitions

In this Agreement, the following terms are defined below or in the section in which they first appear:

“Agreement” means this agreement together with Schedules A, B, C, D, E, F, G, and H attached hereto and all amendments made hereto by written agreement between OCWA and the Client.

“Annual Price” is defined in Section 1 under Schedule D of this Agreement.

“Applicable Laws” means any and all statutes, by-laws, regulations, permits, approvals, standards, guidelines, certificates of approval, licences, judgments, orders, injunctions, authorizations, directives, whether federal, provincial or municipal including, but not limited to all laws relating to occupational health and safety matters, fire prevention and protection, health protection and promotion, land use planning, environment, Building Code, or workers’ compensation matters and includes Environmental Laws.

“Approved Major Maintenance Expenditures” is defined in Paragraph 4.6(b) of this Agreement.

“Authorizations” means any by-laws, licences, certificates of approval, permits, consents and other authorizations or approvals required under Applicable Laws from time to time in order to operate the Facilities.

“Authorized Representative(s)” is defined in Section 2.4 of this Agreement.

“Business Days” means a day other than a Saturday, Sunday or statutory holiday in Ontario.

“Business Hours” means the hours between 8:00 a.m. and 4:00 p.m. on a Business Day.

“Capital Projects” is defined in Section 4.7(a) of this Agreement.

“Change in Applicable Laws” means the enactment, adoption, promulgation, modification, issuance, repeal or amendment of any Applicable Laws that occur after the date this Agreement is executed by both Parties.

“Change Order” means the document shown in Schedule “H” describing the changes to the Agreement agreed to by both parties.

“Chemical Costs” is defined in Section 4.14.

“Claim” means any claim, fine, penalty, liability, damages, loss and judgments (including but not limited to, costs and expenses incidental thereto).

“CPI Adjustment” means the percentage difference between the Statistics Canada Consumer Price Index, All Items (Ontario) (“CPI”) during September of the previous Year as compared to

the CPI of September of the current Year. For example, the CPI Adjustment for Year 2021 is the CPI of September 2020 divided by the CPI of September 2019.

“Current Annual Chemical Cost” is defined in Section 4.14

“Current Term” is defined in Paragraph 4(c) under Schedule D of this Agreement.

“Crown” means Her Majesty the Queen in Right of Ontario.

“Drinking Water Quality Management Standard (DWQMS)” means the standard that sets out the minimum requirements for the operation of a drinking water system.

“Effective Date” is defined on Page 1 of this Agreement.

“Environmental Laws” means, any and all statutes, by-laws, regulations, permits, approvals, certificates of approval, licences, judgments, orders, judicial decisions, injunctions, and authorizations related to environmental matters or occupational health and safety and which are applicable to the operation of water and wastewater treatment facilities.

“ESA” means the Electrical Safety Authority.

“Facilities” is defined in Paragraph (b) of the Recitals to this Agreement and further described in Schedule A.

“Hydro Costs” means hydroelectricity costs due to the operation and maintenance of the Facilities.

“Indemnification Process” means the procedures a Party is required to follow to obtain indemnification:

- (a) upon receipt of a Claim, or notice of claim, the Indemnified Party shall immediately forward such Claim or notice of Claim to the Indemnifying Party;
- (b) if requested by the Indemnifying Party, the Indemnified Party shall provide all documentation relating to the Claim or notice of Claim;
- (c) the Indemnified Party shall take such steps necessary to protect its right to defend such Claim or notice of Claim and shall assign such right to the Indemnifying Party including any subrogation rights;
- (d) the Indemnifying Party shall not settle any Claim, or notice of Claim without the prior written consent of the Indemnified Party; and
- (e) the Indemnified Party shall have the right to take-over the defence of any Claim, or notice of Claim and the Indemnifying Party shall fully co-operate with such action.

“Indemnified Parties” is defined in Paragraph 3.3(a) of this Agreement.

“Indemnifying Party” means the Party responsible for dealing with any Claims and paying out any Claims.

“Initial Term” is defined in Section 4.1 of this Agreement.

“Insurance” is defined in Paragraph 2.7(a) and further described in Schedule E.

“Intellectual Property Rights” means any copyright, trademark, patent, registered design, design right, topography right, service mark, application to register any of the aforementioned rights, trade secret, rights in unpatented know-how, right of confidence and any other intellectual or industrial property rights of any nature whatsoever in any part of the world.

“Major Maintenance Expenditures” is defined in Paragraph 4.6(a) of this Agreement.

“MECP” means the (Ontario) Ministry of the Environment, Conservation and Parks.

“MOL” means the (Ontario) Ministry of Labour.

“OHSA” means the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1.

“Optional Services” means any services not included in the Annual Price that the Client and OCWA agree in writing to designate as “Optional Services” subject to Section 4.12.

“Outpost 5” means a remote monitoring and control system designed and constructed by OCWA and its consultants for the purpose of monitoring and controlling processes at water treatment facilities and their related parts.

“Overall Responsible Operator” means the person who will act as the overall responsible operator pursuant to Section 23 of O. Reg. 128/04 under the *Safe Drinking Water Act, 2002* (the “SDWA”) and Section 15 of O. Reg. 129/04 under the *Ontario Water Resources Act* (the “OWRA”) in respect of the Facilities.

“OWRA” means the *Ontario Water Resources Act*, R.S.O. 1990.

“Parties” is defined in Paragraph (d) of the Recitals to the Agreement.

“PDM” or **“Process Data Management”** means technology that allows process data to be entered into a format that can be viewed, manipulated and retrieved in the form of customized reports.

“Pre-existing Condition” is defined in Section 2.5 of this Agreement.

“Renewal Term” is defined in Section 4.1 of this Agreement.

“Routine Maintenance” means regular and/or repetitive activities recommended by the equipment or facility manufacturer or practices of a prudent operator to maintain the reasonably expected service life of the equipment and components thereof and includes preventative maintenance.

“SCADA” means Supervisory Control and Data Acquisition.

“SDWA” means the *Safe Drinking Water Act, 2002*, S.O. 2002 c.32.

“Service Fee” is defined and described in Schedule D.

“Services” is defined in Section 2.1 of this Agreement.

“Technology” is defined in Section 7.1 of this Agreement.

“Uncontrollable Circumstance” is defined in Paragraph 2.2(c) of this Agreement.

“Unexpected Expenses” is defined in Paragraph 4.8(a) of this Agreement.

“Utility Costs” means the costs of natural gas used in the operation of the Facilities.

