



**The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, April 15, 2025 – 6:00 p.m.
City Hall – Council Chambers – 325 Farr Drive**

Agenda

1. **Land Acknowledgement**

2. **Call to Order**

3. **Roll Call**

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

5. **Approval of Agenda**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

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

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

None

8. Review and Adoption of Council Minutes

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

- a) Regular Council Meeting – March 18, 2025; and
- b) Committee of the Whole Meeting – April 1, 2025.

9. Presentations / Delegations

None

10. Correspondence/ Communications

- a) Adrienne Pierre, Management Forester – Temagami Forest, Ministry of Natural Resources

Re: Inspection of 2025-2026 Annual Work Schedule for Temagami Forest, 2025-03-15

Reference: Received for Information

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

Re: FONOM Letter to Premier, Doug Ford – Approach for Ministry of Transportation, 2025-04-02

Reference: Received for Information

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that the Council for the City of Temiskaming Shores agrees to deal with Communication Items 10 a) through 10 b), in accordance with 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 from the New Liskeard Business Improvement Area Board of Management meetings held on March 17, 2025 and on March 24, 2025;
- b) Minutes from the District of Timiskaming Social Services Administration Board meeting held on February 19, 2025; and
- c) Minutes from the Temiskaming Shores Public Library Board meeting held on February 19, 2025.

12. Reports by Members of Council

13. Notice of Motions

14. New Business

a) **Resolution of Support from Town of Bradford West Gwillimbury – Request for Landlord Tenant Reforms (Correspondence item from the March 18, 2025 Regular Council Meeting)**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Whereas Council of the Town of Bradford West Gwillimbury adopted a resolution regarding Landlord Tenant Reforms, at their regular meeting on March 4, 2025; and

Whereas Ontario has expanded the accessory dwelling unit (ADU) framework to address the housing supply crisis, which includes the need to balance the interests of both tenants and small-scale landlords; and

Whereas small-scale landlords may face financial strain when tenants withhold rent in bad faith, and delayed dispute resolution systems can result in undue hardship for landlords, while also affecting tenants' security and well-being; and

Whereas it is crucial to support the development of legal ADUs and secondary rentals while ensuring tenants' rights are respected and upheld; and

Whereas proposed reforms could include:

- Accelerating dispute resolution for ADUs and secondary rentals at the Landlord and Tenant Board (LTB) within 30 days, ensuring fairness for both tenants and landlords;
- Introducing mediation services to resolve disputes quickly and amicably, reducing reliance on lengthy hearings;
- Providing both landlords and tenants with enhanced tools for clear communication, such as standardized rental agreements and better screening practices;
- Strengthening protections for tenants against unfair eviction while enforcing stricter penalties for tenants withholding rent in bad faith;
- Ensuring law enforcement access to properties only under appropriate circumstances, respecting tenants' rights while supporting landlords in the resolution of unpaid rent issues;
- Establishing a hardship relief fund for landlords impacted by unpaid rent, while ensuring tenants are also supported in cases of financial distress; and

- Offering free or low-cost legal assistance to both landlords and tenants to navigate disputes fairly.

Be it resolved that Council of the City of Temiskaming Shores hereby supports the Town of Bradford West Gwillimbury's call on the provincial government to look at ways to implement these balanced reforms that protect both small-scale landlords and tenants, ensuring fairness in the rental market; and

That a copy of this resolution be forwarded to the Honourable Doug Ford, Premier of Ontario; the Honourable Rob Flack, Minister of Municipal Affairs and Housing, the Honourable Doug Downey, Attorney General; John Vanthof, MPP Timiskaming-Cochrane; the Association of Municipalities of Ontario, and the Town of Bradford West Gwillimbury.

b) **Resolution of Support – Town of Kirkland Lake - Safer Highways (Correspondence item from the March 18, 2025 Regular Council Meeting)**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Whereas Council of the Town of Kirkland Lake adopted a resolution regarding Safer Highways, at their regular meeting on March 4, 2025.

Be it resolved that Council of the City of Temiskaming Shores hereby supports the Town of Kirkland Lake's support for the Updated Northern Highway Safety Plan prepared by John Vanthof, MPP Timiskaming-Cochrane; Guy Bourgouin, MPP Mushkegowuk-James Bay; and Lise Vaugeois, MPP Thunder Bay-Superior North; and

That a copy of this resolution be forwarded to the Honourable Prabmeet Sarkaria, Minister of Transportation, and John Vanthof, MPP Timiskaming-Cochrane.

c) **Memo No. 009-2025-CS – Frog's Breath Application Sponsorship – Branch 54 Royal Canadian Legion - Haileybury**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No.009-2025-CS; and

That Council for the City of Temiskaming Shores hereby approves the request from the Branch 54 Royal Canadian Legion - Haileybury, and agrees to sponsor a funding application to the Frog's Breath Foundation, for their renovation project.

d) **Memo No. 010-2025-CS – Resolution of Support for BIA Block Party Application**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 010-2025-CS;

That Council confirms support for the New Liskeard Business Improvement Area (BIA) Board of Management's application to the NOHFC Cultural Support Program, in the amount of \$20,000 for the 2025 BIA Block Party; and

That Council will provide \$14,000 toward the project, and will offset any cost overruns through the BIA budget.

e) **Memo No. 011-2025-CS – Funding Agreement for Regional Economic Development – Delegation of Authority**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 011-2025-CS;

That Council provide the delegation of authority to the Mayor and Clerk to execute the agreement for federal funding related to the regional economic development project, and any and all required documentation and amendments, on behalf of the City of Temiskaming Shores, as required under the Agreement; and

Further that staff prepare a report and confirming by-law for presentation at a future Regular Council meeting, once the funding agreement has been finalized.

f) **Administrative Report No. CS-015-2025 – Ontario Proposing to Expand Strong Mayor Powers to 169 Additional Municipalities**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-015-2025, titled Ontario Proposing to Expand Strong Mayor Powers to 169 Additional Municipalities, for information purposes; and

That staff is directed to report back to Council should the City be officially designated under the amended regulation, with recommendations for adapting local governance processes, as required.

Optional:

That the Mayor submit comments through Ontario's Regulatory Registry regarding the proposed amendments to O. Reg. 530/22, to expand strong mayor powers and duties to additional municipalities, by the April 16, 2025 deadline.

g) **Memo No. 012-2025-RS – WSP Canada Inc. Green Fleet Project Agreement Amendment**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 012-2025-RS; and

That Council directs staff to prepare the necessary amendment to By-law No. 2025-025, being an agreement with WSP Canada Inc. for the creation of a Green Municipal Fleet Study, to replace “Schedule A” with a revised agreement, for consideration at the April 15, 2025 Regular Council Meeting.

15. By-Laws

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that:

- By-law No. 2025-030 Being a by-law to enter into an agreement with Miller Paving Limited for the 2025 roadway rehabilitation program
- By-law No. 2025-031 Being a by-law to enter into an agreement with Food Cycle Science Corporation for the supply and delivery of the FoodCycler products and management support of the Project (50 households)
- By-law No. 2025-032 Being a by-law to enter into a Conditional Contribution Agreement with the Northern Ontario Heritage Fund Corporation (NOHFC) under the Community Enhancement Program for upgrades and improvements to the recreational facilities in Farr Park and Shaver Park and outfield fencing at Dymond Park (Project No. 7510284)
- By-law No. 2025-033 Being a by-law to enter into a Transfer Payment Agreement with His Majesty the King in right of Ontario as represented by the Minister for Seniors and Accessibility, to expand the All Age Friendly program to support programming to more seniors within the community
- By-law No. 2025-034 Being a by-law to enter into an agreement with J.L. Richards & Associates Limited for the City of Temiskaming Shores Official Plan review
- By-law No. 2025-035 Being a by-law to enact a Zoning by-law Amendment to rezone 620 Lakeshore Road from Tourist Commercial (C4) to Medium Density Residential (R3) in the City of Temiskaming Shores Zoning By-law 2017-154
- By-law No. 2025-036 Being a by-law to amend By-law No. 2015-141, to adopt the Delegation of Powers and Duties Policy for the City of Temiskaming Shores (Cemetery)
- By-law No. 2025-037 Being a by-law to amend By-law No. 2022-185 to appoint community representatives to various committees and boards for the 2022-2026 term of

Council (New Liskeard Business Improvement Area Board of Management)

By-law No. 2025-038 Being a by-law to enter into a Grant Agreement under the Rural Transit Solutions Fund with His Majesty the King in right of Canada as represented by the Minister of Infrastructure and Communities, for the Transit Evaluation and Feasibility Study

By-law No. 2025-039 Being a by-law to amend by-law no. 2025-025 to enter into an agreement with WSP Canada Inc. for the creation of a Green Municipal Fleet Study for the City of Temiskaming Shores

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

16. Schedule of Council Meetings

- a) Committee of the Whole – April 29, 2025 starting at 3:00 p.m.
- b) Regular Council Meeting – May 20, 2025 starting at 6:00 p.m.

17. Question and Answer Period

18. Closed Session

None

19. Confirming By-law

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that By-law No. **2025-040** 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 April 15, 2025, and at its Committee of the Whole Meeting held on April 1, 2025, be hereby introduced and given first, second, third and final reading; and be signed by the Mayor and Clerk and the Corporate Seal affixed thereto.

20. Adjournment

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, March 18, 2025 – 6:00 p.m.
City Hall – Council Chambers – 325 Farr Drive

Minutes

1. Land Acknowledgement

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

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

2. Call to Order

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

3. Roll Call

Council:	Mayor Jeff Laferriere and Councillors Dan Dawson, Melanie Ducharme, Ian Graydon, Nadia Pelletier-Lavigne (virtual), Danny Whalen, and Mark Wilson
Present:	Logan Belanger, Municipal Clerk Sandra Lee, City Manager Shelly Zubyck, Director of Corporate Services Mathew Bahm, Director of Recreation James Franks, Economic Development Coordinator Steve Langford, Fire Chief Brad Hearn, Information Technology Steve Burnett, Manager of Environmental Services Mitch McCrank, Manager of Transportation Services
Regrets:	N/A

Media: 1
Delegates: N/A
Members of the Public: 3

4. Review of Revisions or Deletions to Agenda

The Clerk received an item that was deemed to be time sensitive for Council consideration:

Resolution No. 2025-092

Moved by: Councillor Whalen
Seconded by: Councillor Graydon

Whereas Section 39.6 (b) of Procedural By-law No. 2023-022, states should an item deemed to be time sensitive need to be added to the Agenda without advance public notice such as during the “Review of Revisions or Deletions to the Agenda”, Council shall vote to allow such item(s) to be added to the Agenda, and shall require a majority vote of the members present and voting.

Be it resolved that Council of the City of Temiskaming Shores, in accordance with Section 39.6 (b) of the City’s Procedural By-law, hereby allows the addition of:

- Section 18 – Closed Session, Item c) titled: Under Section 239(2)(b) of the Municipal Act, 2001 – Personal matter (identifiable individual) – HR Update

to be added to the Agenda.

Carried

5. Approval of Agenda

Resolution No. 2025-093

Moved by: Councillor Dawson
Seconded by: Councillor Wilson

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

Carried

6. Disclosure of Pecuniary Interest and General Nature

Councillor Nadia Pelletier-Lavigne declared a Conflict of Pecuniary Interest related to Section 7) Public Meetings pursuant to the Planning Act, item a) Zoning By-law Amendment Application No. ZBA-2025-01, as the subject property is her immediate neighbour.

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

- a) Zoning By-law Amendment Application No. ZBA-2025-01

Councillor Pelletier-Lavigne disclosed a pecuniary interest related Zoning By-law Amendment Application No. ZBA-2025-01; therefore, did not participate in discussion.

Applicant: 1958088 Ontario Ltd. – Jocelyn Blais

Property: 620 Lakeshore Road, Haileybury

Purpose: To rezone the subject land from Tourist Commercial – C4 to Medium Density Residential – R3

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

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

Mayor Laferriere declared the meeting to be open and to be a public meeting pursuant to Section 34 of the Planning Act, and requested the Director of Corporate Services to outline the details of the application.

Shelly Zubyck, Director of Corporate Services, utilizing PowerPoint, outlined the background, purpose, and planning analysis related to the Zoning by-law amendment. The applicant is seeking to rezone the subject land from Tourist Commercial – C4 to Medium Density Residential – R3; it was further noted that the short-term accommodation rentals will continued to be licensed through the City's Short Term Accommodation By-law. Next steps would include an administrative, planning report and draft by-law for consideration at the April 1st, 2025 Committee of the Whole meeting.

The notice of the public meeting was provided via the City Bulletin in accordance with the statutory notice requirements of the Planning Act. No comments were received prior to the public meeting.

Mayor Laferriere inquired if there were any comments from members of the public or Council, and no questions were received; however, Jocelyn Blais (property owner) provided additional background information and purpose for submitting the application was based on feedback from prospective buyers.

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

b) Potential Disposition of Land

Applicant: Gilli's Custom Container Ltd.

Property: A portion of Blackwall Street and a portion of Russell Street (unopened road allowances), as identified on Plan M73-NB, within the Haileybury Industrial Park.

Purpose: The applicant is seeking to purchase the subject lands to facilitate the continued use/ development of the outdoor storage business.

Mayor Laferriere outlined that the purpose of this public meeting is to present to Council and the public details related to proposed disposition of land.

The meeting also allows the public to provide comments on the proposed disposition prior to Council making a decision.

Mayor Laferriere declared that this to be an open public meeting and requested the Clerk, Logan Belanger to outline the details of the proposed disposition.

The Clerk, utilizing PowerPoint, outlined the background related to the proposed disposition, provided a map of the subject property/ immediate area, and provided recommendations for the land disposition in accordance with the applicable by-law.

No objections were received prior to the public meeting on the proposed sale; however, a comment was received from Hydro they would be impacted by the proposed sale, due to infrastructure along the northern limit of the Blackwall Street Road allowance. A five (5) meter easement from the centre line of the infrastructure would be required prior to the sale closing. The easement agreement with Hydro would not permit encumbrances on the land, which would no longer be useful for the purposes of storage facilities, shipping

containing, etc. As such, the applicant was consulted, and staff recommend the City retain ownership the portion of road allowance with Hydro Infrastructure.

Notice of the public meeting was provided in accordance with the City's disposition of land By-law No. 2015-160, through posting on the City's website, in the City Bulletin, mailed to a neighbouring property owner, and emailed to utility companies.

Municipal staff comments were reviewed related to the Zoning and Official Plan designations, and that a reference plan would be required for legal description of subject road allowances, as well as adopting a Stop up and Close By-law.

Next steps would be a survey to legally describe the road allowances for transfer, followed by an administrative report to Council recommending the adoption of a stop up and closure by-law for the road allowance, and a purchase and sale agreement.

Mayor Laferriere stated that if there are any members of the public wanting to speak to this issue, and no comments were received.

Mayor Laferriere inquired if there were any comments from members of Council, and no objections were received.

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

Resolution No. 2025-094

Moved by: Councillor Graydon

Seconded by: Councillor Ducharme

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges the presentation regarding the potential disposition of land from the Municipal Clerk; and

That Council directs staff to proceed with the survey for a portion of Blackwall Street and a portion of Russell Street (unopened road allowances), as identified on Plan M73-NB within the Haileybury Industrial Park, and to prepare an administrative report related to the potential disposition of land, for consideration at a future Council meeting.

Carried

8. Review and Adoption of Council Minutes

Resolution No. 2025-095

Moved by: Councillor Dawson

Seconded by: Councillor Wilson

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

- a) Regular Council Meeting – February 18, 2025; and
- b) Committee of the Whole Meeting – March 4, 2025.

Carried

9. Presentations / Delegations

None

10. Correspondence/ Communications

- a) Councillor Todd Dowd, Municipality of Northern Bruce Peninsula

Re: Resolution of Support - Cell Towers and their Associated Maintenance, 2025-02-14

Reference: Received for Information

- b) Councillor Todd Dowd, Municipality of Northern Bruce Peninsula

Re: Proposed Mandate that all new cars and trucks sold in Canada be equipped with a tow hook, 2025-02-14

Reference: Received for Information

- c) Christine Gallagher – Northern Hospice Care/Soins Hospice du Nord

Re: Update on Committee and Objectives, 2025-02-18

Reference: Received for Information

- d) Sonya Pacheco, Legislative Coordinator – The City of Brampton

Re: Resolution of Support - Driver Training and Examinations Auditor General Report, 2025-02-25

Reference: Received for Information

Note: Councillor Wilson requested this item be returned for Council consideration, following review of data.

- e) District of Timiskaming Social Services Administration Board

Re: DTSSAB Quarterly Report Q4 – 2024 (October 1st to December 31st)

Reference: Received for Information

- f) Northeastern Public Health

Re: Community Merger Update, 2025-03-06

Reference: Received for Information

- g) Tara Reynolds, Clerk – Town of Bradford West Gwillimbury

Re: Resolution of Support – Request for Landlord Tenant Reforms, 2025-03-12

Reference: Received for Information

Note: Councillor Ducharme requested this item be returned for Council consideration.

- h) Dr. Barry Wellar, C.M. (Formerly of Latchford) Professor Emeritus, University of Ottawa, President, Information Research Board

Re: Agricultural land and food security, 2025-03-05

Reference: Received for Information

Note: Councillor Wilson supported the City's participation in this initiative.