“WMMS” or **“Work Management Maintenance System”** means a computer program used to determine a program of preventive maintenance activities for equipment in a facility based on a risk analysis that considers factors such as equipment life expectancy, present value and replacement cost.

“Year” means the three hundred and sixty-five (365) day period from January 1st of the calendar year.

SCHEDULE C - The Services

Part 1 - Services included in the Annual Price

OCWA will provide the following services:

1. Staffing

- (a) certified operator(s) to attend at the Facilities as required under normal operating conditions on Business Days and during Business Hours and supply other personnel as may be necessary to operate, maintain and manage the Facilities under normal operating conditions in compliance with the requirements of Applicable Laws, terms of an Agreement, including management, operation, routine maintenance, administration and reporting;
- (b) supply a certified operator(s), who will be on call 24 hours per day, 365 days per year to respond to emergency conditions in respect of the operation of the Facilities, with all costs charged to the Client in accordance with Appendix D herein;
- (c) provide all necessary training and continuing education for OCWA staff to ensure the continued operation of the Facilities, in accordance with all Applicable Laws;
- (d) provide an Overall Responsible Operator for the Facilities.

2. Regulatory and Facility Performance Reporting

- (a) prepare and submit all reports to the Client and the MECP respecting the operation and maintenance of the Facilities as required by the MECP or any other regulatory agency or body having jurisdiction at the time of the Agreement, including Environmental Compliance Approval (ECA), Wastewater Systems Effluent Regulations (WSER), Municipal Drinking Water License (MDWL), Drinking Water Works Permit (DWWP) and Permit to take Water (PTTW);
- (b) prepare for and accommodate MECP for inspections;
- (c) review any inspection reports prepared by the MECP in respect of the Facilities and, subject to any approvals of the Client, either correct or negotiate with the MECP amendments to a deficiency;
- (d) report to the Client and the MECP non-compliance with a regulatory requirement;
- (e) maintain Drinking Water Quality Management Standard;
- (f) OCWA shall provide a facility performance report for each facility, within forty-five (45) days of the completion of each quarter or such other period as the Client and OCWA may agree upon.
 - a. Additional reports shall include:

- b. Quarterly maintenance work summary
 - c. Quarterly call-in summary
- 3. Operations Manuals
 - (a) Recommend to the Client, any section in the operating manuals that should be modified/changed to ensure that the operating manuals reflect the actual or revised approach to operating the Facilities; which recommendations may require third party assistance.
- 4. Initial Inventory
 - (a) develop and maintain an inventory of the Client's original equipment tools and attractables in place as of the effective date of the Agreement;
 - (b) develop inventory of critical spare parts.
- 5. Change In Laws
 - (a) Notify the Client of any modifications or changes to the Services or the Facilities required to comply with any Change in Laws and subject to Client approval make the required modifications or changes at an additional cost.
- 6. Facility Emergency Preparedness
 - (a) prepare and revise, as necessary, an Emergency Plan for the Facilities consistent with the requirements of the Applicable Laws and the Client's Emergency Plans;
 - (b) establish procedures for managing foreseeable emergencies or abnormal conditions affecting the Facilities.
- 7. General
 - (a) good housekeeping to maintain a safe work environment;
 - a. This includes snow removal on walkways and doorways
 - b. Temiskaming Shores will ensure snowbanks and driveways are cleared , both inside and outside the fencing following winter snow events
 - (b) Operate and maintain security systems at the Facilities by monitoring the CCTV and locking fences and gates and notifying the Client of the need for any repairs (security alarm systems, fences, gates);
 - (c) provide mobile communications services;
 - (d) Grass cutting around the facility buildings

8. Major Maintenance Recommendations

- (a) before August 31st (as per agreement 4.6(b), prepare a report outlining the foreseeable Major Maintenance Expenditures for all facilities, annual replacement needs, inventory needs and Capital Projects required for the Facilities, complete with cost estimates for the Client's budgeting purposes;

A - Services for Water Treatment System

9. Routine Operations & Maintenance:

- (a) in providing routine operation of the Facilities, OCWA will conduct:
 - (i) visual inspection of all buildings, equipment and Facilities insofar as can be observed while these are in service;
 - (ii) instrumentation cleaning, calibration;
 - (iii) sampling and/or on-site analysis;
 - (iv) sample collection, preservation, packing and shipment for off-site analyses as required by Applicable Laws at the time of the commencement of this Agreement;
 - (v) coordination of chemical supply with chemical vendors;
 - (vi) checks and responses to alarms during Business Hours;
 - (vii) inspection of process control equipment to ensure proper operation of disinfection system, coagulation, flocculation, sedimentation, filtration system, pumps, valves, chemicals system, online monitors and standby power;
 - (viii) maintenance of daily on-site logs and records, including process control log sheets, laboratory data log sheets, bypass reports and routine checklists as required by Applicable Laws;
 - (ix) consolidation and processing of OCWA's internal operational data forms for statistical input into a reporting system for the quarterly report;
 - (x) recording and analysis of flows, chemicals used, residuals and other process readings as required;
 - (xi) utilize Client's SCADA system for trending review and reporting, gap analysis, testing, and compliance;
 - (xii) maintenance of vehicle(s) used in providing the services, including fuel and any other operating costs associated with such vehicle(s);

- (b) perform Routine Maintenance on the equipment used in the operation of the Facilities as specified in the maintenance management system including mechanical, electrical, instrumentation and communication;
- (c) perform generator regular monthly testing;
- (d) utilize a maintenance management system which shall record information related to the maintenance of the Facilities;

B - Services for Water Distribution System

10. Operations & Maintenance

- (a) in providing routine operation of the Facilities, OCWA will conduct:
 - (i) visual inspection of all buildings, equipment and Facilities insofar as can be observed while these are in service;
 - (ii) instrumentation cleaning, calibration;
 - (iii) sampling and/or on-site analysis;
 - (iv) sample collection, preservation, packing and shipment for off-site analyses as required by Applicable Laws at the time of the commencement of this Agreement;
 - (v) laboratory sampling, analysis and reports as required by Applicable Laws at the time of the commencement of this Agreement;
 - (vi) coordination of chemical supply with chemical vendors;
 - (vii) checks and response to alarms during Business Hours;
 - (viii) inspection of process control equipment to ensure proper operation of disinfection system, pumps, valves, chemicals system;
 - (ix) maintenance of daily on-site logs and records, including process control log sheets, laboratory data log sheets, and routine checklists as required by Applicable Laws;
 - (x) consolidation and processing of OCWA's internal operational data forms for statistical input into a reporting system for the quarterly report;
 - (xi) detection of significant water loss based on monitoring of flow readings and ground water reservoir's for levels and pressures
 - (xii) recording and analysis of flows, chemicals used, residuals and other process readings as required;
 - (xiii) utilize Client's SCADA system (if applicable) for trending review and reporting, gap analysis, testing, and compliance;