- i) Amberly Spilman Deputy Clerk/ Lottery Licensing Officer – Town of Kirkland Lake

Re: Resolution of Support – Safer Highways, 2025-03-06

Reference: Received for Information

Note: Councillor Ducharme requested this item be returned for Council consideration

Resolution No. 2025-096

Moved by: Councillor Whalen

Seconded by: Councillor Graydon

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

Carried

11. Committees of Council – Community and Regional

Resolution No. 2025-097

Moved by: Councillor Dawson

Seconded by: Councillor Ducharme

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

- a) Minutes from the New Liskeard Business Improvement Area Board of Management meeting held on February 10, 2025;
- b) Minutes from the District of Timiskaming Social Services Administration Board meeting held on January 22, 2025;
- c) Minutes from the Northeastern Public Health, Board of Health meeting held on January 30, 2025; and
- d) Minutes from the Temiskaming Shores Public Library Board meeting held on January 22, 2025.

Carried

12. Reports by Members of Council

Councillor Whalen, Council Liaison for the Rockin' On Canada Day Committee, provided an updated on event preparations, including performances, parade, anticipated attendees and advertisements. The Committee requested consideration of the closure of a portion of May Street, and use of the shower/washroom facilities at the Pool & Fitness Centre. Sandra Lee, City Manager and staff contact for the Committee, offered to discuss the request with Committee representatives, to develop a report for Council consideration.

Mayor Laferriere provided an update on the 2025 Prospectors & Developers Association of Canada (PDAC) conference in Toronto, which brought together approximately 28,000 attendees, and highlighted the Northern Ontario Mining Showcase, the largest pavilion at the conference, featuring 112 Northern Ontario businesses and organizations. The Mayor on behalf of Council extended appreciation to FedNor's ongoing support, and thanked staff for their work on the event.

13. Notice of Motions

None

14. New Business

- a) **Resolution of Support from Peterborough County – U.S. Tariffs on Canadian Goods (Correspondence item from the February 18, 2025 Regular Council Meeting)**

Resolution No. 2025-098

Moved by: Councillor Dawson

Seconded by: Councillor Wilson

Whereas Council of the County of Peterborough adopted a resolution regarding U.S. Tariffs on Canadian Goods at their regular meeting on February 5, 2025; and

Whereas Premier Doug Ford has outlined several plans to combat the impact the tariffs would have on Ontario including Fortress Am-Can which focus on strengthening trade between Ontario and the U.S. while bringing good jobs back home for workers on both sides of the border; and

Whereas the federal government has also outlined several ways to address the current relationship with the U.S. including establishing the Council on Canada-

U.S. relations to support the federal government as it negotiates with the U.S on tariffs; and

Whereas trade between Ontario and the United States is very important to our residents and local economies and requires all levels of government to work together in the best interest of those residents; and

Whereas according to data from the Association of Municipalities of Ontario, across Ontario municipalities are expected to spend between \$250 and \$290 billion on infrastructure in the next 10 years; and

Whereas municipalities have traditionally treated all procurements from trade partners equally and fairly; and

Whereas municipalities can assist in the Team Canada effort to combat tariffs and support businesses in our procurement for capital and infrastructure programs; and

Whereas there are trade barriers between Canadian provinces.

Be it resolved that Council of the City of Temiskaming Shores hereby supports the County of Peterborough in their endorsement of the provincial and federal governments measures in response to the U.S. tariffs on Canadian goods, and their request to take any and all measures to protect the interests of Ontario in trade negotiations; and

That federal and provincial governments remove any impediments to municipalities preferring Canadian companies and services for capital projects and other supplies; and

That the provincial and federal governments take action to remove trade barriers between provinces as a response to US tariffs and support Canadian businesses; and

Further that a copy of this resolution be sent to The Right Honourable Mark, Carney, Prime Minister of Canada; The Honourable Doug Ford, Premier of Ontario; The Honourable Melanie Joly, Minister of Foreign Affairs; The Honourable Vic Fedeli, Minister of Economic Development, Job Creation and Trade; The Honourable Nathaniel Erskine-Smith, Minister of Housing, Infrastructure and Communities; The Honourable Paul Calandra, Minister of Municipal Affairs and Housing; Rebecca Bligh, President of FCM; Robin Jones, President of AMO; Bonnie Clark, Chair, Eastern Ontario Wardens' Caucus; John Beddows, Chair, Eastern Ontario Mayors' Caucus; the Honourable Anthony Rota, MP Nipissing-Timiskaming; John Vanthof, MPP Timiskaming-Cochrane; and the County of Peterborough.

Carried

b) **Resolution of Support – City of Toronto - Paid-Plasma-Free Zone to Reinforce Principles of Voluntary, Non-Remunerated Blood and Plasma Donation (Correspondence item from the Regular Council Meeting)**

Resolution No. 2025-099

Moved by: Councillor Graydon

Seconded by: Councillor Wilson

Whereas Council of the City of Toronto adopted a resolution regarding a paid-plasma-free zone to reinforce the principles of voluntary, non-remunerated blood and plasma donation.

Be it resolved that Council of the City of Temiskaming Shores hereby supports the City of Toronto in their opposition to the operation of private for-profit blood collection companies, and supports only voluntary blood and plasma collection, where donors do not receive payment for their blood or plasma; and

Further that a copy of this resolution be sent to The Honourable Kamal Khera, Federal Minister of Health; The Honourable Sylvia Jones, Ontario Minister of Health; The Honourable Anthony Rota, MP Nipissing-Timiskaming; John Vanthof, MPP Timiskaming-Cochrane; Canadian Blood Services; and the City of Toronto.

Carried

c) **Citizen Engagement through Town Hall Events (Notice of Motion Presented by Councillor Mark Wilson at the February 18, 2025 Regular Council Meeting)**

Resolution No. 2025-100

Moved by: Councillor Dawson

Seconded by: Councillor Ducharme

Whereas providing opportunities for direct engagement between elected officials and the community is important to maintain open lines of communication with residents; and

Whereas town hall events are an effective and inclusive platform for fostering dialogue, gathering feedback, and addressing public concerns in a transparent and accessible manner; and

Whereas the establishment of an informal atmosphere for community members to engage directly with elected officials, would provide a platform for the free exchange of ideas and information, and receive feedback on community matters and issues that affect residents; and

Whereas through the establishment of guidelines and procedures for organizing town hall events, would ensure they are effective, and beneficial to both elected officials and residents.

Be it resolved that Council of the City of Temiskaming Shores directs staff to explore various avenues for organizing town hall events, including identifying potential locations, formats, frequency, and methods for encouraging resident participation, and to develop a policy aimed at facilitating engagement between elected officials and residents.

Carried

d) **Amendment to Council Meeting Schedule**

Resolution No. 2025-101

Moved by: Councillor Graydon

Seconded by: Councillor Whalen

Whereas Council adopted Resolution No. 2024-356 at the October 1, 2024 Committee of the Whole meeting, establishing a meeting schedule from January 2025 to July 2025; and

Whereas Mayor Laferriere, and Councillors Dawson, Whalen and Wilson will not be in attendance for the scheduled May 6, 2025 Committee of the Whole meeting, as they will be attending the Federation of Northern Ontario Municipalities (FONOM) Conference.

Now therefore be it resolved that Council of the City of Temiskaming Shores hereby agrees to reschedule the Tuesday, May 6, 2025 Committee of the Whole meeting to Tuesday, April 29, 2025 at 3:00 p.m.

Carried

e) **Memo No. 004-2025-CS – Canada - United States Trade**

Resolution No. 2025-102

Moved by: Councillor Ducharme

Seconded by: Councillor Wilson

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No.004-2025-CS, for information purposes.

Carried

f) **Memo No. 005-2025-CS Canada – Application to the Canada Water Agency’s EcoAction Funding Stream**

Resolution No. 2025-103

Moved by: Councillor Graydon

Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No.005-2025-CS;

That Council directs Mayor Laferriere to provide a letter of support to the Temiskaming First Nation (TFN), in partnership with Organisme de bassin versant du Témiskamingue (OBVT), in their application to the Canada Water Agency's EcoAction funding stream; and

Further that the letter of support include the City of Temiskaming Shores’ in-kind contributions to the project, such as meeting space for community education, itinerant office space for TFN and/ or OBVT staff working on the project, and staff time for meetings and events.

Carried

g) **Administrative Report No. RS-006-2025 – Mayors’ Monarch Pledge**

Resolution No. 2025-104

Moved by: Councillor Ducharme

Seconded by: Councillor Dawson

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-006-2025; and

That Council directs staff to complete the Mayor’s Monarch Pledge prior to the March 31, 2025, deadline and submit a minimum of three (3) action items to be completed in 2025.

Carried

15. By-Laws

Resolution No. 2025-105

Moved by: Councillor Whalen

Seconded by: Councillor Graydon

Be it resolved that:

- | | |
|---------------------|---|
| By-law No. 2025-021 | Being a by-law to enter into a three (3) year agreement with Grass King Inc. for asphalt markings and symbol painting services |
| By-law No. 2025-022 | Being a by-law to enter into an agreement with Alvin Caldwell Sand and Gravel Ltd. for the supply and stockpile/ delivery of Granular 'M' |
| By-law No. 2025-023 | Being a by-law to amend By-law No. 2022-185 to appoint community representatives to various Committees and Boards for the 2022-2026 term of Council |
| By-law No. 2025-024 | Being a by-law to authorize entering into a funding agreement with the Federation of Canadian Municipalities (FCM) under the Green Municipal Fund (GMF) for the development of a fleet decarbonization plan |
| By-law No. 2025-025 | Being a by-law to enter into an agreement with WSP Canada Inc. for the creation of a Green Municipal Fleet Study for the City of Temiskaming Shores |
| By-law No. 2025-026 | Being a by-law to enter into an operating agreement with the Temiskaming Shores Development Corporation for a five (5) year term |
| By-law No. 2025-027 | Being a by-law to enter into a three (3) year agreement with Capital Pyrotechnics for the provision of fireworks display services for Canada Day events |
| By-law No. 2025-028 | Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the Mount Pleasant Cemetery embankment remediation project |

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

Councillor Pelletier-Lavigne requested By-law No. 2025-027 be separated for the purpose of discussion:

Resolution No. 2025-105(1)

Moved by: Councillor Wilson

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that Council for the City of Temiskaming Shores hereby delete By-law No. 2025-027 regarding the agreement with Capital Pyrotechnics for the provision of fireworks services, from the consolidated motion, to be dealt with separately, in accordance with Section 46.6 of the City's Procedural By-law No. 2023-022.

Carried

Resolution No. 2025-105(2)

Moved by: Councillor Dawson

Seconded by: Councillor Whalen

Be it resolved that:

By-law No. 2025-027 Being a by-law to enter into a three (3) year agreement with Capital Pyrotechnics for the provision of fireworks display services for Canada Day events

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

Carried

Resolution No. 2025-105-3

Moved by: Councillor Graydon

Seconded by: Councillor Whalen

Be it resolved that:

By-law No. 2025-021 Being a by-law to enter into a three (3) year agreement with Grass King Inc. for asphalt markings and symbol painting services

By-law No. 2025-022 Being a by-law to enter into an agreement with Alvin Caldwell Sand and Gravel Ltd. for the supply and stockpile/ delivery of Granular 'M'

- By-law No. 2025-023 Being a by-law to amend By-law No. 2022-185 to appoint community representatives to various Committees and Boards for the 2022-2026 term of Council
- By-law No. 2025-024 Being a by-law to authorize entering into a funding agreement with the Federation of Canadian Municipalities (FCM) under the Green Municipal Fund (GMF) for the development of a fleet decarbonization plan
- By-law No. 2025-025 Being a by-law to enter into an agreement with WSP Canada Inc. for the creation of a Green Municipal Fleet Study for the City of Temiskaming Shores
- By-law No. 2025-026 Being a by-law to enter into an operating agreement with the Temiskaming Shores Development Corporation for a five (5) year term
- By-law No. 2025-028 Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the Mount Pleasant Cemetery embankment remediation project

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

Carried

16. Schedule of Council Meetings

- a) Committee of the Whole – April 1, 2025 starting at 3:00 p.m.
- b) Regular Council Meeting – April 15, 2025 starting at 6:00 p.m.

17. Question and Answer Period

None

18. Closed Session

Resolution No. 2025-106

Moved by: Councillor Dawson

Seconded by: Councillor Ducharme

Be it resolved that Council agrees to convene in Closed Session at 7:20 p.m. to discuss the following matters:

- a) Adoption of the February 18, 2025 Closed Session minutes;
- b) Under Section 239(2)(b) of the Municipal Act, 2001 – Personal matter (identifiable individual) – Cemetery Matter; and
- c) Under Section 239(2)(b) of the Municipal Act, 2001 – Personal matter (identifiable individual) – HR Update (Note: **Agenda addition**).

Carried

Resolution No. 2025-107

Moved by: Councillor Graydon

Seconded by: Councillor Whalen

Be it resolved that Council agrees to rise with report from Closed Session at 7:37 p.m.

Carried

Matters from Closed Session

Adoption of the February 18, 2025 Closed Session Minutes

Resolution No. 2025-108

Moved by: Councillor Whalen

Seconded by: Councillor Ducharme

Be it resolved that Council approves the following as printed:

- a) Closed Session Minutes from the February 18, 2025 Regular Council meeting.

Carried

Under Section 239(2)(b) of the Municipal Act, 2001 – Personal matter (identifiable individual) – Cemetery Matter

Council provided direction to staff.

Under Section 239(2)(b) of the Municipal Act, 2001 – Personal matter (identifiable individual) – HR Update

Staff provided Council with an update.

19. Confirming By-law

Resolution No. 2025-109

Moved by: Councillor Dawson

Seconded by: Councillor Graydon

Be it resolved that By-law No. **2025-029** 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 March 18, 2025, and at its Committee of the Whole Meeting held on March 4, 2025, be hereby introduced and given first, second, third and final reading; and be signed by the Mayor and Clerk and the Corporate Seal affixed thereto.

Carried

20. Adjournment

Resolution No. 2025-110

Moved by: Councillor Dawson

Seconded by: Councillor Ducharme

Be it resolved that Council hereby adjourns its meeting at 7:39 p.m.

Carried

Mayor

Clerk



**The Corporation of the City of Temiskaming Shores
Committee of the Whole
Tuesday, April 1, 2025 – 3:00 p.m.
City Hall – Council Chambers – 325 Farr Drive**

Minutes

1. Land Acknowledgement

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

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

2. Call to Order

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

3. Roll Call

Council:	Mayor Jeff Laferriere and Councillors Dan Dawson, Melanie Ducharme (virtual), Ian Graydon, Mark Wilson and Danny Whalen (virtual)
Present:	Logan Belanger, Municipal Clerk Sandra Lee, City Manager Shelly Zubyck, Director of Corporate Services Mathew Bahm, Director of Recreation Jocelyn Plante, Fire Prevention Officer Brad Hearn, Information Technology Steve Burnett, Manager of Environmental Services
Regrets:	Councillor Nadia Pelletier-Lavigne
Media:	1
Delegates:	N/A
Members of the Public:	1

4. Review of Revisions or Deletions to the Agenda

Resolution No. 2025-111

Moved by: Councillor Graydon

Seconded by: Councillor Dawson

Whereas Section 39.6 (b) of Procedural By-law No. 2023-022, states should an item deemed to be time sensitive need to be added to the Agenda such as during the “Review of Revisions or Deletions to the Agenda”, Council shall vote to allow such item(s) to be added to the Agenda, and shall require a majority vote of the members present and voting.

Be it resolved that Council of the City of Temiskaming Shores, in accordance with Section 39.6 (b) of the City’s Procedural By-law, hereby allows the agenda addition of:

- Section 7 – Public Meetings pursuant to the Planning Act, Municipal Act and other Statutes, item a) Zoning By-law Amendment, ZBA-2025-002, Phippen Farms Inc. regarding land on Clover Valley Road

as the Notice of the public hearing was advertised in accordance with the Planning Act.

Carried

5. Approval of the Agenda

Resolution No. 2015-112

Moved by: Councillor Graydon

Seconded by: Councillor Wilson

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

Carried

6. Disclosure of Pecuniary Interest and General Nature

None

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

a) Zoning By-law Amendment Application No. ZBA-2025-02

Applicant: Phippen Farms Inc.

Property: Clover Valley Road, Temiskaming Shores/ BUCKE CON 6 PT
LOT 7 PCL 14052SST

Purpose: To rezone the subject land from Rural – H1 to General Industrial – M1.

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

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

Mayor Laferriere declared the meeting to be open and to be a public meeting pursuant to Section 34 of the Planning Act, and requested the Director of Corporate Services to outline the details of the application.

Shelly Zubyck, Director of Corporate Services, utilizing PowerPoint, outlined the background, purpose, and planning analysis related to the Zoning by-law amendment. The applicant is seeking to rezone the subject land from Rural – H1 to General Industrial (M1), to allow for the construction of a recycling facility/ transfer station (permitted use). The subject land was recently approved by the Committee of Adjustment to be severed, and this proposed zoning by-law amendment would apply to the newly severed property only. As the property has a holding provision related to a potential mining hazard, the Ministry of Northern Development and Mines were consulted. The Ministry recommended a 50-foot buffer zone around the mine hazard features that will prevent development of any potential infrastructure, such as but not limited to, roads, buildings, etc. The location of the hazard is more than the recommended 50-foot buffer.

Next steps would include an administrative, planning report and draft by-law for consideration at the April 29, 2025 Committee of the Whole meeting.

Notice of the public hearing was advertised in the Temiskaming Speaker beginning on March 12th, 2025 and to surrounding property owners, in

accordance with the statutory notice requirements of the Planning Act. The Application was also circulated to City staff, and no concerns or objections have been received, and no comments or concerns have been received from external agencies or members of the public.

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

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

8) Public Works

a) Delegations/Communications

None

b) Administrative Reports

1. Memo No. 008-2025-PW – Transportation Department Update

Resolution No. 2025-113

Moved by: Councillor Graydon

Seconded by: Councillor Wilson

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 008-2025-PW, regarding the Transportation Services Operations update for information purposes.

Carried

2. Memo No. 009-2025-PW –Lease Agreement Extension for 547 Barr Drive (Spoke Transfer Station)

Resolution No. 2025-114

Moved by: Councillor Wilson

Seconded by: Councillor Graydon

Whereas the City of Temiskaming Shores entered into an agreement with Phippen Waste Management for the lease of 547 Barr Drive (Spoke Transfer Station), which is scheduled to terminate on April 30, 2025; and

Whereas it is in the best interest of the City to exercise its option to extend the lease to ensure uninterrupted recycling services for neighboring communities and the City's Industrial, Commercial, and Institutional (ICI) sector; and

Whereas the extension is contingent upon approval by both parties.

Be it resolved that Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 009-2025-PW, and exercises its option to extend the lease with Phippen Waste Management for 547 Barr Drive, on a monthly basis from May 1, 2025, until August 31, 2025, in accordance with Section 2 of By-law No. 2024-133.

Carried

3. Administrative Report No. PW-013-2025 – 2025 Roads Program – Tender Award

Resolution No. 2025-115

Moved by: Councillor Graydon

Seconded by: Councillor Wilson

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-013-2025; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Miller Paving Limited for:

- a. The 2025 Roads Program, with the upset limit of \$500,000.00 (including applicable taxes);
- b. The Farr Park Project for \$65,750.00 (excluding applicable taxes); and
- c. The 2025 Golf Course Road Rehabilitation Project for approximately \$512,816.12 (including applicable taxes) to meet the Northern Ontario Resource Development Support (NORDS) funding deadlines;

for consideration at the April 15, 2025, Regular Council meeting.

Carried

4. Administrative Report No. PW-014-2025 – 2025 FoodCycler Program

Resolution No. 2025-116

Moved by: Councillor Dawson

Seconded by: Councillor Wilson

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-014-2025; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Food Cycle Science Corporation, for the supply and delivery of the FoodCycler product and management support of the Project, based on 50 households at an estimated net municipal cost of \$6,400.00, for consideration at the April 15, 2025, Regular Council Meeting.

Carried

c) New Business

None

9) Recreation Services

a) Delegations/Communications

None

b) Administrative Reports

1. Memo No. 009-2025-RS – NOHFC – Community Enhancement Program Funding Agreement

Resolution No. 2025-117

Moved by: Councillor Graydon

Seconded by: Councillor Dawson

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 009-2025-RS; and

That Council directs staff to prepare the necessary by-law to enter into a funding agreement with the Northern Ontario Heritage Fund Corporation under the Community Enhancement Program, for upgrades and improvements to recreational facilities in Farr Park and Shaver Park, and outfield fencing at

Dymond Park, in the amount of \$269,438 (75% of eligible project costs), for consideration at the April 15, 2025 Regular Council meeting.

Carried

2. Memo No. 010-2025-RS – Seniors Active Living Centre – Transfer Payment Agreement

Resolution No. 2025-118

Moved by: Councillor Graydon

Seconded by: Councillor Wilson

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 010-2025-RS;

That Council hereby delegates authority to the City Manager to enter into a five (5) year Transfer Payment Agreement with His Majesty the King in right of Ontario as represented by the Minister for Seniors and Accessibility, to expand the All Age Friendly program to support programming to more seniors within the community, prior to the April 11, 2025 deadline; and

That Council directs staff to prepare the necessary by-law to confirm the Transfer Payment Agreement with the Ministry for Seniors and Accessibility, at the April 15, 2025 Regular Council meeting.

Carried

3. Memo No. 011-2025-RS – Recreation Operations Update (April)

Resolution No. 2025-119

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 011-2025-RS, regarding the Recreation Operations Update for the Month of April 2025, for information purposes.

Carried

4. Administrative Report No. RS-007-2025 – North On Tap 2025 Request for Assistance

Resolution No. 2025-120

Moved by: Councillor Graydon

Seconded by: Councillor Dawson

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-007-2025;

That Council approve the request from North On Tap for the use of municipal land on Friday July 11, 2025 and on Saturday July 12, 2025; and

That Council approves the various in-kind services estimated at \$14,600, including set-up and take down of the event, supply of requested equipment and provision of free boat docking the day of the event.

Carried

c) New Business

None

10) Fire Services

a) Delegations/Communications

None

b) Administrative Reports

1. Fire Activity Report – April 1, 2025

Resolution No. 2025-121

Moved by: Councillor Dawson

Seconded by: Councillor Wilson

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of the Fire Activity Report, for the period from February 27, 2025 to March 25, 2025, for information purposes.

Carried

2. Memo No. 006-2025-PPP – Appointment of Volunteer Firefighter

Resolution No. 2025-122

Moved by: Councillor Graydon

Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 006-2025-PPP; and

That Council hereby appoints Eric Geoffroy as Volunteer Firefighter to the Temiskaming Shores Fire Department, in accordance with the Recruitment and Retention Program.

Carried

3. Memo No. 007-2025-PPP – Appointment of Auxiliary Firefighter

Resolution No. 2025-123

Moved by: Councillor Dawson

Seconded by: Councillor Wilson

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 007-2025-PPP; and

That Council hereby appoints Eric Begemann as Auxiliary Firefighter to the Temiskaming Shores Fire Department, in accordance with the Recruitment and Retention Program.

Carried

c) New Business

None

11. Corporate Services

a) Delegations/Communications

None

b) Administrative Reports

1. Memo No. 006-2025-CS – Resolution of support to FedNor CINNO Application

Resolution No. 2025-124

Moved by: Councillor Dawson

Seconded by: Councillor Graydon

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 006-2025-CS;

That Council confirms support of the application to FedNor's Community Investment Initiative – Northern Ontario (CIINO) Program, in the amount of \$345,000 for the hiring of a regional Economic Development Officer for a three (3) year term; and

That Council confirms the City's contribution of \$48,000 over the three (3) year term, along with any cost overruns associated with project.

Carried

2. Memo No. 007-2025-CS – Economic Development Update: February to March 2025

Resolution No. 2025-125

Moved by: Councillor Graydon

Seconded by: Councillor Dawson

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 007-2025-CS, regarding the Economic Development Update for the period from February 21, 2025 to March 31, 2025, for information purposes.

Carried

3. Memo No. 008-2025-CS – Sponsorship of Frogs Breath Grant Application – Temiskaming & Northern Ontario Sno Travellers

Resolution No. 2025-126

Moved by: Councillor Wilson

Seconded by: Councillor Graydon

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 008-2025-CS; and

That Council for the City of Temiskaming Shores approve the request from the Temiskaming & Northern Ontario Sno Travellers, and agrees to sponsor a funding application to the Frog's Breath Foundation, for the purchase of four steel sleighs, for trail maintenance purposes.

Carried

4. Administrative Report No. CS-011-2025 – 2024 Annual Building Statistics

Resolution No. 2025-127

Moved by: Councillor Graydon

Seconded by: Councillor Ducharme

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-011-2025; and

That Council directs staff to post the 2024 Annual Report - Building Permit Fees on the City's website, and to make the report available to persons or organizations, in accordance with the Ontario Building Code Act.

Carried

5. Administrative Report No. CS-012-2025 – Official Plan Request for Proposal (RFP) Award

Resolution No. 2025-128

Moved by: Councillor Whalen

Seconded by: Councillor Ducharme

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-012-2025; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with J.L. Richards and Associates Ltd., for the purpose of

developing a new Official Plan in the amount of \$74,507 plus applicable taxes, for consideration at the April 15, 2025, Regular Council meeting.

Carried

6. Administrative Report No. CS-013-2025 – Zoning By-law Amendment – President’s Suites (620 Lakeshore Road)

Resolution No. 2025-129

Moved by: Councillor Wilson

Seconded by: Councillor Graydon

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-013-2025;

That Council agrees to amend the provisions of the City of Temiskaming Shores Zoning By-law No. 2017-154, to permit the zone change from Tourist Commercial (C4) to Medium Density Residential (R3); and

That Council directs staff to prepare the necessary by-law to amend the City’s Zoning By-law No. 2017-154, for consideration at the April 15, 2025 Regular Council meeting.

Carried

7. Administrative Report No. CS-014-2025 – Delegation of Powers (Cemetery)

Resolution No. 2025-130

Moved by: Councillor Whalen

Seconded by: Councillor Ducharme

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-014-2025; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2015-141, being a policy for the Delegation of Powers and Duties for the City of Temiskaming Shores, to include Cemetery Administration provisions, for consideration at the April 15, 2025 Regular Council meeting.

Carried

c) New Business

None

12) Schedule of Council Meetings

- a) Regular Council Meeting – April 15, 2025 starting at 6:00 p.m.
- b) Committee of the Whole – April 29, 2025 starting at 3:00 p.m.

13) Closed Session

Resolution No. 2025-131

Moved by: Councillor Wilson

Seconded by: Councillor Dawson

Be it resolved that Council agrees to convene in Closed Session at 3:45 p.m. to discuss the following matters:

- a) Adoption of the March 18, 2025 Closed Session minutes; and
- b) Under Section 239(2)(b) of the Municipal Act, 2001 – Personal matter (identifiable individual) – New Liskeard Business Improvement Area Board of Management, Board Member Vacancy.

Carried

Resolution No. 2025-132

Moved by: Councillor Dawson

Seconded by: Councillor Graydon

Be it resolved that Council agrees to rise with report from Closed Session at 3:48 p.m.

Carried

Matters from Closed Session

Adoption of the March 18, 2025 Closed Session Minutes

Resolution No. 2025-133

Moved by: Councillor Graydon

Seconded by: Councillor Whalen

Be it resolved that Council approves the following as printed:

- a) Closed Session Minutes from the March 18, 2025 Regular Council meeting.

Carried

Under Section 239(2)(b) of the Municipal Act, 2001 – Personal matter (identifiable individual) – New Liskeard Business Improvement Area Board of Management, Board Member Vacancy

Resolution No. 2025-134

Moved by: Councillor Dawson

Seconded by: Councillor Wilson

Be it resolved that Council directs staff to prepare the necessary by-law to appoint Brooke Huppe to the New Liskeard Business Improvement Area Board of Management, for consideration at the April 15, 2025 Regular Council Meeting.

Carried

14) Adjournment

Resolution No. 2025-135

Moved by: Councillor Ducharme

Seconded by: Councillor Whalen

Be it resolved that Council hereby adjourns its meeting at 3:49 p.m.

Carried

Mayor

Clerk

North Bay District Office
875 Gormanville Road
North Bay, ON P1B 8G3
Tel : 705- 475-5501
Fax : 705-475-5500

District de North Bay
875 chemin Gormanville
North Bay, ON P1B 8G3
Tél. : 705-475-5501
Télééc. : 705-475-5500



March 15th, 2025

To whom it may concern,

Please find attached a copy of both the English and French versions of the “Inspection of 2025-2026 Annual Work Schedule for the Temagami Forest” for your review. The AWS describes forest operations such as road construction, maintenance, and decommissioning, forestry aggregate pits, harvest, site preparation, tree planting, and tending that are scheduled during the year (April 1, 2025 – March 31, 2026).

All future Temagami Forest Annual Work Schedule notices can be sent electronically to clients who request that format.

If you would like future notices sent to you by electronic mail, please send an email indicating this from your preferred email address along with your name/business name and current mailing address to MNR.NorthBay@ontario.ca. In the subject line, please include “Annual Work Schedule Temagami Forest”.

Should you have any questions regarding your communication preferences or have any updates to your mailing or email address, please feel free to send your updates by email to MNR.NorthBay@ontario.ca or by telephone at (705) 475-5501.

Sincerely,

A handwritten signature in black ink, appearing to read "Adrienne Pierre".

Adrienne Pierre, R.P.F.
Management Forester – Temagami Forest
Ministry of Natural Resources
875 Gormanville Road, North Bay, Ontario P1B 8G3

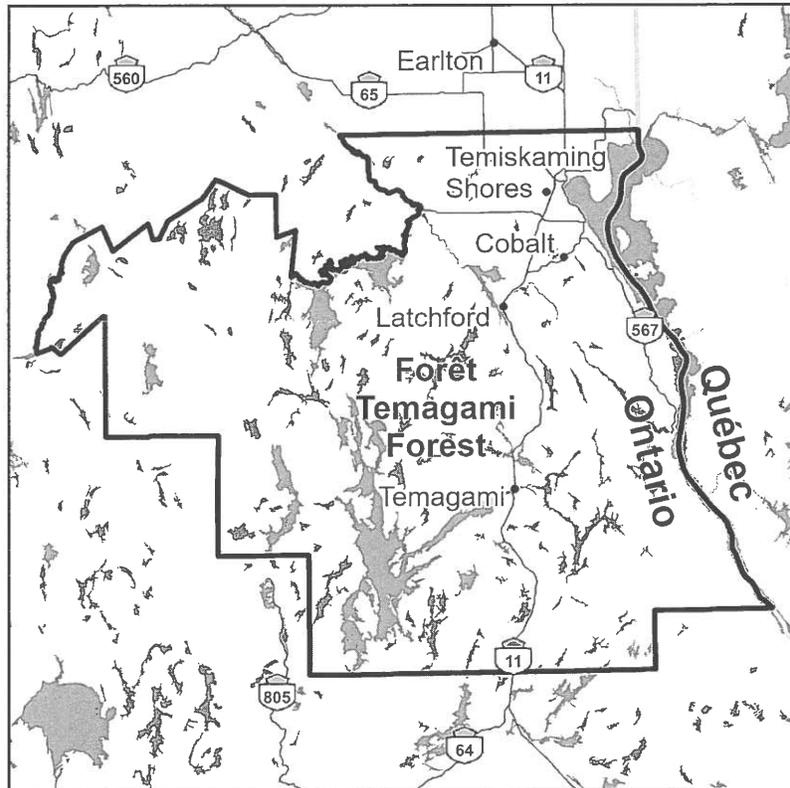
Enclosure:

Inspection of 2025-2026 Annual Work Schedule for Temagami Forest
Inspection – calendrier de travail annuel 2025-2026 pour la forêt Temagami

Inspection

Inspection of 2025 – 2026 Annual Work Schedule for Temagami Forest

The April 1, 2025 – March 31, 2026 Annual Work Schedule (AWS) for the **Temagami Forest** is available for public viewing by contacting the **Temagami Forest Management Corporation (TFMC)**, during normal business hours and on the Natural Resources Information Portal at <https://nrip.mnr.gov.on.ca/s/fmp-online> beginning **March 15, 2025** and for the one-year duration of the AWS.



Scheduled Forest Management Operations

The AWS describes forest operations such as road construction, maintenance and decommissioning, forestry aggregate pits, harvest, site preparation, tree planting and tending that are scheduled to occur during the year.

More Information

For more information on the AWS, to arrange a virtual/in-person meeting with MNR staff to discuss the AWS or to request AWS summary information, please contact the MNR staff listed below:

For information on the rules for obtaining wood for personal use, please visit: ontario.ca/CrownLandWood. For commercial fuelwood opportunities, please contact the Forest Company listed below.

Adrienne Pierre, R.P.F.
Management Forester
Ministry of Natural Resources
875 Gormanville Road
North Bay, ON P1B 8G3
tel: 705-491-5875
e-mail: adrienne.pierre@ontario.ca

Gerard Arsenault, R.P.F.
Operations Forester
Temagami Forest Management Corporation
P.O. Box 274
Temagami, ON POH 2H0
tel: 289-687-8402
e-mail: gerard.arsenault@tfmforestry.ca

Stay Involved

Further information on how to get involved in forest management planning and to better understand the stages of public consultation please visit:

ontario.ca/ForestManagement

Renseignements en français : mnr.northbay@ontario.ca

April 2, 2025

Premier Doug Ford
Legislative Building, Room 28, Queen's Park
Toronto, Ontario
M7A 1A1
Sent Via Email: Premier@ontario.ca

Dear Premier Ford,

On behalf of the Federation of Northern Ontario Municipalities (FONOM) and our 110 municipal members, I would like to congratulate you on unveiling your current cabinet.

We are pleased to see strong representation from Northern Ontario with the appointments of Ministers Fedeli, Rickford, Pirie, Holland, and Smith. We are confident that these Ministers will assist FONOM in fostering growth in the north. We are ready to collaborate with the entire cabinet to strengthen all sectors of our northern economy.