- (xiv) maintenance of vehicle(s) used in providing the services, including fuel and any other operating costs associated with such vehicle(s);
- (xv) operation and visual inspection of the reservoir;
- (b) perform Routine Maintenance on the equipment used in the operation of the Facilities as specified in the maintenance management system including mechanical, electrical, instrumentation and communication;
- (c) implement and utilize a maintenance management system which shall record information related to the maintenance of the Facilities;
- (d) Provide ORO services

C – Services for Water Wells

11. Operations & Maintenance

- (a) in providing routine operation of the Facilities, OCWA will conduct:
 - (i) visual inspection of all buildings, equipment and Facilities insofar as can be observed while these are in service;
 - (ii) instrumentation cleaning, verification of calibration (not certified);
 - (iii) sampling and/or on-site analysis;
 - (iv) sample collection, preservation, packing and shipment for off-site analyses as required by Applicable Laws at the time of the commencement of this Agreement;
 - (v) laboratory sampling, analysis and reports as required by Applicable Laws at the time of the commencement of this Agreement;
 - (vi) coordination of chemical supply with chemical vendors;
 - (vii) checks and response to alarms during Business Hours;
 - (viii) inspection of process control equipment to ensure proper operation of disinfection system, pumps, valves, chemicals system, standby power, online monitors;
 - (ix) maintenance of daily on-site logs and records, including process control log sheets, laboratory data log sheets, bypass reports and routine checklists as required by Applicable Laws;
 - (x) consolidation and processing of OCWA's internal operational data forms for statistical input into a reporting system for the quarterly report;
 - (xi) recording and analysis of flows, chemicals used, residuals and other process readings as required;

- (xii) utilize Client's SCADA system (if applicable) for trending review and reporting, gap analysis, testing, and compliance;
- (xiii) maintenance of vehicle(s) used in providing the services, including fuel and any other operating costs associated with such vehicle(s);
- (b) perform Routine Maintenance on the equipment used in the operation of the Facilities as specified in the maintenance management system including mechanical, electrical, instrumentation and communication;
- (c) utilize a maintenance management system which shall record information related to the maintenance of the Facilities;

D – Services for Wastewater Treatment System

12. Routine Operations & Maintenance

- (a) in providing routine operation of the Facilities, OCWA will conduct:
 - (i) visual inspection of all buildings, equipment and Facilities insofar as can be observed while these are in service;
 - (ii) instrumentation cleaning, calibration;
 - (iii) sampling and/or on-site analysis;
 - (iv) sample collection, preservation, packing and shipment for off-site analysis as required by Applicable Laws at the time of the commencement of this Agreement;
 - (v) laboratory sampling, analysis and reports as required by Applicable Laws at the time of the commencement of this Agreement;
 - (vi) coordination of chemical supply with chemical vendors;
 - (vii) checks and response to alarms during Business Hours;
 - (viii) inspection of process control equipment to ensure proper operation of bar screen, barminutor/comminutor, secondary wastewater treatment clarifiers, blowers and aeration system, filters, digesters, sludge holding tanks, stand by power disinfection system, pumps, valves, chemicals system;
 - (ix) maintenance of daily on-site logs and records, including process control log sheets, laboratory data log sheets, bypass reports and routine checklists as required by Applicable Laws;
 - (x) consolidation and processing of OCWA's internal operational data forms for statistical input into a reporting system for the quarterly report;
 - (xi) calculation, recording and analysis of the amount of wastewater treated daily and

monthly flows, pumping station run hours and standby equipment running hours

- (xii) recording and analysis of flows, chemicals used, residuals and other process readings as required;
 - (xiii) monitor and adjust dosages of process chemicals;
 - (xiv) utilize Client's SCADA system (if applicable) for trending review and reporting, gap analysis, testing, and compliance;
 - (xv) maintenance of vehicle(s) used in providing the services, including fuel and any other operating costs associated with such vehicle(s);
 - (xvi) removal screening;
 - (xvii) coordination of removal of biosolids from the Facilities in accordance with applicable MECP Guidelines for sludge disposal to the sites approved and permitted by the Client to receive such sludge and biosolids. All work to be in accordance with MECP's "Guideline for Sludge Utilization on Agricultural Lands", dated October 1992. The client will be responsible for the removal of sludge and grit and deposition at an appropriate facility.
- (b) perform routine preventive maintenance on the equipment used in the operation of the Facilities as specified in the maintenance management system including mechanical, electrical, instrumentation and communication
- (c) implement and utilize a maintenance management system which shall record information related to the maintenance of the Facilities;

E - Services for Wastewater Collection System

13. Routine Operations & Maintenance

- (a) in providing routine operation of the Facilities, OCWA will conduct:
- (i) visual inspection of all buildings, equipment and Facilities insofar as can be observed while these are in service;
 - (ii) instrumentation cleaning, calibration;
 - (iii) sampling and/or on-site analysis;
 - (iv) sample collection, preservation, packing and shipment for off-site analysis as required by Applicable Laws at the time of the commencement of this Agreement;
 - (v) laboratory sampling, analysis and reports as required by Applicable Laws at the time of the commencement of this Agreement;

- (vi) coordination of chemical supply with chemical vendors;
 - (vii) checks and response to alarms during Business Hours;
 - (viii) inspection of process control equipment to ensure proper operation of all pumping stations and forcemains to ensure proper operation;
 - (ix) maintenance of daily on-site logs and records, including process control log sheets, laboratory data log sheets, bypass reports and routine checklists as required by Applicable Laws;
 - (x) consolidation and processing of OCWA's internal operational data forms for statistical input into a reporting system for the quarterly report;
 - (xi) recording and analysis of flows, chemicals used, residuals and other process readings as required;
 - (xii) utilize Client's SCADA system (if applicable) for trending review and reporting, gap analysis, testing, and compliance;
 - (xiii) maintenance of vehicle(s) used in providing the services, including fuel and any other operating costs associated with such vehicle(s);
- (b) perform routine preventive maintenance on the equipment used in the operation of the Facilities as specified in the maintenance management system including mechanical, electrical, instrumentation and communication;
- (c) implement and utilize a maintenance management system which shall record information related to the maintenance of the Facilities;
- (d) Provide ORO services

F - Services for Lagoon System

14. Routine Operations & Maintenance

- (a) in providing routine operation of the Facilities, OCWA will conduct:
- (i) visual inspection of all buildings, equipment and Facilities insofar as can be observed while these are in service;
 - (ii) instrumentation cleaning, calibration;
 - (iii) sampling and/or on-site analysis;
 - (iv) sample collection, preservation, packing and shipment for off-site analysis as required by Applicable Laws at the time of the commencement of this Agreement;
 - (v) laboratory sampling, analysis and reports as required by Applicable Laws at the

- time of the commencement of this Agreement;
- (vi) coordination of chemical supply with chemical vendors;
 - (vii) checks and response to alarms during Business Hours;
 - (viii) inspection of process control equipment to ensure proper operation of disinfection system, pumps, valves, chemicals system, UV system, stand by power;
 - (ix) maintenance of daily on-site logs and records, including process control log sheets, laboratory data log sheets, bypass reports and routine checklists as required by Applicable Laws;
 - (x) consolidation and processing of OCWA's internal operational data forms for statistical input into a reporting system for the quarterly report;
 - (xi) visual inspection of lagoon to monitor levels and conditions and inspect berms for erosion;
 - (xii) recording and analysis of flows, chemicals used, residuals and other process readings as required;
 - (xiii) monitor and adjust dosages of process chemicals;
 - (xiv) continuous dosing and discharges;
 - (xv) maintenance of vehicle(s) used in providing the services, including fuel and any other operating costs associated with such vehicle(s);
 - (xvi) removal of screening;
- (b) perform routine preventive maintenance on the equipment used in the operation of the Facilities as specified in the maintenance management system including mechanical, electrical, instrumentation and communication;
 - (c) implement and utilize a maintenance management system which shall record information related to the maintenance of the Facilities;
 - (d) depth monitoring of New Liskeard and North Cobalt lagoons – client to supply the safe watercraft.

G - Sludge

The Client acknowledges and agrees that the Client is responsible for arranging for all aspects of sludge removal, storage and spreading and is required to comply with all relevant Environmental Laws, including but not limited to, the *Nutrient Management Act, 2002* and its regulations as they may be amended from time to time, any relevant regulatory guidelines on biosolids management and disposal issued by the Ministry of the Environment and any

applicable certificates of approval.

H - Services for Municipal Recreational Facilities (Bucke Park, Haileybury beach, City Hall)

15. Routine Operations & Maintenance

(a) in providing routine operation of the Facilities, OCWA will conduct:

Bucke park (6 months – May to October inclusive)

- (i) Chlorine, pH, bacti sampling and lab analysis at Bucke park
- (ii) Operation and Maintenance of treatment equipment including start-up and shut-down.
- (iii) Maintenance of chlorine and acid injection system
- (iv) Maintenance, calibration and refurbishment of online instruments. Refurbishment will be done at cost plus basis.

Haileybury Beach (5 months – May to September inclusive)

- (v) Operation and maintenance of the water purification system for the beach
- (vi) Operation and Maintenance of chlorination equipment for the beach and the wading pool.

City Hall

- (vii) City hall generator testing;

Part 2 - Optional Services (To Be Provided at the Request of the Client)

OCWA may provide additional services to the Client including but not limited to the Optional Services set out below:

1. Operation Related Services

- (a) water meter installation/replacement/reading;
- (b) water service disconnect and reconnect;
- (c) new water service installation or connection inspection;
- (d) well camera inspections/well level monitoring, client to supply camera
- (e) clearwell cleaning;
- (f) back flow prevention measures;
- (g) maintenance and repair of sewage collection system, including but not limited to, smoke/dye

- testing, manhole inspections, rodding, CCTV inspections;
- (h) sewer system locates as set out by applicable legislation and Ontario One Call;
 - (i) new sewer service installation or connection inspection;
 - (j) contract repair for sewer line breaks including road restoration;
 - (k) inspection of repaired sewer services;
 - (l) inspect and flush sanitary collection system, including sewers, manholes and clean outs;
 - (m) high pressure sewer flushing;
 - (n) acoustic pipe inspection;
 - (o) infiltration surveys, sewer camera inspections;
 - (p) adjust and leveling manholes;
 - (q) biosolids removal from lagoon;
 - (r) lagoon depth monitoring, client to supply watercraft;
 - (s) odour control system;
 - (t) fire extinguisher inspections;
 - (u) lifting device inspections;

2. Watermain Services

- (a) contract repair for watermain breaks including road restoration;
- (b) inspection of repaired water pipes;
- (c) new watermain conditioning;
- (d) watermain swabbing;
- (e) intake inspection;
- (f) leak detection;
- (g) chamber inspections, monitoring
- (h) flushing, opening, exercising and winterizing of water hydrants as required;
- (i) locate, identify and establish valve turning maintenance program.

3. Engineering Services

- (a) engineering services;
- (b) energy audits;
- (c) provide assistance and/or complete applicable funding applications;

- (d) initial condition inspection;
- (e) financial plans for water infrastructure.

4. hydrant Services

- (a) hydrant flow testing;
- (b) hydrant repairs;
- (c) painting hydrants.
- (d) main distribution shut-off valves exercising;

5. Information Technology Services

- (a) SCADA development and maintenance.

1. Operation Related Services

- (a) operation manual updates;
- (b) maintenance and repair of sewage collection system, including but not limited to, smoke/dye testing, manhole inspections, rodding, CCTV inspections, and tree root removal/treatments;
- (c) sewer system locates as set out by applicable legislation and Ontario One Call;
- (d) new sewer service installation or connection inspection;
- (e) contract repair for sewer line breaks including road restoration;
- (f) inspection of repaired sewer services;
- (g) inspect and flush sanitary collection system, including sewers, manholes and clean outs;
- (h) high pressure sewer flushing;
- (i) acoustic pipe inspection;
- (j) infiltration surveys, sewer camera inspection;
- (k) adjust and leveling manholes;
- (l) biosolids removal from lagoon;
- (m) lagoon depth monitoring;
- (n) odour control system;
- (o) pool services – maintenance of chlorine and acid injection system, maintenance, calibration and refurbishment of online instruments

1. Capital Projects Plans

- (b) prepare a detailed Capital Projects Plan for the facilities.

3. Engineering Services

- (a) engineering services;
- (b) energy audits;

- (c) provide assistance and/or complete applicable funding applications;
- (d) financial plans.

4. Information Technology Services

- (a) SCADA development and maintenance.