While we appreciate this progress, I must also express our concerns regarding the Ministry of Transportation's approach. I frequently engage with northern municipal representatives to gather feedback on their interactions with the Ministry. The overwhelming response from our members indicates that their concerns are often overlooked or addressed slowly.

This situation stems mainly from Ontario's vast geographical size and the extensive area the north represents. Factors such as weather conditions, traffic patterns, inattentive drivers, regional differences in highway maintenance, and the lack of accountability in commercial motor vehicle driver training contribute to the public's ongoing fears when using our highways.

It is essential to recognize that transportation responsibilities in southern and northern Ontario involve vastly different approaches and planning.

Therefore, with the utmost respect for the current structure of the Ministry of Transportation, we propose an alternative solution: the creation of a **Deputy Minister** or **Associate Minister of Transportation** specifically responsible for **Northern Ontario**. This change could enhance the effectiveness of the current duties.

We are eager to work with you and your government to explore ways to reduce the high rates of fatalities and accidents on our highways.

We would appreciate the opportunity to discuss this approach further. We are willing to accommodate your schedule and travel arrangements for these discussions.

Thank you for allowing FONOM to share our thoughts, concerns, and ideas.

Yours,





1. Call to Order 5:01pm

2. Roll Call -all present

3. Review of Revisions or Deletions to Agenda

7.2 Trees and Planters

4. Disclosure of Pecuniary Interest and General Nature

None

5. Approval of Agenda

Moved By: Mark W

Seconded By: Sean

That the agenda for the Mar 17th 2025 meeting be approved as presented

6. Review And Adoption of Previous Minutes

Moved By: Joel

Seconded By: Sean

The approval of the minutes for the New Liskeard Business Improvement Area Board of Management meeting held on Feb 10th 2025 as presented

7. Presentations / Correspondence (Internal/External)

7.1 Do we want to put an ad in the visitors guide?

1/8 \$115, 1/4 \$235, 1/3 \$320, 1/2 \$415 Full pg. \$650

Motion to approve 1/4 page ad for Visitors Guide.

Move: Joel

Second: Sean

Carried

7.2 Trees and Planters: Andre spoke with Tony from Treelynx and he is very knowledgeable about types, care and proper location for trees.

Motion to recommend the city consults with a tree expert before the downtown trees get planted.

Move: Sean

Second: Mark W

Carried

Planters at Quantum need to be removed or fixed, Tiffany will speak with Pat (Owner) to see about working together, they supply the planter, BIA keeps it planted.

7.3 Work with Mitch about sending out communications to our Stakeholders. Tiffany will attend the Meeting of the Whole 1st Tuesday of the month at City Hall.

8. **Easter Hop** -Sherry has a second bunny volunteer, still looking for a 1st volunteer. Tiffany will reach out to the high schools and make a social media post.
9. **Block Party**
- 9.1 Sponsorships -Wild Wing is working on their liquor license extension. We will ask for a sponsorship donation from them as they will have the exclusive food and beverage rights for the Friday night concert.
-a survey will be sent out to Stakeholders about their opinions on allowing outside the BIA sponsorships
- 9.2 Grants – NOHFC has been submitted
-BIA board will also be applying for the For Kids Sake fund grant from TTF
-in the fall we will look into the Canada Heritage Fund
- 9.3 Music – the coffee house/Brian Matheson will be the Friday night and Saturday entertainment.
Motion for the coffee house to bring in two bands for the Friday nights concert.
Move: Lisa
Second: Mark W Carried
10. **New Member Applications**
- The committee endorsed Brook Huppe as the applicant.
11. **Village Noel** -BIA will work with Village Noel to create a passport to cross-promote the Downtown & Village Noel.
12. **Motion to waive the rental fee on the BIA stage for the Chamber of Commerce.**
Move: Joel
Second: Mark W Carried
13. **Next Meeting**
- The next Board meeting will be held on __Apr 14th, 5:00pm__.
14. **Adjournment: 8:02pm**
- Moved By:



**New Liskeard Business Improvement Area Board of Management
Minutes
Mar 17th 5:00 p.m.
Chamber of Commerce**

Seconded By:

That the New Liskeard Business Improvement Area Board of Management meeting is adjourned at _____ p.m.



1. Call to Order – 5:11pm

2. Roll Call – Present Mark Lavallee, Sean Rivard, Lisa Vandermeer, Mark Wilson Regrets Sherry Ridley – Joel Lemay

3. Disclosure of Pecuniary Interest and General Nature

4. Approval of Agenda

Moved By: Sean Rivard

Seconded By: Lisa Vandermeer

That the agenda for the meeting be approved as printed.

Carried

5. Declaration of Special Meeting

Moved by:Lisa

Seconded by: Sean

Be it resolved that the New Liskeard Business Improvement Area Board of Management declares this meeting a “Special Meeting”.

Carried

6. Discussion on Outside BIA Businesses sponsoring BIA Events

Resolution:Be it resolved that the New Liskeard BIA Board of Management accepts the proposed outline of sponsorships from BIA businesses and businesses from outside the BIA area (attached)

Moved by: Sean

Seconded by: Mark Wilson

Carried

8 Closed Session

Be it resolved that the New Liskeard Business Improvement Area Board of Management agrees to convene in Closed Session at _5:42_____ p.m. to discuss the following matters:

- a) Under Section 239(2)(b) of the Municipal Act, 2001 – Personal matter (identifiable individual) – HR Matter.

Moved by: Mark Wilson

Seconded by: Sean

Carried



New Liskeard Business Improvement Area Board of Management
Special Meeting Minutes
March 24, 2024, 5:00 p.m.
RIVARC, 43 Armstrong St N

Be it resolved that the New Liskeard Business Improvement Area Board of Management agrees to rise with report from Closed Session at __6:26____ p.m.

Matters from Closed Session

The New Liskeard Business Improvement Area Board of Management rose with a completed job description to present to the BIA Coordinator and give direction about the OBIAA conference to the coordinator.

9 Adjournment

Moved By: Sean

Seconded By: Lisa

That the New Liskeard Business Improvement Area Board of Management **special** meeting is adjourned at __6:26__ p.m.

Carried



MINUTES OF THE REGULAR MEETING OF THE BOARD

Held on Wednesday, February 19th, 2025, at 5:30 PM at Englehart Family Health Team

Present: Derek Mundle, Dan Dawson, Rick Owen, Ian Macpherson, Clifford Fielder, Jeff Laferriere, Lois Perry, Mark Stewart (CAO)

Staff: Sarah Salvis – Chief of EMS, Rachel Levis – Director of HR, Louanna Lapointe – OW Manager, Lyne Labelle – Children's Services Manager, Michelle Sowinski - Recorder

Absent: Mary Jo Lentz, Pat Kiely

Guests: Darlene Wroe – Temiskaming Speaker

The Regular Meeting of the Board was called to order at 5:30 PM.

1.0 CALL TO ORDER AND LAND ACKNOWLEDGMENT

2.0 DISCLOSURE OF PECUNIARY INTEREST

Nil

3.0 PETITIONS AND DELEGATIONS

Nil

4.0 ACCEPTANCE/ADDITIONS TO AGENDA

Resolution 2025-16

Moved by Dan Dawson and seconded by Clifford Fielder

THAT the agenda of the Regular Meeting of the Board held on February 19th, 2025, be accepted as presented.

Carried.

5.0 ADOPTION OF PREVIOUS MINUTES – January 22nd, 2025, REGULAR MEETING OF THE DTSSAB BOARD

Resolution 2025-17

Moved by Ian Macpherson and seconded by Rick Owen

THAT the Minutes of the Regular Meeting of the DTSSAB Board held on January 22nd, 2025, be accepted as presented.

Carried.

6.0 CORRESPONDENCE

NIL

7.0 NEW BUSINESS

7.1 2024 Q4 Report

This report was prepared by the Senior Leadership Team and the Communications and Executive Coordinator for information to the Board.

7.2 CAO Update

This report was prepared and presented by Mark Stewart for the Board's information.

7.3 EMS Retirement of Assets, Retired Ambulance 5461 and 5232

Resolution 2025-18

Moved by Jeff Laferriere and seconded by Lois Perry

THAT the Board approves the disposal of retired, out of services, ambulances numbered 5232 and 5434. Applicable parts will be retained for department inventory or donated to local fire services. The remaining vehicles will be sold via GovDeals.com.

Carried.

7.4 Ontario Works Centralized Intake Expansion

This item was presented by Louanna Lapointe to the Board for their information.

8.0 IN-CAMERA SESSION

Resolution 2025-19

Moved by Jeff Laferriere and seconded by Rick Owen

THAT the Board move into a closed session at 5:58 PM, to discuss a matter in respect of which a council, board, committee or other body may hold a closed meeting under another Act, specifically the Municipal Act, to discuss:

- (i) A trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization.**
- (ii) A position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board, 2001, c.25, s. 239 (2); 2017, c. 10, Sched. 1, s.26.**

Carried.

9.0 RETURN TO REGULAR SESSION

Resolution 2025-20

Moved by Clifford Fielder and seconded by Ian Macpherson

THAT the Board resolve to rise from the closed session and return to the Regular session without report at 6:25 PM.

Carried.

10.0 ADJOURNMENT

Resolution 2025-21

Moved by Rick Owen and seconded by Jeff Laferriere

THAT the Board meeting be hereby adjourned at 6:28 PM AND THAT the next Board meeting be held on March 19th, 2025, or at the call of the Chair.

Carried.

Minutes signed as approved by the Board:

_____ 

Derek Mundle, Chair

_____ Date

Recorder: Michelle Sowinski

Temiskaming Shores Public Library Board

Meeting Minutes

Wednesday, February 19, 2025

7:00 p.m. in-person and via zoom

1. Call to Order

Meeting called to order by Library Board Chair Brigid Wilkinson at 7:01 p.m.

2. Roll Call

Present: Chair Brigid Wilkinson, Vice-Chair Erin Little, Nadia Pelletier-Lavigne, Joyce Elson, Erica Burkett, Sarah Bahm in person and Melanie Ducharme, Jule Booth and Thomas McLean via zoom.

Regrets: 0

Members of the Public: 0

3. Adoption of the Agenda

Motion #2025-05

Moved by: Nadia Pelletier-Lavigne

Seconded by: Melanie Ducharme

Be it resolved that the Temiskaming Shores Public Library Board accepts the February 19, 2025 agenda as amended

Carried.

Correspondence

- a. From Alzheimer's Society. Thank you. For information**
- b. From TDSS. May Ball Scholarship. For information.**

4. **Declaration of conflict of interest:** Joyce Elson for item New Business B. DTSSAB funding.

5. **Adoption of the Minutes**

Motion #2025-06

Moved by: Erin Little

Seconded by: Sarah Bahm

Be it resolved that the Temiskaming Shores Public Library Board approves the minutes of the meeting held on Wednesday, January 22, 2025 as presented.

Carried.

6. **Business arising from Minutes: None.**

7. **Correspondence:**

a. **From Alzheimer's Society.** Thank you. For information

b. **From TDSS. May Ball Scholarship.** For information.

8. **Secretary–Treasurer's Report**

Report, workplace inspection reports, monthly financial statement and Scotiabank Statements included in the trustees' information packet.

Library CEO's Report

February 19, 2025

Building:

Fire Safety checks are completed on a monthly basis and reported to the Fire Prevention Officer for the City. Workplace safety inspections are completed on a monthly basis by the Library's Health and Safety Representative.

Damaged wall: Shelving and books have been cleared away from the wall in preparation for repair. The structural engineer and contracted repair staff have opened the wall to do a better inspection. We are unsure of the timing for the repair.

CJTT Chats: Chats have been scheduled for once a month in 2025.

Committees: I am continuing to attend the various community committee meetings when time allows. I do find it is beneficial to know what is happening with the various community organizations in the area.

Courses: I have signed up for the Four Seasons of Reconciliation course through the Federation of Ontario Public Libraries. The course is free for FOPL representatives and I have one year to complete it.

Grants:

Connectivity Fund Grant : The application was filled out and submitted in early December.

Inter-Library Loan Reimbursement: We have received our ILL reimbursement cheque in the amount of \$438.90. This reimburses us the postage on 209 books sent out to other libraries in 2024.

Partnerships:

David Brydges, Poet Emissary of the Ontario Poetry Society : David will be presenting a Haiku 101 Playshop on Thursday, March 6.

North Bay and District Multicultural Centre: The North Bay and Timmins Multicultural Centres have combined and are now called: **Northeastern Ontario Multicultural Centre.**

Planet Youth: The Library will be hosting a Drug Free Kids Canada workshop for parents the last week of May. There will be a French and an English workshop happening simultaneously in the Creator Space and Programming Room. Exact dates are to be decided.

Workplace Inspections: The First Aid training is still needed for two staff members and we hope to have it scheduled soon. In the meantime we are scheduling to be sure we always have a staff member with first aid in the building while we are open.

Finances and Statistics

The Board reviewed the workplace inspection, financial and statistical reports, including the Scotiabank Statements as provided by the CEO.

Motion #2025-07

Moved by: Melanie Ducharme

Seconded by: Thomas McLean

Be it resolved that the Temiskaming Shores Public Library Board accepts the February 2025 Secretary-Treasurer's report, workplace inspection report and financial reports including Scotiabank statements.

Carried.

9. Committee Reports:

- a. Finance Committee: Nothing to report.
- b. Policy and Personnel Committee: Nothing to report.
- c. Strategic Planning Committee: Nothing to report.
- d. Library Services Committee: Nothing to report.

10. New Business:

- a. Report LIB-01-2025 OLA Superconference 2025 report. For information.
- b. DTSSAB Memo regarding Outreach Support Funding. For discussion.

11. Policy Review

- a. Policy Circ-3 Loan period, renewals, reserve policy. Motion

Motion #2025-08

Moved by: Sarah Bahm

Seconded by: Erica Burkett

Be it resolved that the Temiskaming Shores Public Library Board accepts policies: Circ-3 Loan period, renewals, reserve policy as amended.

Carried

12. Closed session

- a. Regarding identifiable individuals.

Motion #2025-09

Moved by: Melanie Ducharme

Seconded by: Thomas McLean

Be it resolved that the Temiskaming Shores Public Library Board go into closed session at 7:37 p.m. in regards to identifiable individuals.

Carried.

Motion #2025-10

Moved by: Nadia Pelletier-Lavigne

Seconded by: Joyce Elson

Be it resolved that the Temiskaming Shores Public Library Board rise from closed session at 8:43 p.m. with report.

Carried.

Motion #2025-11

Moved by: Sarah Bahm

Seconded by: Erica Burkett

Be it resolved that the Temiskaming Shores Public Library Board accepts the September and December 2024 closed session minutes as reviewed by the Board.

Carried.

13. Adjournment

- a. **Next meeting: Wednesday, March 26, 2025**

Adjournment by Brigid at 8:45 p.m.

Chair –

March 12, 2025

VIA EMAIL

The Hon. Doug Ford
Legislative Building
Queen's Park
Toronto ON M7A 1A1
premier@ontario.ca

Dear Premier Ford

Re: Motion to Request Landlord Tenant Reforms

At its Regular Meeting of Council held on Tuesday, March 4, 2025, the Town of Bradford West Gwillimbury Council approved the following resolution:

Resolution 2025-79
Moved: Councillor Giordano
Seconded: Councillor Dykie

WHEREAS Ontario has expanded the accessory dwelling unit (ADU) framework to address the housing supply crisis, which includes the need to balance the interests of both tenants and small-scale landlords;

WHEREAS small-scale landlords may face financial strain when tenants withhold rent in bad faith, and delayed dispute resolution systems can result in undue hardship for landlords, while also affecting tenants' security and well-being;

WHEREAS it is crucial to support the development of legal ADUs and secondary rentals while ensuring tenants' rights are respected and upheld;

WHEREAS proposed reforms could include:

- Accelerating dispute resolution for ADUs and secondary rentals at the Landlord and Tenant Board (LTB) within 30 days, ensuring fairness for both tenants and landlords
- Introducing mediation services to resolve disputes quickly and amicably, reducing reliance on lengthy hearings
- Providing both landlords and tenants with enhanced tools for clear communication, such as standardized rental agreements and better screening practices

- Strengthening protections for tenants against unfair eviction while enforcing stricter penalties for tenants withholding rent in bad faith
- Ensuring law enforcement access to properties only under appropriate circumstances, respecting tenants' rights while supporting landlords in the resolution of unpaid rent issues
- Establishing a hardship relief fund for landlords impacted by unpaid rent, while ensuring tenants are also supported in cases of financial distress
- Offering free or low-cost legal assistance to both landlords and tenants to navigate disputes fairly.

NOW THEREFORE BE IT RESOLVED that the Town of Bradford West Gwillimbury Council requests the provincial government to look at ways to implement these balanced reforms that protect both small-scale landlords and tenants, ensuring fairness in the rental market; and

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to Premier Doug Ford, our local Member of Provincial Parliament, President of the Association of Municipalities of Ontario, Minister of Municipal Affairs and Housing, Attorney General, and all Ontario municipalities to support the creation of balanced protections for both landlords and tenants

CARRIED.

Thank you for your consideration of this request.