SCHEDULE D - The Annual Price And Other Charges and Adjustments

1. Annual Price for the Initial Term

In accordance with Section 4.2 and subject to any adjustments made pursuant to other provisions of this Agreement, the Client shall pay OCWA a price for the Services for each Year of the Initial Term in the following amounts (the “Annual Price”):

- (i) For Year One from January 1, 2022 through to December 31, 2022 inclusive: \$777,871.00.
- (ii) For Year Two and subsequent Years: \$777,871.00 plus a 2.0% Inflationary Adjustment, plus an adjustment for maintaining the Insurance which is renewed annually by OCWA. In Year Two of the Agreement, the Inflationary Adjustment shall be added to the Annual Price for Year One of the Agreement and for Subsequent Years, on a cumulative basis.

2. Payment of the Annual Price

In Year One of the Initial Term, the monthly payment of the Annual Price shall be \$64,822.58

3. Optional Services

Unless otherwise agreed to in writing, fees for Optional Services which OCWA agrees to provide to the Client shall be billed directly to the Client on a time and materials basis at the following rates:

- (i) Labour rates on Business Days, Monday to Friday, 7:30 to 16:00 shall be billed as per the following listing at the regular hourly rate.
- (ii) Labour rates on statutory holidays shall be billed at a minimum 8 hour flat rate charge of \$650
- (iii) Labour rates at all other times (after hours and on weekends) shall be billed as per the Emergency and O/T rates with a minimum 4 hour charge (call out) of \$400 per person. However, the Client shall only pay for those call outs due to power failure, facility equipment failure, acts of God (e.g. storms, high flow situations), and those initiated by the Client due to operational issues.
- (iv) Once OCWA has agreed to provide Optional Services to the Client, the Optional Services shall be subject to the terms and conditions of this Agreement, with any necessary changes having been made.

Position Title	Regular Hourly Rate	Emergency & O/T Rates
Regional Hub Manager	\$125	\$190
Sr. Operations Manager	\$105	\$160
Instrumentation Technician	\$85	\$130
Senior Operator	\$80	\$120
Operator/ Mechanic	\$75	\$115
Process Technician	\$85	\$130
Operator-in-training	\$65	\$98

These rates will be reviewed on an annual basis and the client shall be advised of any changes. Vehicle costs are included in this pricing.

- (vi) Costs for parts, equipment and supplies, and outside labour charges (i.e., contractors), used by OCWA staff to provide the Optional Services shall be billed to the Client, and the Client will pay such costs together with a Service Fee;

4. Service Fee

“**Service Fee**” means an additional fee charged to the Client when OCWA purchases materials, supplies, equipment or contractor’s services on behalf of the Client. For any individual item or service purchased, the Service Fee shall be calculated as follows:

- (a) 15% on the first \$10,000
- (b) 10% on pricing amounts over \$10,000

SCHEDULE E - Insurance

A summary of the insurance coverage that OCWA will arrange in respect of the facilities is described below:

Property Insurance

Insured Perils: All Risks of direct physical loss or damage (including Flood and Earthquake) occurring during the term of this policy, except as hereinafter excluded.

Policy Limits:

- Replacement Value
- Extra expenses
- Expediting expenses

Insurable Values: Please report facilities' value based on Replacement Cost. (Subject to Annual Review by the Client.)

Deductibles: Earthquake – *Facilities and Locations in Earthquake Zones*
5% of the value of the property insured subject to a minimum of \$250,000

Earthquake – *All Other Facilities*
3% of the value of the property insured subject to a minimum of \$100,000.

Flood – *Facilities and Locations in 100 year Flood Zones*
5% of the value of the property insured, subject to a minimum amount of \$250,000.

Flood – *Facilities and Locations in 500 year Flood Zones*
3% of the value of the property insured, subject to a minimum amount of \$250,000.

Flood - *All Other Facilities*
3% of the value of the property insured, subject to a minimum amount of \$100,000. Facilities and Locations, including Newly Acquired until assessed by Insurer(s).

Water Damage - \$130,000

Sewer back-up – 2% of the value of the property insured, subject to a minimum amount of \$130,000.

Portable Generators – 3% of the value of the property insured, subject to a minimum amount of \$24,500.

Installations, Hook Liability or Portable Water Treatment Facility - \$27,500.

Testing & Commissioning - \$27,500

All Other Losses: \$27,500

The above is subject to change on an annual basis.

Where the Client's property is repaired or replaced, the Client will pay the deductible. Where OCWA's property is repaired or replaced, OCWA will pay the deductible. In cases where both the Client's and OCWA's property is repaired or replaced, the deductible will be paid by both the Client and OCWA *pro rata* in accordance with the total loss.

Property Insured: Property of every kind and description as declared except as excluded under the "Property Excluded" section of the policy.

Boiler & Machinery Insurance

Coverage: Sudden & Accidental Breakdown of a Pressure, Mechanical, Electrical Object including Production Machinery as defined under the policy. Coverage applies to the loss of the "Object" itself and for loss to other insured property directly damaged by the "Accident", except as excluded under the policy.

Limit: **Maximum** \$100,000,000 per Accident.

Deductibles: \$5,000 for Property Damage per Accident for the year 2021; subject to changes on an annual basis.

Where the Client's property is repaired or replaced, the Client will pay the deductible. Where OCWA's property is repaired or replaced, OCWA will pay the deductible. In cases where both the Client's and OCWA's property is repaired or replaced, the deductible will be paid by both the Client and OCWA *pro rata* in accordance with the total loss.

Automobile Insurance

Coverage: Automobile Liability for OCWA owned or leased vehicles.

Limit: \$5,000,000 per Occurrence

Commercial General Liability Insurance

Coverage: Third party liability including legal fees, for property damage and/or bodily injury as caused by OCWA's negligence arising out of OCWA's operations of the Facilities.

Limit: \$5,000,000 per Occurrence.

Deductible: \$50,000 for the year 2021; subject to change on an annual basis.

Contractor's Pollution Liability/Professional Liability Insurance

Coverage: Professional Liability: To pay on behalf of OCWA sums which OCWA shall become legally obligated to pay as damages and/or claims expense as a result of claims made first against OCWA, and reported to the insurer, in writing during the policy period, automatic extended reporting period (90 days), and by reason of any act, error or omission in professional services rendered or that should have been rendered by OCWA, or by any person for whose acts errors or omissions OCWA is legally responsible, and arising out of the conduct of OCWA's profession.

Pollution legal liability covering third party property damage and bodily injury and clean up costs for pollution conditions arising out of the performance of the services provided by OCWA.

Limit: \$10,000,000 per loss on a Claims Made basis with automatic, extended reporting periods for Pollution Liability. \$10,000,000 aggregate.

Limit: \$5,000,000 per loss on a Claim Made basis for Professional Liability Insurance

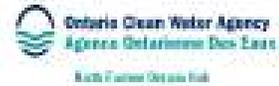
Deductible: \$50,000 for the year 2021; subject to change on an annual basis.

SCHEDULE F - List of Pre-Existing Conditions

As per Paragraph 3.1(e) of this Agreement, the following Pre-existing Conditions have been identified:

At the time this agreement is signed, the Haileybury Wastewater Treatment Plant is in the process of being upgraded to meet the WSER wastewater and sewage effluent regulations. In the interim, a temporary solution of utilizing dechlorination with sodium bisulphate is being utilized.

SCHEDULE H - Expenditure Request and Approval to Proceed



EXPENDITURE REQUEST

Request No.: _____
 OCWA Facility No.: _____
 Date: _____
 Requested by: _____

Description of Proposed Work:

Expenditure – Part A: Labor

Position/Equip.	Description	Qty	Rate	Total
TOTAL PART A:				\$

Expenditure – Part B: External Services and/or Materials

Agency/ Material	Description	Qty	Rate	Total
<input type="checkbox"/>				
Sub-total (Includes Non-Refundable HST – 1.76%) Part B:				\$
OCWA Mark-up (15%) – on Sub-total Part B:				\$
TOTAL PART B:				\$

Check box to validate estimate/quote is attach

Additional Comments:

TOTAL PART A:	\$
TOTAL PART B:	\$
TOTAL:	\$

 Municipal Rep. – Print

 Municipal Rep. – Signature

 Date

The Corporation of the City of Temiskaming Shores

By-law No. 2021-169

**Being a by-law to amend By-law No. 2012-039, as amended
being a by-law to adopt Schedules of Departmental User Fees
and Services for the City of Temiskaming Shores – Schedule
“D” Recreation Fees**

Whereas Section 391(1) of the Municipal Act S.O. 2001, c. 25, as amended, authorizes the Council of a local municipality to pass by-laws imposing fees or charges for services or activities provided or done by or on behalf of it; for costs payable by it for services or activities provided or done by or on behalf of any other municipality or local board; and for the use of its property including property under its control; and

Whereas the Council of The Corporation of the City of Temiskaming Shores adopted By-law No. 2012-039 on April 3, 2012 to adopt Schedules of Departmental User Fees and Service Charges for the City of Temiskaming Shores; and

Whereas Council considered Administrative Report No. RS-018-2021 at the November 2, 2021 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law 2012-039 (Fees By-law) to update Recreational Fees for 2022 to 2024, for consideration at the November 2, 2021 Regular Council meeting.

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

1. That Schedule “D” to Fees By-law No. 2012-039, as amended be deleted in its entirety and replaced with Schedule “A”, a copy attached hereto and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 2nd day of November, 2021.

Mayor

Clerk

Recreation Department Fees

Prices plus HST (where applicable)

Arenas

Haileybury / New Liskeard Arena Hourly Ice Rates			
Category	Season		
	2022	2023	2024
Non-Profit – Youth	\$ 100.00	\$ 102.00	\$ 104.04
Prime Time Ice	\$ 140.00	\$ 142.80	\$ 145.66
Non-Prime Ice (11pm to 8am, excluding holidays & weekends)	\$ 82.00	\$ 83.64	\$ 85.31
New Liskeard Cubs U18	\$ 112.00	\$ 114.24	\$ 116.52
School	\$ 70.00	\$ 71.40	\$ 72.83
Floor – Per Hour	\$ 45.00	\$ 45.90	\$ 46.82

Outdoor Facilities and Sport Programs

Minor Sports Program	
Minor Sport	Registration Fee
Minor Ball	\$ 50.00 annually

Ball Fields			
Category	New Liskeard / Haileybury / Dymond		
	2022	2023	2024
Per Game / Practice	\$ 35.00	\$ 35.70	\$ 36.41
Tournament / Day	\$ 130.00	\$ 132.60	\$ 135.25
Minor Ball / Game	\$ 28.00	\$ 28.56	\$ 29.13

Soccer Fields			
Category	New Liskeard / Haileybury / Dymond		
	2022	2023	2024
Per Game / Practice	\$ 30.00	\$ 30.60	\$ 31.21

Tennis Courts			
Category	2022	2023	2024
Daily Rental	\$ 20.00	\$ 20.40	\$ 20.81

Municipal Halls and Event Spaces

New Liskeard Riverside Place: 55 Riverside Drive			
Category	2022	2023	2024
Private Rental *	\$ 505.00	\$ 515.10	\$ 525.40
Second Day Rental	\$ 255.00	\$ 260.10	\$ 265.30
Not-for-Profit Daily Rental	\$ 255.00	\$ 260.10	\$ 265.30
Private Weekly Rental (M-F)	\$ 1,262.50	\$ 1,287.75	\$1,313.51
Non-Profit Weekly Rental (M-F)	\$ 637.50	\$ 650.25	\$ 663.26
3 Hour Rental	\$ 75.00	\$ 76.50	\$ 78.03
*Note:			
\$200.00 damage/cleaning deposit is required for all hall rentals over 3 hours.			
Details of Hall			
Seating Capacity	Chairs Only	375	
	Banquet & Dance	270	
Size of Hall	75' x 37'		
Tables (available in hall)	38 tables - 6' x 23 7/8" (rectangular)		
	25 – 5' round tables (seats 8)		
Chairs	227 Dark blue		
Dishes	Available to rent		
Screen	Available to rent		

New Liskeard Community Hall: 90 Whitewood Avenue			
Category	2022	2023	2024
Private Rental *	\$ 409.50	\$ 417.69	\$ 426.04
Second Day Rental	\$ 205.00	\$ 209.10	\$ 213.28
Not-for-Profit Daily Rental	\$ 205.00	\$ 209.10	\$ 213.28
Private Weekly Rental (M-F)	\$ 1,023.75	\$ 1,044.23	\$1,065.11
Non-Profit Weekly Rental (M-F)	\$ 512.50	\$ 522.75	\$ 533.21
3 Hour Rental	\$ 75.00	\$ 76.50	\$ 78.03
*Note:			
\$200.00 damage/cleaning deposit is required for all hall rentals over 3 hours.			
Details of Hall			
Seating Capacity	Chairs Only	500	
	Banquet & Dance	278	
Size of Hall	45' x 65'		
Available Chairs	102		
Available Tables	25 rectangular		
Stage	Large stage in hall		
Dishes	Not available		