Regards,



Tara Reynolds
Clerk, Town of Bradford West Gwillimbury
(905) 775-5366 Ext 1104
treynolds@townofbwg.com

CC: President of Association of Municipalities of Ontario, Robin Jones - resolutions@amo.on.ca
Hon. Paul Calandra, Minister of Municipal Affairs and Housing - minister.mah@ontario.ca
Hon. Doug Downey, Attorney General - attorneygeneral@ontario.ca
All Ontario Municipalities



THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

Clerk's Office – Town Hall
P.O. Box 1757, 3 Kirkland Street West,
Kirkland Lake, ON P2N 3P4
T: 705-567-9361 Ext. 238
E: clerk@tkl.ca
W: www.kirklandlake.ca

March 6, 2025

SENT VIA EMAIL ONLY

To Whom It May Concern:

RE: Resolution – Safer Highways

At its Regular meeting of March 4, 2025, the Council for The Corporation of the Town of Kirkland Lake resolved the following:

*“Moved by: Mayor Stacy Wight
Seconded by: Councillor Casey Owens*

BE IT RESOLVED THAT Council for The Corporation of the Town of Kirkland Lake support John Vanthof, MPP Timiskaming-Cochrane's Updated Northern Plan for Highway Safety, as attached.

CARRIED”

As so directed, a copy of Council's resolution has been supplied for your reference.

Please do not hesitate to contact me if I can provide clarification in this regard.

Yours truly,

Amberly Spilman
Deputy Clerk/Lottery Licensing Officer



January 24, 2025

MPP Guy Bourgouin *Mushkegowuk-James Bay*
MPP Lise Vaugeois *Thunder Bay-Superior North*
MPP John Vanthof *Timiskaming Cochrane*

NORTHERN HIGHWAY SAFETY PLAN

Introduction

Safety on the TransCanada Highways 11 and 17 continues to be the number one concern for most residents of Northern Ontario because they are our main streets. We use these highways to get to work, school, hockey, and medical appointments, but we share them with thousands of cross-country commercial trucks. As a result, Northern MPPs have had a lot to say over the years about the state of highways in the North and for good reason.

Years ago, the problem was proper and consistent winter maintenance. The Liberal government in power at the time claimed everything was fine, so MPP Vanthof's office created the Northern Road Report to show that it wasn't. The Minister of Transportation (MTO) demanded that the report be taken down, but in the end the Northern Road Report helped prove that even when contract requirements were being met, people were still being put at risk. As a result, the government of the day was forced to make changes to the system.

MPP Bourgouin introduced legislation to make maintenance standards the same across the TransCanada system, so that 11 north of North Bay would be maintained to the same standard as south. The legislation was defeated, but the government did create a separate standard for the northern portion of the TransCanada highway. MPP Bourgouin has also introduced other pieces of legislation regarding driver training and not being able to pass on double solid lines. This was defeated, but he remains committed to finding ways to solve safety issues the same as his fellow Northern MPPs. Similarly, MPP Vaugeois introduced a motion that driver testing be taken back by the MTO which would have been an effective way for the government to control the standard of drivers on the roads. All three members have been vocal in the legislature regarding highway safety throughout their careers.

We are once again facing a highway safety crisis, one that we believe requires a plan designed **by Northerners for Northerners**. It contains clear goals that we can push government of whatever stripe to implement for all our families.

Current Situation

Currently some poorly trained commercial vehicle drivers and the companies they work for are putting all other drivers at undue risk. Incidents have been easy to track on social media. Investigative reports on the problems in commercial truck training and licensing, and from the Auditor General of Ontario identified this problem as far back as 2018. We, Northern MPPs have mentioned this issue many times in the legislature. The response from the government has been that these are the safest roads in North America, and that they are looking into the matter.



January 25, 2025

MPP Guy Bourgouin *Mushkegowuk-James Bay*
MPP Lise Vaugeois *Thunder Bay-Superior North*
MPP John Vanthof *Timiskaming Cochrane*

Regardless of political stance, we hope that we can all agree that one of the basic jobs of any government is to ensure that people who are issued a driver's license are capable of safely driving the vehicle for which they are licensed. There are over a hundred companies in Ontario who recruit, train, and license their own drivers and they can issue Ontario licenses to them. These are among the worst offenders. Of course there are still good driving schools, and companies that provide excellent training programs to their new drivers, but not all of them. Change needs to happen in the immediate and long term, and we are proposing a plan to address these needs. First, there needs to be immediate action by the Ministry to ensure that only properly-trained drivers are graduating by appointing employees of the MTO to conduct driving tests for all new commercial vehicle drivers before they can receive a license.

Immediate Ask

- Have all new drivers tested by MTO certified inspectors, not third-party private companies. If their student drivers can't pass a legitimate road test, then these driving schools will be forced to change how they conduct business.

Short-Term

- Return the management of highway maintenance operations to the MTO, while working with contractors and providers throughout the North.
- Increase staffing at scales and inspection sites, as well as OPP Traffic enforcement to ensure the laws currently in place are being followed.
- Expedite the 2+1 pilot project and the construction of rest stops. Use the fill that is dug out to rebuild sections of the highway to create parking pull offs.

Medium-Term

- Make snow tires mandatory for all passenger vehicles registered in Northern Ontario.
- Ensure that driving schools comply with the current MELT training system.
- Reform issues within MELT itself and expand requirements to include winter driving training.
- Address the current abuse of "self insurance provisions" and ensure tow truck operators and other service providers can get paid for services from these schemes.
- Require that all commercial motor vehicles have dash cams.
- Increase the number of cameras and photo radar to slow down traffic.
- Emphasize rail to move goods so not as many loads must travel on the highway.
- Return connecting links to the provincial highway system so that maintenance is uniform.
- Better equip and increase the availability of rest stops with heated, maintained washrooms.
- Direct the cost of repairing damage to municipal roads caused by detour traffic from highway closures to the MTO.

Long-Term

- Widen and pave all shoulders on Highways 11 and 17.
- Make Highway 11 and 17 a divided four-lane highway wherever possible.
 - If the 2+1 pilot proves successful, a continuous three lane would be a good intermediate step. The TransCanada Highway is the road system meant to move goods and people across the country, but it is no longer equipped to do that safely here in Northern Ontario.

January 25, 2025



MPP Guy Bourgouin *Mushkegowuk-James Bay*
MPP Lise Vaugois *Thunder Bay-Superior North*
MPP John Vanthof *Timiskaming Cochrane*

This plan is designed to be a living document. The goals here have been suggested by industry stakeholders, drivers, municipalities and others. We are open to suggestions, ideas, and constructive criticism. Please send us your comments. By working together, we are hoping to make the highway safer for all our families.

MPP Guy Bourgouin
MPP Lise Vaugois
MPP John Vanthof



SEND A LETTER TO THE MINISTER

<https://win.newmode.net/mppguybourgouin/sendalettertotheministeroftransportation>



CONTACT US

gbourgouin-qp@ndp.on.ca
lvaugois-co@ndp.on.ca
jvanthof-qp@npd.on.ca



MPP Bourgouin: 705-335-7351
MPP Vaugois: 807-345-3647
MPP Vanthof: 1-888-701-1105

Memo

To: Mayor and Council
From: Logan Belanger
Date: April 15, 2025
Subject: Frog’s Breath Application Sponsorship – Branch 54 Royal Canadian Legion - Haileybury
Attachments: Frog’s Breath Application – Bathroom Renovation Project

Mayor and Council:

The City received a request from the Branch 54 Royal Canadian Legion - Haileybury to sponsor a funding application to the Frog’s Breath Foundation, for a bathroom renovation. If successful, the Legion would receive \$60,000 to put towards this renovation project.

The Frog’s Breath Foundation and other community funding organizations often require applicants who are not a registered charity, to partner with a community agency who can accept charitable donations.

In 2024, the City sponsored the Branch 54 Royal Canadian Legion’s 2024 submission for a Kitchen Renovation under the City’s Charitable Sponsorship Policy, By-law 2018-039.

It is recommended that the City agree to sponsor this application to the Frog’s Breath Foundation in support of the Branch 54 – Royal Canadian Legion - Haileybury.

Prepared by:

Reviewed by:

Reviewed and submitted for Council’s consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

Logan Belanger
 Municipal Clerk

Shelly Zubyck
 Director of Corporate Services

Sandra Lee
 City Manager

FROG'S BREATH FOUNDATION FUNDING APPLICATION

(deadline March 31)

Executive Summary		
Name of Organization: Branch 54 of the Royal Canadian Legion (Haileybury)		
Sponsoring Organization (if applicable): City of Temiskaming Shores		Note: If using a sponsoring organization a resolution or letter of support must be attached to the application.
Address: 373 Broadway St. Haileybury, Ont. P0J 1K0		
Contact Person: Elisa Bernstein, Secretary of Branch 54 Legion		
Tel: [REDACTED]	Fax: N/A	Email: [REDACTED]
Charitable Registration Number (required):		
Total Organization Budget	Total Cost of Project	Amount Requested
\$ 1,050,000	\$ 60,000	\$ 60,000
Project Title: Haileybury Branch 54 Bathroom Renovation Project		
Brief Description of Program:		
<p>As the Legion approaches its centennial in Haileybury in 2026, the executive is focused on making serious repairs and updates to our entire building. Decades without investment coupled with several years of disuse and closure during Covid left us a building with a leaky roof, foundation problems spanning the entire west wall, peeling flooring and an old boiler in need of replacement.</p> <p>A new executive brought energy and ideas and we started in 2022 by changing the old carpet in the basement lounge. We raised the money within six weeks. We focused on growing our membership, and following years of shrinkage and with a membership of only 130 in 2022, we are now the largest Legion in the entire district with over 340 paid members and over 70 active volunteers. We initiated a renovation project with a celebratory 2026 centennial celebration committee that is planning for a week-long event in July 2026. Thanks to local and provincial grants, we have raised nearly 650,000 and our efforts to make the Legion profitable again has been a huge success, contributing over \$250,00 in profits from 2021-2025 to our project. Once completed, this building will contribute for decades to come to supporting our veterans and our community. It will be better than ever, with a lift going to both floors, an accessible washroom, a fully renovated commercial kitchen, with a new roof, west wall, new heating and cooling systems, updated lights and flooring and an accessible entry. The basement lounge, office and sports rooms have all been renovated, exposing a beautiful hundred year old stone wall that is now a feature of the update lounge recently dedicated to the memory of Sgt. Martin Drainville, a local from Belle Vallée who died in defence of our country in Afghanistan.</p> <p>The building still requires updates to our four original bathrooms. They were not initially part of our scope as the other priorities were too significant. A new accessible washroom is funded on the main floor, however our two washrooms upstairs and two downstairs do require renovation and are the only outstanding issues left to complete the renovation to a modern standard.</p>		
Attach to this application:		
<ul style="list-style-type: none"> List of Officers and Members of the governing board; their business or other affiliations; the committees that are in place. 		

- Current operating budget and project budget
- Most recent financial statements (audited preferred) Other pertinent material

Evaluation Information

Impact On Community

Briefly state the purpose and structure of your organization. Include the following information: history; founding date; volunteer base; staff; location; achievements; whom it serves; goals; principles.

The Legion and our members honour and support Veterans including military and RCMP members and their families, to promote remembrance and to support and serve our communities and our country. Our Branch 54 has been in existence since 1926, the same year that the Royal Canadian Legion was established, in fact we have a locked vault embedded in our basement wall with the dates and an expectation that it will be unsealed and contents and messages revealed in 2026. We are planning a big celebration and these renovations will permit us to open our doors of our main Hall to the entire community.

Our membership has been standing firm at about 130 for several decades, however the past two years, we have focussed on bringing in new members and we have now sold 340 annual memberships, the largest in our District. Once a person joins the Legion, they usually commit for their lives as the price for membership is minimal (\$55/year) but the benefits are significant. Our primary fund raising and visibility in the community is during the "poppy season" and Remembrance Day Parade at the Haileybury Cenotaph and related activities. We also attend veteran's funeral services along with our Pipe and Drums Band to provide a token of our appreciation. We also attend the local nursing homes on Remembrance Day as well as local cemeteries.

We provide weekend breakfasts, monthly affordable dinners (under \$15/meal including dessert), opportunities for local vendors to seek their products at our Stop and Shops, financial educational bursaries for all local high schools, we sponsor annual public speaking competitions, organize annual sporting activities for youths, adults and seniors, we host two different dart leagues twice a week, weekly cribbage card games open to all on Sunday afternoons, host musical sing-along and dances, Comedy nights, karaoke, local trivia contests and line dancing twice a week, as well as viewing parties for the Rotary TV Bingo on Sunday nights. our building provides a dedicated room for the Rotary BINGO, so that they can raise \$35,000/year for local causes. With our building becoming accessible as well as our new cooling systems in place, we are ready to assist the City with issues like providing a cooling station for those without access to air conditioning during emergency events.

The core values of the Royal Canadian Legion are justice, honour and freedom. We serve best by fostering these principals in ourselves and in our work in our communities.

Please also provide your Mission Statement or similar guiding statements (i.e., mandate, goals and operating principle).

The Legion and our members honour and support Veterans including military and RCMP members and their families, to promote remembrance by honouring those that have served and to serve our communities and our country. We are a democratic, non-partisan, member-based

organization, here to always remember the men and women who made the ultimate sacrifice for our country.

What will the project specifically accomplish and how does this relate to the overall goals of your organization?

This project will be a large investment into our building and its future. This initiative promises to revitalize our facilities, and will make the building safe, clean and current with modern electric and plumbing standards and current building codes. With an updated kitchen, new flooring windows and lighting, our main Hall will be able to operate for decades into the future. Our organization has been able to restart weekend breakfasts, affordable monthly dinners, host local vendors selling their wares, hosting special events including fund-raising dances, weddings and family reunions. We also have had two years of creating a "Haunted House" on Hallowe'en, with over 200 children enjoying our free event. Completing the renovation will allow us to put more money back into the community. Last year alone, even with the significant renovation costs we paid for ourselves, we were still able to give back over \$40,000 to local charities, including local food banks.

What specific population will benefit from your project (i.e., how will it work to strengthen and enhance the quality of life in our community)?

Veterans and their families will always be our first priority. We support them by regular visits to their homes, hospital rooms and nursing homes, we also host an annual dinner with the current executive and by offering a wide variety of activities including folk music afternoons and singing carols in our lounge over the Christmas holidays.

Everyone is welcome to the Legion and membership is not required to attend nearly all of our events or activities. Our pool table is popular and the only one left in Haileybury that is open to the public. Our monthly meetings are open to all members and we have a well attended informed membership who are quick to get involved or to help other charities, including North on Tap, or making sandwiches for a veterans' funeral or selling poppies on the Post Office corner. Not all of our supporters have money to donate, but those who do have been generous. Our first project towards renovating the building was removing the old stained carpet and new lounge flooring (\$20,000) was donated in a matter of weeks. Those who cannot support us financially, have given their time and skills to help us repaint the lounge, with volunteers bringing their own paint and brushes to help out. In our 2024 submission to the North on Tap Festival, we had estimated we could find 50 volunteers to each come for three (3) days to help set-up, work a shift and then dismantle the tents the next day. In one month over 70 members volunteered! There are few if any local organizations that enjoy greater community support than our Haileybury Legion Branch 54.

Timing

Briefly describe the timing of your project, including the projected start-up and completion dates?

We hope to begin work on the two bathrooms in the lounge immediately and the two upstairs to start in September 2025. Choosing contractors and winning bids will take possibly two months, We have a dedicated ten person Renovation Committee led by Dennis McCarty who will oversee the work and will ensure budget and timelines are met contracts adhered to. Upon completion, a thorough financial breakdown will be provided to our sponsors and publicity welcoming the community to a grand re-opening will be a huge event.

<u>Costs</u>		
Please outline your project costs and sources of revenues.		
Estimated Expenses	Amount	Comment
Salaries/Fees/Honoraria	\$5,000	This will be spent on an electrician and plumber (approx. \$125/hour). Most of our labour costs will be completed using highly skilled local volunteers who are members, several of whom are on the Renovation Committee.
Printing	\$	
Materials/Supplies	\$ 55,000	New stalls (8 in total), new urinals, new toilets, ventilation fans, radiators, ceiling tiles, flooring, sinks, faucets, countertops and energy efficient lighting.
Advertising/Promotion	\$	
Office Expenses	\$	
Total Expenses	\$ 60,000	
Estimated Revenue	Amount	Comments
Fees	\$	
Donations	\$	
Earned Revenue	\$	
Fundraising	\$	
Other Grants	\$	
Funding from Frog's Breath	\$	
Other Revenue	\$	
Total Revenue	\$ 0	

In relation to your start up and completion dates, please outline any impact timing may have on your funding requirements.

We will complete this project in its entirety within six months from the date of approval.

Other Money Raised

What other fund raising programs have been considered and/or approached for part of the initial funding requirement? Are there any Government funding programs, such as FedNor, Ontario Heritage Fund, Ontario Trillium Fund, municipal programs, etc., that your organization is potentially eligible for? (Include a current list of supporters and the amounts of financial help they have provided)

Please see attached Renovation Budget for a complete picture of all the grants we have obtained since the onset of our Building Renovation project two years ago. This project for the four washrooms was not initially in scope, and has no source of funds at the moment.

Sustainability

Why do you think this project will be successful? What strengths does your organization possess that will ensure a positive outcome? If appropriate, how have you planned to continue this initiative in the future?

This project will be successful because of the community that supports it. Haileybury is a community that has not forgotten its roots or our veterans and our popular November 11 events are witness to that community support.

We also have a highly engaged and dedicated executive committee. Several new members have brought new ideas and momentum has grown significantly. As mentioned earlier, once these renovations are completed, our ability to support our building and our community projects will be on solid ground for decades to come. At a time when other Legions are struggling, our Legion is growing, in both memberships and in a ground-swell of community support.

If the application is for start-up funding, how will the project be financed in the future?

Once the main Hall is totally renovated, we anticipate that our revenues from rentals and events will bring much-needed financial support for the building and our activities alike. The majority of this building has not been updated so with an updating of the main Hall, funding for projects in the future will be self-generated.

Leadership

What will you do that is different from or better than existing programs? How will you build on existing programs or services?

We learned a great deal from our fundraising activities last year. We found townspeople who weren't even members, who volunteered to lay flooring, pick up materials and to go on dump-runs. In terms of organization, we are better at delegating and have a larger committee to share the responsibilities. We have purchased a new modern accounting and inventory system and use the features to keep track of our budget and spending. Monthly meetings with concrete objectives and outcomes will ensure nothing is overlooked. Oversight will be provided by updating our general assembly at our monthly meetings.

Community Support

Who in the community or elsewhere is working on this project? If it is appropriate, how will you coordinate with them? What makes your organization unique?

No other entity in Haileybury provides our services to the community. We are members of a larger Legion community and can always ask our neighboring comrades in New Liskeard, Cobalt and Latchford Branches for assistance and support as required.

Recognition For Frog's Breath

How will you acknowledge the contribution of the Frog's Breath Foundation?

We will post a public thank you to the Frog's Breath Foundation in a huge ad in the Temiskaming Speaker and also on our local radio broadcaster, CJTT. All our contributors to this projects will also be listed on our Legion Bulletin Board, announced in our monthly newsletter along with progress updates on our popular Social Media pages. We also have a Legion District "K" monthly newsletter that will announce your generosity, a web-site that will be up and running in May 2025 and finally our Club President Don Martin will follow up with a personal letter of appreciation to the Frog's Breath Foundation committee. When the building is completed prior to our Grand Re-

opening in July 2026, we will host a huge event including our sponsors, media, local politicians and the entire community to celebrate! Your generous contributions to this building renovation will not be overlooked and we will look for every opportunity to thank you for your significant contributions.

Briefly describe how you will establish your volunteer base.

Our membership is our volunteer base. With a talented and motivated executive, over 340 dedicated members (and growing!) and over 70 individuals on an updated volunteer list, we have the community support ready to take this project on to its completion.

Other Factors

Is there anything else you would like us to know about this project?

Please note that this submission will be forwarded to Stephanie Leveillé with the City of Temiskaming Shores and she has confirmed it will be added to the next agenda. As soon as we hear anything, we'll inform your committee.

Will a tax receipt be issued?

Possibly, needs to be discussed with City officials.

FROG'S BREATH FOUNDATION
P.O. Box 130, New Liskeard, Ontario POJ IPO
Tel: (705) 647-1000 Fax: (705) 647-8888 Email:
info@frogsbreathfoundation.org

Memo

To: Mayor and Council
From: James Franks
Date: April 15, 2025
Subject: Resolution of support for BIA Block Party Application
Attachments: NOHFC Event Application

Mayor and Council:

The New Liskeard Business Improvement Area (BIA) requested to apply to the Northern Ontario Heritage Fund Corporation (NOHFC) Cultural Supports Program, for their BIA Block Party scheduled for July 25 and July 26, 2025. The Board intends to grow the event by hosting a concert on Friday evening in the Downtown core, using local entertainment.

BIA staff completed the attached event application (must be submitted at least 16 weeks prior to the event); however, NOHFC requested a resolution of support to deem the application complete. Since the BIA is not a formal not-for-profit entity, and as the funds expended on the event will come from the BIA account within the City of Temiskaming Shores budget, a Council resolution of support is required.

Staff time from the BIA Coordinator will be required to ensure this event operations are successful. The Municipal Treasurer will also be required to prepare the associated funding reports in conjunction with the BIA Coordinator following the event.

As such, it is recommended Council consider the following resolution:

That Council confirms support for the New Liskeard BIA application to the NOHFC Cultural Support Program, in the amount of \$20,000 to support the 2025 BIA Block Party; and

That Council will provide \$14,000 toward the project, and will offset any cost overruns through the BIA budget.

<p>Prepared by:</p> <p><i>“Original signed by”</i></p> <p>James Franks Economic Development Officer</p>	<p>Reviewed by:</p> <p><i>“Original signed by”</i></p> <p>Shelly Zubycck Director of Corporate Services</p>	<p>Reviewed and submitted for Council’s consideration by:</p> <p><i>“Original signed by”</i></p> <p>Sandra Lee City Manager</p>
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NOHFCA-001826 - BIA Block Party

Community Events Stream

Submitted - Last Updated: 2025-03-11T14:37:30Z - [View Collaborators](#)

(</dashboard/application/share/?paid=a23c15a2-1be3-ef11-a4dd-7c1e520657ce>)

All fields marked with * are required.

Review & Submit

This screen is a representation of all the content provided for your stage 1 application.

Please review the content provided for completeness and accuracy. Once submitted your application cannot be modified. For any pressing changes post submission, please reach out to your NOHFC project officer.

Business/Organization - General

Legal Name of Business/Organization *

The Corporation of the City of Temiskaming Shores

Type of Registration Number *

CRA/Business Registration Number

Registration Number or Explanation *

██████████

Operating Name of Business/Organization *

The City of Temiskaming Shores

Incorporation/Registration On

2004/01/01

Type of Legal Entity of Applicant *

Municipality

Other Type of Legal Entity

—

Business/Organization Description

The mandate of the BIA is to provide BIA businesses with information and recommendations on how to build their business, attract more traffic into the downtown core & provide members the opportunity to voice concerns & ideas. BIA will assist business owners & council by fostering & promoting effective business development tools to enhance local commerce. BIA will promote the area as a business or shopping destination, and create effective marketing strategies & promotions to retain & expand the customer base. We oversee the improvement, beautification & maintenance to municipality-owned land, buildings & structures. Provide a customer-friendly signage, flower planters, banners, etc. to provide a festive environment for businesses and services, we will organize and work together with BIA members to plan events that highlight the downtown core businesses.

Business/Organization - Address

Street Number and Name

325 Farr Dr

Unit Number

—

PO Box

—

City/Town

Temiskaming Shores

Province

Ontario

Postal Code

P0J 1K0

Business/Organization Contact Information

Business Phone *

██████████

Fax Number

—

Email Address

[bianewlisheard@gmail.com \(mailto:bianewlisheard@gmail.com\)](mailto:bianewlisheard@gmail.com)

Website

—

Twitter

—

Instagram

—

Facebook

[https://Downtown New Liskeard BIA \(https://Downtown New Liskeard BIA\)](https://Downtown New Liskeard BIA)

Project Contact

Primary Contact

Primary Contact First Name *

Tiffany

Primary Contact Last Name *

White

Primary Contact Job Title

Coordinator

Primary Contact Phone Number

(██████████)

Primary Contact Email

bianewlisheard@gmail.com (mailto:bianewlisheard@gmail.com)

Secondary Contact

Secondary Contact First Name

Mark

Secondary Contact Last Name

Lavallee

Secondary Contact Job Title

Board Chair

Secondary Contact Phone Number

[REDACTED]

Secondary Contact Email

[REDACTED]

Project Information

My Event is located in Northern Ontario

Yes

Project Details - Common

Project Name

BIA Block Party

Event Location

New Liskeard downtown, Armstrong St & Whitewood Ave

Proposed Event Start Date

2025/07/25

Proposed Event End Date

2025/07/26

Job Creation

Number of Full-Time Jobs

0

Number of Part-Time Jobs

1

Number of Seasonal Jobs

0

Project Summary - Description and Analysis

Project Summary

Please explain how the project builds on and optimizes the capacity and efficiency of existing infrastructure.

The City of Temiskaming Shores is partnering with the Downtown New Liskeard BIA to host the BIA Block Party which is an event for friends and family to gather in the downtown core where the streets have been closed to traffic. The BIA businesses set up outside on the street to promote their businesses. There are retail & food vendors, inflatables for all ages, games, different musical artists throughout the day, and a concert in the Friday evening. Patios are set up with licensed areas. This event attracts people from surrounding

Alignment with existing plans

This event aligns with our tourism and economic development plans in the area to bring more tourism to our community and business' downtown. It helps attract people to open new businesses in our downtown core and focuses on shopping locally and supporting the local community. Due to this event being located 20 min from the Quebec we will attract many families from Temiscamingue Quebec to shop and eat at our local establishments.

Why is the project being undertaken?

This is the third year for our Block Party event and this year it is going to be twice the size it was the past two years. We will be closing down Whitewood and Armstrong Streets. New to the event is a concert the night before on July 25th, which will attract more people to the downtown and increase the number of people coming and staying in the area over night. We have more inflatables for the kids and this year we are bringing in two new exciting features, a climbing wall and wax hands. This is to attract some older teens/tweens to participate in the event. There will also be a 3 on 3 basketball tournament that will keep

Project Summary - Marketing

Project Summary

Marketing Strategy

Our proposed marketing strategy has many variables. We are close to the Quebec border and many come here to shop so our advertising on CKVM in Ville Marie will be in French. We will also be advertising on CJKL, 77km away, and The Ranch in Englehart 45km away for the month of July. We will have an event campaign on our social media platforms in French and English starting in June to get people excited about the upcoming festivities. Our regional newspaper will be another main source of advertising as well as flyers will be distributed to all the BIA businesses. Visitors will be attracted to our Friday night concert and on Saturday we focus on family activities. There are inflatables for the younger kids, craft stations and

Tourism Expenditures

Our anticipated level of tourism expenditures in the community is estimated at \$305 917.00 based on the TRIEM formula for this 1.5 day event. We are hosting a concert on Friday night where people from out of town will need accommodations and food. A percentage of this revenue is dollars generated from visitors from Quebec.

Forecasted Participants

This year we are forecasting a variety of new attendees to our event. We are located beside the Quebec border so we will attract people from Ville Marie and Notre Dame and other communities in Temiscamingue Quebec. We also are reaching further with our advertising and expect attendees from the neighboring communities, Temagami, Kirkland Lake, Elk Lake, & Englehart. Last year we attracted approximately 2000 participants and are expecting to increase that number this year to 2500.

Project Summary - PM

Current and previous projects

project # 7401291 - strategic planning/communications coordinator

project #7410078 - climate change coordinator

project # 7510236 - NISKA Park partnership

project # 7600140 - Feast On the Farm

Event Managers and Experience

Tiffany White - Coordinator, 2 years with the BIA board and organized a 4-day event for the 100th anniversary of the Great Fire of 1922 for the City of Temiskaming Shores and Haileybury Heritage Museum 705-622-2117

Mark Lavallee - Board Chair, business owner for 10 years at Mikrolink [REDACTED]

James Franks - Economic Development manager for the City of Temiskaming Shores, he has helped host events for over 10 years 705-672-2262

Have all identified funding partners committed to the event? If so, provide evidence of confirmation; if not, provide an explanation.

We are working on getting sponsor partners, last year Georgia-Pacific sponsored our Science North Exhibit. We looked at other grant opportunities but have not been able to find one at this time that aligns with this event. The BIA contribution towards this event is included in our 2025 budget.

Project Summary - Financial Analysis

Event Procurement Details

We will be following the City of Temiskaming Shores Procurement policy. By Law 17-015. For our music at the event we have worked out a deal with the local "coffee house" a group of musicians, who will run our music for the evening entertainment and the daytime entertainment, this saves us money from having to pay for two different sound people. We will be getting quotes for other expenses to ensure our best value for our money.

Financial Plan

We will seek out sponsorship to have an additional cushion in case additional cost should be incurred we have added a 10% contingency to our budget incase and surprising cost should arise. The BIA will be responsible for any cost over runs.

Funding Applied

We have looked into other grant opportunities through TTF (The Temiskaming Foundation) however we were unable to find one at this time that we are eligible for. We will be covering the cost of the event.

Project Costs

Project Application Costs

<u>Name</u>	<u>Eligible Costs</u>	<u>Ineligible Costs</u>	<u>Total Costs Amount</u>
Block Party	\$20,000.00	\$0.00	\$20,000.00

Total Eligible Costs

\$20,000.00

Total Costs

\$20,000.00

Project Funding**Portal Application Source of Funding**

<u>Funding Source</u>	<u>Source of Funding Type</u> ↑	<u>Funding Status</u>	<u>Funding Amount</u>
Applicant	Applicant - Cash/Auteur de la demande - Argent comptant	Confirmed	\$14,000.00
NOHFC	NOHFC Conditional Grant/SGFPNO - Subvention conditionnelle	Pending	\$6,000.00

Total Requested Amount

\$6,000.00

Total Funding

\$20,000.00

Documents

There are no folders or files to display.

Certification

I certify that I have the authority to bind the Applicant and to make the following certification and statements. *



I certify to Northern Ontario Heritage Fund Corporation ("NOHFC") that the information contained in this Application Form, and all supporting documentation submitted in connection with this application, is true, accurate and complete in all respects. *



Memo

To: Mayor and Council
From: James Franks, Economic Development Officer
Date: April 15, 2025
Subject: Funding Agreement for Regional Economic Development –
Delegation of Authority
Attachments: N/A

Mayor and Council:

The federal government provided the City with a funding agreement in support of a regional economic development project. The contribution from the City will be \$48,000 over three (3) years. The funding agreement is currently in draft form; however, to finalize, the City was requested to provide a document confirming the delegation of authority to the Mayor and Clerk to execute the agreement.

It is recommended that Council provide the delegation of authority to the Mayor and Clerk to execute the agreement for federal funding related to the proposed project, and any and all required documentation / amendments, on behalf of the City of Temiskaming Shores, as required under the Agreement.

A report and confirming by-law will be presented at a future Regular Council meeting, once the funding has been finalized.

Prepared by:

“Original signed by”

James Franks
Economic Development
Officer

Reviewed by:

“Original signed by”

Shelly Zubyck
Director of Corporate
Services

Reviewed and submitted for
Council’s consideration by:

“Original signed by”

Sandra Lee
City Manager

Subject: Ontario Proposing to Expand Strong Mayor Powers to 169 Additional Municipalities

Report No.: CS-015-2025

Agenda Date: April 15, 2025

Attachments

N/A

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-015-2025, titled Ontario Proposing to Expand Strong Mayor Powers to 169 Additional Municipalities, for information purposes; and
2. That staff is directed to report back to Council should the City be officially designated under the amended regulation, with recommendations for adapting local governance processes, as required.

Optional:

3. That the Mayor submit comments through Ontario's Regulatory Registry regarding the proposed amendments to O. Reg. 530/22, to expand strong mayor powers and duties to additional municipalities, by the April 16, 2025 deadline.

Background

Strong mayor powers was introduced by the Province of Ontario in 2022, as part of its efforts to address housing supply and to accelerate the delivery of infrastructure projects tied to provincial priorities. The first legislative step was the [Strong Mayors, Building Homes Act, 2022 \(Bill 3\)](#), which amended the Municipal Act, 2001 and City of Toronto Act, 2006. The City of Toronto and the City of Ottawa were the first municipalities granted these powers, effective November 2022.

Subsequent to the initial rollout, the Province passed the [Better Municipal Governance Act, 2022 \(Bill 39\)](#), which further broadened strong mayor powers and set the groundwork for expanded implementation. On June 16, 2023, the Province announced that strong mayor powers were extended to [26 additional municipalities](#) (effective July 2023), and on August 21, 2023, the Province further announced that [21 additional municipalities](#) were

included (effective October 2023) - specifically, to Mayors that had committed, in writing, to housing pledges under the Province's 1.5 million homes by 2031 target.

To date, the province currently has 47 municipalities with these enhanced powers, which come with increased accountability for heads of council. For information purposes, in October 2024, AMCTO released a [Strong Mayors Authority Scan](#) to provide a snapshot of how designated Mayors were using their powers.

On April 9, 2025, the City received a [Backgrounder](#) issued from the Ministry of Municipal Affairs and Housing, proposing to expand strong mayor powers to [169 additional municipalities](#), effective May 1 2025, to help deliver on provincial priorities, such as building more homes, transit and other infrastructure across Ontario. This change will be made through a regulatory amendment to [O. Reg. 530/22](#) which is [available for comment](#) until April 16, 2025. The list includes the City of Temiskaming Shores, among other northern Ontario municipalities, such as the Township of Black River-Matheson, and the Towns of Cobalt, Cochrane, Kapuskasing, Kirkland Lake, and Latchford, to name a few.

However, unlike previous expansions of the regulation, it does not appear that municipalities will be required to commit to a housing pledge, to be granted the powers. The powers would allow heads of council of single and lower tier municipalities, with councils of six (6) members or more, to support shared provincial-municipal priorities, such as supporting the construction of new homes, economic development and building infrastructure that supports community growth, including housing-enabling infrastructure like water and wastewater infrastructure, as well as roads, highways, transit and more.