Dymond Community Hall: 181 Drive-in Theatre Road			
Category	2022	2023	2024
Private Rental *	\$ 255.00	\$ 260.10	\$ 265.30
Second Day Rental	\$ 126.00	\$ 128.52	\$ 131.09
Not-for-Profit Daily Rental	\$ 126.00	\$ 128.52	\$ 131.09
Private Weekly Rental (M-F)	\$ 637.50	\$ 650.25	\$ 663.26
Non-Profit Weekly Rental (M-F)	\$ 315.00	\$ 321.30	\$ 327.73
3 Hour Rental	\$ 50.00	\$ 51.00	\$ 52.02
*Note: \$200.00 damage/cleaning deposit is required for all hall rentals over 3 hours.			
Details of Hall			
Seating Capacity	175		
Size of Hall	42' x 63'		
Tables	29 – 6' x 34"		
Chairs	175 – Orange and brown plastic		
Stage (in hall)	In corner of hall – 2' x 6' x 2' diagonal		

Harbourfront Pavilion: 451 Farr Drive			
Category	2022	2023	2024
Per Hour	\$ 31.50	\$ 32.13	\$ 32.77
Per Day	\$ 160.00	\$ 163.20	\$ 166.46
Not-for-Profit Daily Rental	\$ 75.00	\$ 76.50	\$ 78.03
Capacity			
Standing Space	902		
Dining or alcohol	328		
Details			
Small kitchen with fridge	No stove		
40 Chairs Available			

Haileybury Arena Hall: 400 Ferguson Avenue			
Category	2022	2023	2024
Private Rental (includes bar & kitchen)	\$ 355.00	\$ 362.10	\$ 369.34
Second Day Rental	\$ 180.00	\$ 183.60	\$ 187.27
Not-for-Profit Daily Rental	\$ 180.00	\$ 183.60	\$ 187.27
Private Weekly Rental (M-F)	\$ 887.50	\$ 905.25	\$ 923.36
Non-Profit Weekly Rental (M-F)	\$ 450.00	\$ 459.00	\$ 468.18
3 Hour Rental	\$ 75.00	\$ 76.50	\$ 78.03
*Note: \$200.00 damage/cleaning deposit is required for all hall rentals over 3 hours.			
Details of Hall			
Seating Capacity (alcohol)	270		
Seating Capacity Dining Only	231		
Seating Capacity Dining & Dancing	190		
Tables	17 – 8' rectangular tables 25 – 5' round tables		
Chairs	200		
Dishes	Not available		

Haileybury Lion's Den: 400 Ferguson Avenue			
Category	2022	2023	2024
Per Hour	\$ 28.00	\$ 28.56	\$ 29.13
Per Day	\$ 130.20	\$ 132.80	\$ 135.46
Not-for-Profit Daily Rental	\$ 75.00	\$ 76.50	\$ 79.03
Capacity			
Seating Capacity (dining/alcohol/seating)	80		
Tables	17 – 8' rectangular tables		
Chairs	24 yellow and 36 red		
Size of Hall	42' x 25'		

Outdoor Leisure Facilities

Bucke Park				
		2022	2023	2024
Tent Rates	Daily	\$ 26.25	\$ 26.78	\$ 27.31
	Weekly	\$ 162.75	\$ 166.01	\$ 169.33
	Monthly	\$ 488.25	\$ 498.02	\$ 507.98
Trailer Rates	Daily	\$ 52.50	\$ 53.55	\$ 54.62
	Weekly	\$ 257.25	\$ 262.40	\$ 267.64
	Monthly	\$ 708.75	\$ 722.93	\$ 737.38
	Seasonal	\$ 2,047.50	\$ 2,088.45	\$ 2,130.22
Docking Fees	Daily	\$ 15.00	\$ 15.30	\$ 15.61
	Weekly	\$ 85.00	\$ 86.70	\$ 88.43
	Monthly	\$ 162.75	\$ 166.01	\$ 169.33
	Seasonal	\$ 300.00	\$ 306.00	\$ 312.12

Municipal Marinas			
	2022	2023	2024
Seasonal (per foot)	\$ 34.65	\$ 35.34	\$ 36.05
One Boat Utilizing Two Slips (per foot)	\$ 43.31	\$ 44.18	\$ 45.06
Monthly (23ft Length or Under)	\$ 240.00	\$ 244.80	\$ 249.70
Monthly (24ft Length or Over)	\$ 280.00	\$ 285.60	\$ 291.31
Seasonal Rate for Personal Water Craft (Sea Doo)	\$ 178.50	\$ 182.07	\$ 185.71
Monthly Rate for Personal Water Craft (Sea Doo)	\$ 69.50	\$ 70.89	\$ 72.31
Electricity (seasonal)	\$ 173.25	\$ 176.72	\$ 180.25
Winter Boat Storage on Municipal Property	\$ 267.75	\$ 273.11	\$ 278.57
Transient (per night)	\$ 29.40	\$ 29.99	\$ 30.59

Waterfront Pool and Fitness Centre

Waterfront Pool and Fitness Centre: 77 Wellington Street						
Rates Per Visit						
Facility	2022		2023		2024	
	Adult	Senior/ Student	Adult	Senior/ Student	Adult	Senior/ Student
Pool	\$ 4.65	\$ 3.76	\$ 4.65	\$ 3.76	\$ 4.87	\$ 3.76
Pool - Family	\$11.63		\$11.63		\$12.17	
Fitness Rooms	\$ 7.08	\$ 5.97	\$ 7.08	\$ 5.97	\$ 7.30	\$ 5.97
Squash Racquet Rental	\$ 3.26	\$ 3.26	\$ 3.26	\$ 3.26	\$ 3.45	\$ 3.45
Book of 5 passes for Gym	\$ 29.38	\$ 24.78	\$ 29.38	\$ 24.78	\$ 30.56	\$ 25.77
Book of 5 passes for Pool	\$ 19.30	\$ 15.60	\$ 19.30	\$ 15.60	\$ 20.07	\$ 16.23
Arthritic Program	\$ 4.42		\$ 4.42		\$ 4.60	
Aquafit	\$ 6.00		\$ 6.00		\$ 6.25	
Private Swim Lesson	\$ 25.00		\$ 25.00		\$ 26.00	
Cardiopulmonary Program	\$ 4.42		\$ 4.42		\$ 4.60	