Analysis

For mayors designated under Ontario Regulation 530/22, the [Municipal Act, 2001 \(Part VI.1\)](#) sets out additional duties and powers beyond their responsibilities as head of council under [Section 225 of the Act](#), and as chief executive officer under [Section 226.1 of the Act](#).

The Strong mayor powers and duties include:

- Choosing to appoint the municipality's chief administrative officer.
- Hiring certain municipal department heads and establishing and re-organizing departments.
- Creating committees of council, assigning their functions and appointing the chairs and vice-chairs of committees of council.
- Proposing the municipal budget, which would be subject to council amendments and a separate head of council veto and council override process.

- Proposing certain municipal by-laws if the mayor is of the opinion that the proposed by-law could potentially advance a [provincial priority](#) identified in regulation. Council can pass these by-laws if more than one-third of all council members vote in favour.
- Vetoing certain by-laws if the head of council is of the opinion that all or part of the by-law could potentially interfere with a provincial priority.
- Bringing forward matters for council consideration if the head of council is of the opinion that considering the matter could potentially advance a provincial priority.

Note: The Mayor may delegate these powers to the City Manager by providing written notice of delegation. The Mayor is required to exercise these powers in writing and make them available to the public, subject to the Municipal Freedom of Information and Protections of Privacy Act. Based on staff research, municipalities appear to include a public listing/ registry on their websites.

Recommended next steps include:

- **Review the Regulatory Proposal:** Staff will engage in a review of the legislation, to understand the scope of these new tools. As such, a supplemental report will be presented with additional information, at a later date.
- **Comment Submission:** Council may wish to submit a formal response to the Province, expressing either support, concern, or recommendations regarding the proposal, by the April 16, 2025 deadline.
- **Prepare for Implementation:** If designated, internal policies and procedures may require updating to accommodate the new governance framework. Should the City be named in the final regulation, staff will report back with an analysis of the administrative and operational impacts, within the above-noted supplemental report.
- **Community Communication:** A media release may be developed to explain any changes in mayoral authority and governance processes to the public.

Relevant Resources/ Policy / Legislation / City By-Law

- [Strong Mayors, Building Homes Act, 2022 \(Bill 3\)](#)
- [Better Municipal Governance Act, 2022 \(Bill 39\)](#)
- News Release - [Ontario Expanding Strong Mayor Powers to Build More Homes Faster](#) (June 16, 2023)

- [Backgrounder – Ontario Providing New Tools to Municipalities to Build More Homes Sooner](#) (August 21, 2023)
- [Backgrounder - Ontario Proposing to Expand Strong Mayor Powers to 169 Additional Municipalities](#) (April 9, 2025)
- [O. Reg. 530/22: PART VI.1 OF THE ACT](#)
- [Municipal Act, 2001](#)

Consultation / Communication

- Consultation with the City Manager

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

Implications will depend on how the Mayor chooses to use strong mayor powers, and how the municipality will support the implementation of these powers and duties for the head of council.

There does not appear to be requirements in the regulation that would result in new administrative costs for municipalities. Municipalities may choose to update local processes and policies at any time, based on local needs and circumstances.

Alternatives

No alternatives considered. Information purposes only.

Submission

Prepared by:	Reviewed by:	Reviewed and submitted for Council’s consideration by:
<u>“Original signed by”</u>	<u>“Original signed by”</u>	<u>“Original signed by”</u>
Logan Belanger Municipal Clerk	Shelly Zubycck Director of Corporate Services	Sandra Lee City Manager

Memo

To: Mayor and Council
From: Mathew Bahm, Director of Recreation
Date: April 15, 2025
Subject: Green Fleet Project Agreement Amendment
Attachments: Appendix 01: By-law Amendment (**Please refer to Draft By-law No. 2025-039**)

Mayor and Council:

At the Regular Council Meeting held on March 18, 2025, Council approved entering into an agreement with WSP Canada Inc. for engineering services related to the creation of a Green Municipal Fleet Study, and directed staff to prepare By-law No. 2025-025.

The By-law was circulated to WSP Canada for review and execution. Upon review, WSP Canada's legal department requested that a revised agreement be used to bind both parties.

Staff have reviewed the proposed agreement presented by WSP Canada, and recommend that Council direct staff to prepare the necessary amendment to By-law No. 2025-025, to replace "Schedule A" with the revised agreement (included as Appendix 01 to this memo).

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Mathew Bahm
Director of Recreation

Sandra Lee
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2025-030

Being a by-law to enter into an agreement with Miller Paving Limited for the 2025 Roadway Rehabilitation Program

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

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

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

Whereas Council considered Administrative Report No. PW-013-2025 at the April 1, 2025 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into an agreement with Miller Paving Limited in the upset limit of \$500,000 (including taxes) for the 2025 Roadway Rehabilitation Program; \$65,750 (excluding applicable taxes) for the Farr Park Project; and \$512,816.12 (including applicable taxes) for the 2025 Golf Course Road Rehabilitation Project, for consideration at the April 15, 2025 Regular Council meeting.

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

1. That Council authorizes the entering into an agreement with Miller Paving Limited in the upset limit of \$500,000.00 (including applicable taxes) for the 2025 Roadway Rehabilitation Program; \$65,750.00 (excluding applicable taxes) for the Farr Park Project; and \$512,816.12 (including applicable taxes) for the 2025 Golf Course Road Rehabilitation Project, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 15th day of April, 2025.

Mayor

Clerk



Schedule "A" to

By-law 2025-030

Agreement between

The Corporation of the City of Temiskaming Shores

and

Miller Paving Limited

Roadway Rehabilitation Services within the City of Temiskaming Shores

This agreement made this 15th day of April, 2025.

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called “the Owner”)

and

Miller Paving Limited
(hereinafter called “the Contractor”)

Witnesseth:

That the Owner and the Contractor shall undertake and agree as follows:

Article I:

The Contractor will:

- a) Provide all material and perform all work described in the Contact Documents:
 - i. Request for Tender No. PWO-RFT-003-2025 - Roadway Rehabilitation Services;
 - ii. Summary of Program Costs attached hereto as Appendix 01;
 - iii. Miller Paving Limited submission in response to PWO-RFT-003-2025, attached hereto as Appendix 02.
- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents; and
- c) Complete, as certified by the Manager of Transportation Services, all the work by **November 30, 2025.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid, in the upset amount of five-hundred thousand dollars and zero cents (\$500,000.00) including applicable taxes, subject to additions and deductions as provided in the Contract Documents, for the 2025 Roadway Rehabilitation Program.
- b) Pay the Contractor in lawful money of Canada for the material and services aforesaid, in the amount of sixty-five thousand, seven-hundred and fifty dollars and zero cents (\$65,750.00) excluding applicable taxes, subject to additions and deductions as provided in the Contract Documents, for the Farr Park Project.
- c) Pay the Contractor in lawful money of Canada for the material and services aforesaid, in the amount of five-hundred and twelve thousand, eight-hundred and

sixteen dollars and twelve cents (\$512,816.12) including applicable taxes, subject to additions and deductions as provided in the Contract Documents, for the 2025 Golf Course Road Rehabilitation Project.

- d) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

Miller Paving Limited
P.O. Box 248
704024 Rockley Road
New Liskeard, Ontario P0J 1P0

The Owner:

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

The Manager of Transportation Services:

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



Appendix 01 to
Schedule "A" to

By-law No. 2025-030

2025 Roadway Rehabilitation Program

2025 Roadway Resurfacing Program (Subject to Change)

1. Mill existing surfaces, including driving lane and partial curb lane
2. Grade and compact sub-base
3. Tack coat
4. Adjust structures, if required
5. Place 50mm Hot Mix Asphalt (HMA) at a depth equal to the existing paved surface
6. Place millings at approved locations

Russell, Cecil, Algonquin, Birch, McCamus, Rockley Review

1. Pulverize or mill (If feasible) remaining existing surfaces
2. Place, grade and compact minimum 50mm of Granular A
3. Adjust structures
4. Confirm water drainage
5. Place 50mm HMA at a depth equal to the existing paved surface

Golf Course Road

1. Pulverize remaining existing surfaces
2. Review centreline culverts
3. Place, grade and compact minimum 50mm of Granular A.
4. Confirm shoulders, edges and guardrails
5. Place 60mm average HMA.

Surface Treatment Program

1. Review Rockley, Quarry and Silver Centre
2. Apply single or double lifts where required

Approved 2025 Roads Program Allocation
Approved 2025 NORDS Fund Allocation

\$ 500,000.00
\$ 512,816.12



Appendix 02 to
Schedule "A" to

By-law No. 2025-030

Form of Agreement

**City of Temiskaming Shores
PW-RFT-003-2025
Roadway Rehabilitation Services**

Form of Tender

I/We, the undersigned, have carefully examined the attached documents and conditions of the Proposal. I/We understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labour, apparatus and documentation as are required to satisfy this Proposal.

NOTE: All portions of "Form of Tender" must be accurately and completely filled out.

Final payment will be made for actual quantities constructed and in accordance with the specifications.

Section 1 – Base Preparation – Pulverizing Existing Surface

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1		Pulverizing*		
1.1	8,000 m2	Pulverize Existing Surface	\$3.95	\$31,600.00
1.2	1,000 t	Granular "A"	\$33.80	\$33,800.00
1.3	8,000 m2	Grading and Compaction	\$1.85	\$14,800.00
1.4	4 ea	MH, CB Adjustments	\$1,045.00	\$4,180.00
			SUB TOTAL	\$84,380.00

*Based on a 1000 meter long, 8.0-meter-wide road section, to determine Unit Prices applied to Agreement.

Section 2 – Cold Milling Existing Surface (50mm thickness)

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
2.		Cold Milling*		
2.1	8,000 m2	Milling Existing Surface	\$5.05	\$40,400.00
2.2	8,000 m2	Tack Coat & Geotextile	\$4.75	\$38,000.00
2.3	950 t	Placement of Millings as directed by City	\$14.00	\$13,300.00
			SUB TOTAL	\$91,700.00
*Based on a 1000 meter long, 8.0-meter-wide road section, to determine Unit Prices applied to Agreement.				

Section 3 – Hot Mix Asphalt (SuperPave 12.5)

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
3		Hot Mix Asphalt*		
3.1	1100 t	SuperPave 12.5	\$292.50	\$321,750.00
			SUB TOTAL	\$321,750.00
* Based on a 1000 meter long, 8.0-meter-wide road section, to determine Unit Prices applied to Agreement.				

Section 4 – Surface Treatment (Initial Single and Double Lift)

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
4		Surface Treatment* (Single)		
4.1	1,000 t	Granular "A"	\$33.80	\$33,800.00
4.2	7,500 m2	Grading and Compaction	\$1.85	\$13,875.00
4.3	7,500 m2	Single Lift Surface Treatment	\$5.55	\$41,625.00
4.4	7,500 m2	Double Lift Surface Treatment	\$11.10	\$83,250.00
			SUB TOTAL	\$172,550.00
* Based on a minimum 1000 meter long, 7.5-meter-wide road section, to determine Unit Prices applied to Agreement.				

Section 5 – Surface Treatment (Repeat Single Lift)

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
5		Surface Treatment* (Single)		
5.1	250 m2	Repair Surface Deformations	\$28.60	\$7,150.00
5.2	7,500 m2	Single Lift Surface Treatment	\$5.55	\$41,625.00
			SUB TOTAL	\$48,775.00
* Based on a minimum 1000 meter long, 7.5-metre-wide road section, to determine Unit Prices applied to Agreement.				

Additional Rehabilitation Services / Projects

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
6		Crack Routing and Sealing*		
6.1	3,000 m	Surface Crack Repair	\$14.00	\$42,000.00
7		Fog Sealing**		
7.1	7,500 m2	Surface Sealing	\$2.50	\$18,750.00
8	LS	Farr Park Project***	\$65,750.00	\$65,750.00
			SUB TOTAL	\$126,500.00
<p>*Based on Continuous Road Sections – 1000-meter minimum roadway length,</p> <p>** Based on a minimum 1000 meter long, 7.5-metre-wide road section, to determine Unit Prices applied to Agreement.</p> <p>*** Based on the attached sketch drawing in Appendix 01. Located in Haileybury.</p>				

Summary Table

Bid Form	Total Amount (excl. HST)
Part A – Sections 1 thru 5	\$ 719,155.00
Part B – Additional Rehab Services	\$ 60,750.00
Part C – Farr Park Project	\$ 65,750.00

I/We Miller Paving Limited offer to supply the requirements stated within.

I/We hold the prices valid for 30 (thirty) days from submission date.

I/We will deliver the required services / equipment within _____ calendar days from receiving a signed order. (Weather permitting)

The specifications have been read over and agreed to this 26 day of February 2025

Company Name Miller Paving Limited	Contact name (please print) Britt Herd
Mailing Address 704024 Rockley Road, New Liskeard, ON P0J 1P0	Title Senior Manager, Estimating and Contracts
Postal Code P0J 1P0	Authorizing signature  "I have the authority to bind the company/corporation/partnership."
Telephone 705-647-4331	Email britt.herd@millergroup.ca

Acknowledgement of Addenda

I/We have received and allowed for ADDENDA NUMBER 0 in preparing my/our Tender.

Bidder's Authorized Official: Britt Herd

Title: Senior Manager, Estimating and Contracts

Authorizing Signature: 

Date: February 26, 2025

Form 1 to be submitted.

**City of Temiskaming Shores
PW-RFT-003-2025
Roadway Rehabilitation Services**

Non-Collusion Affidavit

I/ We Britt Herd the undersigned am fully informed respecting the preparation and contents of the attached Tender and of all pertinent circumstances respecting such bid.

Such bid is genuine and is not a collusive or sham bid.

Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed bid.

The price or prices proposed in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The bid, quotation or Tender of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Dated at: New Liskeard this 26 day of February, 2025.

Signed: 

Title: Senior Manager, Estimating and Contracts

Company Name: Miller Paving Limited

Form 2 to be submitted.

**City of Temiskaming Shores
PW-RFT-003-2025
Roadway Rehabilitation Services**

Conflict of Interest Declaration

Please check appropriate response:

I/We hereby confirm that there is not nor was there any actual perceived conflict of interest in our Tender submission or performing/providing the Goods/Services required by the Agreement.

The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's Tender submission or the contractual obligations under the Agreement.

List Situations:

In making this Tender submission, our Company has / has no *(strike out inapplicable portion)* knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the RFT process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at: New Liskeard this 26 day of February, 2025.

Signature: 

Bidder's Authorized Official: Britt Herd

Title: Senior Manager, Estimating and Contracts

Company Name: Miller Paving Limited

Form 3 to be submitted.

**City of Temiskaming Shores
PW-RFT-003-2025
Roadway Rehabilitation Services**

**Accessibility for Ontarians with Disabilities Act, 2005 Compliance
Agreement**

I/We, by our signature below, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*. If requested, we are able to provide written proof that all employees have been trained as required under the act.

This regulation establishes accessibility standards for customer service as it applies to every designated public sector organization and to every person or organization that provides goods or services to members of the public or other third parties and that have at least one employee in Ontario.

Name: Britt Herd Company Name: Miller Paving Limited

Phone Number: 705-647-4331 Email: britt.herd@millergroup.ca

I, Britt Herd, declare that I, or my company, are in **full compliance** with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005.

OR

I, _____, declare that I, or my company, are **NOT in full compliance** with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005, yet fully agree to meet the required compliance training standards on or before the delivery of the required goods and/or services. In an effort to assist non-compliant vendors, please visit: <https://www.ontario.ca/page/how-train-your-staff-accessibility>.

Form 4 to be submitted.

**City of Temiskaming Shores
PW-RFT-003-2025
Roadway Rehabilitation Services**

List of Proposed Sub-Contractors

A list of Sub-Contractors that the Contractor proposes to employ in completing the required work outlined in this Tender must be included in the Tender documents submitted.

Name	Address	Component
Own Forces		

I / We verify that the information provided above is accurate and that the individuals are qualified, experienced operators capable of completing the work outlined in this Tender document.

Dated at: New Liskeard this 26 day of February, 2025.

Signature: 

Bidder's Authorized Official: Britt Herd

Title: Senior Manager, Estimating and Contracts

Company Name: Miller Paving Limited

Form 5 to be submitted

The Corporation of the City of Temiskaming Shores

By-law No. 2025-031

Being a by-law to enter into an agreement with Food Cycle Science Corporation for the supply and delivery of the FoodCycler products and management support of the Project (50 households)

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

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

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

Whereas Council considered Administrative Report No. PW-014-2025 at the April 1, 2025 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into an agreement with Food Cycle Science Corporation, for the supply and delivery of the FoodCycler product and to help with the management of the Project based on 50 households, for an estimated net municipal cost of \$6,400.00 plus applicable taxes, for consideration at the April 15, 2025, Regular Council Meeting.

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

1. That the Mayor and Clerk be authorized to enter into an agreement with Food Cycle Science Corporation, for the supply and delivery of the FoodCycler product, and to help with the management of the Project based on 50 households, for an estimated net municipal cost of \$6,400.00, plus HST, a copy attached hereto as Schedule "A" and forming part of this by-law.
2. That the Mayor and Clerk have the delegation of authority to execute any and all required documentation and amendments, on behalf of the City of Temiskaming Shores, as required under the Agreement, as long as the amendments do not create any financial liability for the City that is beyond a budget approved by Council.