Membership Rates									
	2022			2023			2024		
	Adult	Student Senior	Family	Adult	Student Senior	Family	Adult	Student Senior	Family
Fitness									
1 month	\$58.41	\$48.48	\$141.00	\$58.41	\$48.48	\$141.00	\$60.75	\$50.42	\$146.64
3 months	\$145.44	\$116.35	\$351.10	\$145.44	\$116.35	\$351.10	\$151.26	\$121.01	\$365.15
1 year	\$465.41	\$349.06	\$1,165.66	\$465.41	\$349.06	\$1,165.66	\$484.03	\$363.02	\$1,212.28
Pool									
1 month	\$41.35	\$36.11	\$93.09	\$41.35	\$36.11	\$93.09	\$43.00	\$37.55	\$96.76
3 months	\$102.96	\$84.49	\$231.66	\$102.96	\$84.49	\$231.66	\$107.08	\$87.87	\$240.92
1 year	\$341.82	\$236.58	\$722.77	\$341.82	\$236.58	\$722.77	\$355.50	\$246.04	\$751.68
Full									
1 month	\$88.27	\$68.85	\$220.68	\$88.27	\$68.85	\$220.68	\$91.80	\$71.61	\$229.51
3 months	\$219.80	\$164.85	\$549.50	\$219.80	\$164.85	\$549.50	\$228.59	\$171.44	\$571.48
1 year	\$729.74	\$514.33	\$1,824.35	\$729.74	\$514.33	\$1,824.35	\$758.93	\$534.91	\$1,897.32

Aquatic Programs			
	2022	2023	2024
Arthritic Program			
Per Class	\$4.42	\$4.42	\$ 4.60
8 classes	\$ 32.00	\$ 32.00	\$ 33.28
16 classes	\$ 60.80	\$ 60.80	\$ 63.23
24 classes	\$ 86.40	\$ 86.40	\$ 89.86
Aquafit			
Per Class	\$ 6.00	\$ 6.00	\$ 6.25
8 classes	\$ 30.66	\$ 30.66	\$ 31.89
16 classes	\$ 59.24	\$ 59.24	\$ 61.61
24 classes	\$ 86.88	\$ 86.88	\$ 90.35
Cardiopulmonary Fitness Class			
Per Class	\$ 4.42	\$ 4.42	\$ 4.60
8 classes	\$ 32.00	\$ 32.00	\$ 33.28
16 classes	\$ 60.80	\$ 60.80	\$ 63.23
24 classes	\$ 86.40	\$ 86.40	\$ 89.86
Swimming Lessons ½ hour class (9 classes)	\$ 51.03	\$ 51.03	\$ 53.07
Swimming Lessons 1 hour Class (9 classes)	\$ 76.13	\$ 76.13	\$ 79.17
Swimming Lessons ½ hour class (10 classes)	\$ 56.70	\$ 56.70	\$ 58.97
Swimming Lessons 1 hour Class (10 classes)	\$ 84.53	\$ 84.53	\$ 87.91
Swimming Lessons (Private) - Per Lesson	\$ 25.00	\$ 25.00	\$ 26.00
Rookie/Ranger/Star (9 classes)	\$ 75.86	\$ 75.86	\$ 78.90
Rookie/Ranger/Star (10 classes)	\$ 84.53	\$ 84.53	\$ 87.91
Bronze Medallion	\$ 157.50	\$ 157.50	\$ 163.80
Bronze Cross (without manual)	\$ 131.25	\$ 131.25	\$ 136.50
Bronze Cross with Standard First Aid	\$ 157.50	\$ 157.50	\$ 163.80
National Lifeguard Course	\$ 252.00	\$ 252.00	\$ 262.08
National Lifeguard Recertification	\$ 63.00	\$ 63.00	\$ 65.52
Lifesaving Swim Instructors	\$ 167.76	\$ 167.76	\$ 174.47
Lifesaving Instructors (R/R/S & Bronze)	\$ 130.46	\$ 130.46	\$ 135.68
Standard First Aid	\$ 115.50	\$ 115.50	\$ 120.12
Junior Lifeguard Club	\$ 112.88	\$ 112.88	\$ 117.39
Adult Swim Classes	\$ 84.53	\$ 84.53	\$ 87.91
Timiskaming Northern Loons (per hour)	\$ 35.00	\$ 37.00	\$ 39.00

Pool Rentals	2022	2023	2024
1 hour Pool Rental without the Slide	\$ 125.00	\$ 125.00	\$ 130.00
1 hour of Pool Rental with the Slide	\$ 179.55	\$ 179.55	\$ 186.73
Birthday Party - includes 1 hr pool rental and 1 hr lounge rental	\$ 237.60	\$ 237.60	\$ 247.10
1 hour Pool Rental for use by School	75% of Regular Rate		

Waterfront Pool & Fitness Centre - Rental of Lounge			
	2022	2023	2024
1 hour	\$ 52.50	\$ 53.55	\$ 54.62
3 hours	\$ 141.75	\$ 144.59	\$ 147.48
Full Day	\$ 354.38	\$ 361.46	\$ 368.69
1 hour Fitness Class	\$ 27.30	\$ 27.85	\$ 28.40

Non-Resident User Fees

Non-Resident User Fees			
	2022	2023	2024
Municipal Arenas (Per Family)	\$ 150.00	\$ 175.00	\$ 200.00
Municipal Marinas (Per Vessel)	\$ 200.00	\$ 200.00	\$ 200.00
City Hosted Programs and Activities (Surcharge on Regular Fee)	25%	25%	30%
Northern Loons Swim Club (Per Family)	\$ 150.00	\$ 175.00	\$ 200.00
Tri-Town Soccer (Surcharge on Regular Fee)	25%	25%	30%

The Corporation of the City of Temiskaming Shores

By-law No. 2021-170

Being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular meeting held on November 2, 2021

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

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

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

Whereas it is the desire of the Council of The Corporation of the City of Temiskaming Shores to confirm proceedings and By-laws.

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

1. That the actions of the Council at its Regular meeting held on **November 2, 2021**, with respect to each recommendation, by-law and resolution and other action passed and taken or direction given by Council at its said meeting, is, except where the prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.
2. That the Mayor, or in his absence the presiding officer of Council, and the proper officials of the municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and except where otherwise provided, the Mayor, or in his absence the presiding officer, and the Clerk are hereby directed to execute all documents required by statute to be executed by them, as may be necessary in that behalf and to affix the corporate seal of the municipality to all such documents.

Read a first, second and third time and finally passed this 2nd day of November, 2021.

Mayor

Clerk