3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 15th day of April, 2025.

Mayor

Clerk



Schedule “A” to

By-law No. 2025-031

Agreement between

The Corporation of the City of Temiskaming Shores

and

Food Cycle Science Corporation

for the supply and delivery of the FoodCycler product, and management support of
the Project based on 50 households



FOODCYCLER® MUNICIPAL FOOD WASTE DIVERSION PILOT PROGRAM



City of Temiskaming Shores
325 Farr Drive, P.O. Box 2050
Haileybury, ON P0J 1K0
705-672-3363

Monday, March 3, 2025

The FoodCycler® Food Waste Diversion Municipal Pilot Program

Dear City of Temiskaming Shores Staff and Council,

Thank you for your interest in food waste diversion in your community. Food Cycle Science (FCS) is an organization born from the alarming fact that 63% of food waste is avoidable and responsible for about 10% of the world's greenhouse gas emissions. FCS has developed an innovative solution that reduces food waste in landfills, takes more trucks off the road, reduces infrastructure and collection costs, and contributes to a significant reduction in CO₂e compared to sending food to landfills. We deploy our patented technology to households around the world, helping them take ownership of their food waste and environmental impact.

In partnering with municipalities, we are committed to creating accessible food waste solutions for all people and changing the way the world thinks about food waste. The purpose of the FoodCycler® Pilot Program is to measure the viability of on-site food waste processing technology as a method of waste diversion. By reducing food waste at home, you can support your environmental goals, reduce residential waste, reduce your community's carbon footprint, and extend the life of your community's landfill(s).

Based on several factors, we believe the City of Temiskaming Shores would be a great fit for the benefits of this program, and we are proposing a study involving 50 households in the City of Temiskaming Shores.

The **FoodCycler Eco 3** and **Eco 5** devices can process 3.5 L and 5 L (respectively) of food waste per cycle and converts it into a nutrient-rich by-product that can be used to enrich your soil. Power consumption is ~1-1.5 kWh per cycle and takes less than 8 hours to complete (overnight).

Every FoodCycler deployed is estimated to divert at least 2 tonnes of food over its expected lifetime. Based on market rates of \$100 per tonne of waste (fully burdened), 50 households participating would divert 100 tonnes of food waste and save the municipality an estimated \$10,000.00 in costs. Please note that this analysis is based on market rates and depending on remaining landfill lifespan and closure costs, local rates for waste disposal may vary.

Every tonne of food waste diverted from landfill is estimated to reduce greenhouse gas emissions by 1.5 tonnes of CO₂e before transportation emissions. Based on this, 50 households could divert approximately 150 tonnes of greenhouse gas emissions.

Food Cycle Science is excited to have you on board for this exciting and revolutionary program. The FoodCycler® Municipal Solutions Team is always available to answer any questions you might have.

Warm regards,

The FoodCycler® Municipal Team



As of the date of this proposal, there are a total of 165 Canadian municipalities who have signed on to participate in a FoodCycler program. Through this partnership, the City of Temiskaming Shores can achieve immediate and impactful benefits, acquire valuable insight about food waste diversion in your region, and showcase itself as an environmental leader and innovator in Canada.

Food Cycle Science is looking to achieve the following through this proposed partnership:

- 🌱 Receive high-quality data from pilot program participants regarding food waste diversion
- 🌱 Receive high-quality feedback from residents, staff, and council regarding the feasibility of a FoodCycler food waste diversion program for the City of Temiskaming Shores and similar communities
- 🌱 Demonstrate the viability of our technology and solutions in a municipal setting so the model can be re-deployed in other similar communities in Canada
- 🌱 Continued deployment of a program regarding food waste diversion to support the reduction of food waste in Canada

The City of Temiskaming Shores would receive several benefits through this partnership:

- 🌱 Opportunity to trial a food waste diversion solution at a cost well below market prices
- 🌱 Reduced residential waste generation thus increasing diversion rates
- 🌱 Reduced costs associated with waste management (collection, transfer, disposal, and landfill operations)
- 🌱 The reduction of greenhouse gas (GHG) emissions from transportation and decomposition of food waste in landfills
- 🌱 Extend the life of your landfill(s)
- 🌱 Opportunity to support Canadian innovation and clean tech
- 🌱 Opportunity to provide residents with an innovative solution that reduces waste and fights climate change, at an affordable price
- 🌱 Obtaining data that could be used to develop a future organic waste diversion program

Residents of the City of Temiskaming Shores would receive several benefits through this partnership:

- 🌱 Opportunity to own an at-home food waste diversion solution at a cost well below market prices
- 🌱 Support climate change goals by reducing waste going to landfill
- 🌱 Ability to fertilize their garden soil by generating a nutrient-rich soil amendment
- 🌱 Reduce the “ick factor” of garbage to keep animals and vermin away
- 🌱 Reduce trips to the waste site and save on excess waste fees where applicable

In the pages that follow, we will offer a pilot program recommendation for consideration.



The FoodCycler Product Family

The FoodCycler product family offers closed-loop solutions to food waste, with zero emissions or odours. This sustainable process reduces your organic waste to a tenth of its original volume. Small and compact, FoodCycler products can fit anywhere. They operate quietly and efficiently, using little energy.

**FoodCycler™
Eco 3**



**FoodCycler™
Eco 5**



3.5 L	VOLUME CAPACITY	5.0 L
19.5 L	UNIT VOLUME	28.9 L
4-8 HOURS	PROCESSING TIME	6-8 HOURS
0.9 kWh	POWER CONSUMPTION PER CYCLE	1.3 kWh
1 REFILLABLE FILTER	ODOUR CONTROL	1 REFILLABLE FILTER
1-3	HOUSEHOLD SIZE	3+

Recycle Your Food Waste in 3 Easy Steps



Step 1:

Place your food waste into the FoodCycler® bucket. The FoodCycler® can take almost any type of food waste, including fruit and vegetable scraps, meat, fish, dairy, bones, shells, pits, coffee grinds and filters, and even paper towels.



Step 2:

Place the FoodCycler® bucket into your FoodCycler® machine. The FoodCycler® machine can be used anywhere with a plug such as a kitchen countertop, basement, laundry room, heated garage, etc.



Step 3:

Press Start. In 8 hours or less, your food waste will be transformed into a nutrient rich soil amendment that can be integrated back into your soil. The cycle runs quietly and with no odours or GHG emissions.

FoodCycler Funded Pilot Program – Subsidy Model

FoodCycler Eco 3



Retail Price
=\$600



FoodCycler Eco 5



Retail Price
= \$800



FoodCycler Funded Pilot Program Recommendation and Details

Based on the demographics and current waste management system in place at the City of Temiskaming Shores, Food Cycle Science is recommending a pilot program involving 50 households.

The funded pilot program is based on a cost subsidy model where Food Cycle Science provides an initial discount, the City of Temiskaming Shores provides a subsidy, and the resident provides the remaining contribution. The purpose of this model is to make this technology accessible to more Canadians at an affordable price.

Through this partnership-based program, the **municipal investment for City of Temiskaming Shores is \$100.00 per household**, regardless of which device is selected. Residents will then have the option to choose the FoodCycler™ model that best suits their household and budget.

Each FoodCycler™ is estimated to divert at least 2 tonnes of food over its expected lifetime. Based on average market rates of \$100 per tonne of waste (fully burdened), 50 households participating would divert 100 tonnes of food waste and save the municipality an estimated **\$10,000.00** in costs.

Total Invoiced Amount

	Price	Quantity	Total
FoodCycler Eco 3 Municipal Rate	\$300	25	\$7,500
FoodCycler Eco 5 Municipal Rate	\$400	25	\$10,000
Shipping Estimate			\$1,400
Total Invoice Amount			\$18,900

Plus applicable taxes.

Net Municipal Cost:

	Price	Quantity	Total
Total Invoice Amount			\$18,900
Less Resident Resale: Eco 3	\$200	25	-\$5,000
Less Resident Resale: Eco 5	\$300	25	-\$7,500
Net Municipal Cost			6400

Plus applicable taxes.

Volume Discount: Orders of 500 total units or more are eligible to receive an additional \$50.00 per unit discount on the FoodCycler Eco 5. If applicable, this discount is automatically calculated in the pricing shown above. The Municipality shall maintain a minimum of \$100.00 per household subsidy, thus passing on these savings directly to residents, reducing the resident contribution on the Eco 5 to \$250.00.

Purchase and Program Terms

Confirmation Deadline: Confirmation of order (Council resolution and/or signed partnership agreement) to be received no later than April 30, 2025.

Price Guarantee: Food Cycle Science will honour these rates on subsequent orders of 50 units or more, placed within the 2025 calendar year.

Shipping: Shipping estimates to your location may range from \$1,200.00 – \$1,600.00 and the \$1,400.00 quoted is an estimated average based on today's shipping rates. The most efficient and reliable carrier available at the time of shipment will be chosen to ensure optimal delivery.

FoodCycler Model Selection: During a registration period, residents will be given the option to indicate their preferred FoodCycler model. The total allotment of each FoodCycler model can be either predetermined or determined by resident selection.

Payment Terms: Payment is 100% due upon receipt of goods.

Accessories:

- Wholesale: Additional filters and other accessories may be purchased from FoodCycler at wholesale rates for resale to residents under the pilot program with no additional freight cost provided they are included in the initial order.
- Online Portal: An online purchase portal is available to residents of our municipal programs which offers the online purchase of filters and accessories at discounted rates. Accessories are conveniently shipped direct-to-home.
- Filter Refill Station: The municipality may choose to provide filter refills by establishing a refill station at a central location within the community. The cost to design and procure a refill station ranges from \$3,000-\$5,000. FCS will collaborate with the municipality to source local bulk amounts of carbon pellets. Over the life of the technology, this option is the most cost effective and environmentally sound.

Warranty: 1-year standard manufacturer's warranty starting on date of delivery of all FoodCycler units to the City of Temiskaming Shores. We will repair or replace any defects during that time. Extended warranties may be purchased at additional cost of \$25.00 per year for up to 5 years.

Surveys / Tracking:

- The trial / survey period will be for 12 weeks starting on or before June 30, 2025.
- Residents will be asked to track weekly usage of the FoodCycler during each week of the trial. Tracking sheets will be provided as part of a Resident Package prepared by Food Cycle Science.
- At the end of the 12 weeks, residents must report their usage and answer a number of survey questions. Survey is to be provided by Food Cycle Science and approved by the City of Temiskaming Shores.
- The survey is to be administered either by the City of Temiskaming Shores or by Food Cycle Science, by request and with permission. All survey results are to be shared between the City of Temiskaming Shores and Food Cycle Science. The City of Temiskaming Shores shall ensure all personal information of participants is removed from any data ahead of sharing with Food Cycle Science.
- The City of Temiskaming Shores may administer additional touchpoints with participants at their discretion.

Final Report and Feasibility Study: Food Cycle Science will prepare a final report summarizing program performance including waste diversion, potential for expansion, and other factors deemed relevant by the City of Temiskaming Shores. To facilitate this, the City of Temiskaming Shores may be called upon to provide data regarding disposal and transportation costs, landfill capacity, and other region-specific variables crucial for evaluating the viability of implementing FoodCyclers within the municipality.

Customer Support / Replacement Units:

- Food Cycle Science has a dedicated municipal support team that is available to assist residents directly with any troubleshooting, repairs, or replacement when required.

Marketing and Promotion

The Municipality will assume responsibility for effectively promoting its FoodCycler program to residents. FCS will actively support this effort by providing recommendations and a wide range of marketing materials, including advertisements, photos, graphics, videos, press releases, etc.

Through this agreement, the Municipality commits to actively and consistently communicate the FoodCycler program to its residents. The primary goal is to raise awareness, understanding and participation in the program, fostering a positive response from the community.

The Municipality will use a variety of communication channels to reach all residents. These may include, but are not limited to:

- Presenting the program at local fairs, community events and township meetings;
- Making all relevant information about the program visible and accessible to residents on the township's website, including the home page and the waste management page;
- Actively promote the program on the Township's social media platforms, using appropriate hashtags and engaging content;
- Advertise the program in tax bill mailings or other relevant official correspondence;
- Collaborate with community associations and groups to disseminate information about the program.

An effective communication plan can be achieved by:

- Designating a responsible person or team to oversee the communication of the program.
- Developing clear and concise communication materials that highlight the benefits of the program, eligibility criteria and terms of participation.
- Ensuring that timely updates and reminders are disseminated through various channels throughout the duration of the program.
- Responding promptly to inquiries and comments from residents regarding the program.

It is essential that the Municipality make every effort to reach as many residents as possible, aiming for optimal community awareness of this initiative. In the event that sales do not meet the anticipated targets, the Municipality will work with Food Cycle Science and diligently explore all reasonable avenues to increase awareness and participation within the community.

The Municipality and Food Cycle Science mutually grant permission to use the name and/or logo or any other identifying marks for marketing, sales, case studies, public relations materials and other communications solely to acknowledge the partnership between Food Cycle Science and the Municipality. Municipal staff may be asked to provide a video or written testimonial regarding the program.

Summary and Acceptance of Terms

We respectfully ask that you confirm your participation no later than April 30, 2025.

Summary of pilot program costs:

Program Recommendation	Invoice Amount	→	Net Municipal Cost
50 Households	\$18,900	→	\$6,400

Terms Accepted and Agreed by City of Temiskaming Shores:

Name / Title

Name / Title

Signature

Date

Signature

Date

Food Cycle Science looks forward to working with the City of Temiskaming Shores to reduce the amount of food waste going to landfill in a manner that is convenient and cost-effective.

Sincerely,

Farah Sherifdeen

Municipal Program Coordinator

farahs@foodcycler.com | +1 647-539-1090



Food Cycle Science Corporation
371A Richmond Road, Suite #4
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The Corporation of the City of Temiskaming Shores

By-law No. 2025-032

Being a by-law to enter into a Conditional Contribution Agreement with the Northern Ontario Heritage Fund Corporation (NOHFC) under the Community Enhancement Program for upgrades and improvements to the recreational facilities in Farr Park and Shaver Park and outfield fencing at Dymond Park (Project 7510284)

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

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

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

Whereas Council considered Memo No. 009-2025-RS at the April 1, 2025 Committee of the Whole Meeting, and directed staff to prepare the necessary By-law to enter into a funding agreement with the Northern Ontario Heritage Fund Corporation under the Community Enhancement Program for upgrades and improvements to the recreational facilities in Farr Park and Shaver Park, as well as outfield fencing at Dymond Park, in the amount of \$269,438 (75% of eligible project costs), for consideration at the April 15, 2025 Regular Council meeting.

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

1. That the Mayor and Clerk be authorized to enter into a conditional contribution agreement with the Northern Ontario Heritage Fund Corporation under the Community Enhancement Program for upgrades and improvements to the recreational facilities in Farr Park and Shaver Park, as well as outfield fencing at Dymond Park, in the amount of \$269,438 (75% of eligible project costs), a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Mayor and Clerk have the delegation of authority to execute any and all required documentation and amendments, on behalf of the City of Temiskaming Shores, as required under the Contribution Agreement, as long as the amendments do not create any financial liability for the City that is beyond a budget approved by Council.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law

and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 15th day of April 2025.

Mayor

Clerk



Schedule “A” to

By-law No. 2025-032

Being a funding Agreement between

The Corporation of the City of Temiskaming Shores

and

Northern Ontario Heritage Fund Corporation (NOHFC)

For a funding agreement under the Community Enhancement Program for upgrades and improvements to the recreational facilities in Farr Park and Shaver Park, as well as outfield fencing at Dymond Park (Project 7510284)

This **CONDITIONAL CONTRIBUTION AGREEMENT** is made between:

NORTHERN ONTARIO HERITAGE FUND CORPORATION
a corporation existing under the laws of Ontario

(“**NOHFC**”)

- and -

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
a municipality existing under the laws of Ontario

(the “**Recipient**”)

Background:

NOHFC’s objects include the promotion and stimulation of economic initiatives in Northern Ontario.

The Recipient has applied to NOHFC for funds to assist the Recipient in carrying out the Project.

NOHFC is willing to provide funds to the Recipient to assist the Recipient in carrying out the Project on the terms and conditions set forth herein.

Consideration:

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

1.0 INTERPRETATION AND DEFINITIONS

1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa, and words in one gender include all genders;
- (b) the background and the headings do not form part of this Agreement; they are for reference only and shall not affect the interpretation of this Agreement;
- (c) any reference to dollars or currency shall be to Canadian dollars or currency;
- (d) the words “include”, “includes”, and “including” are used to indicate nonexclusive examples and not that the Parties intended such examples to be an exhaustive list;
- (e) any provision of this Agreement that states that NOHFC “may” do or agree to something, means that NOHFC may choose to do (or agree to) or to not do (or agree to) such thing in its sole discretion; and
- (f) in the event of a conflict between the main body of this Agreement and any schedule, the

main body of this Agreement governs unless otherwise specified.

1.2 **Definitions.** In this Agreement the following terms shall have the following meanings:

“Agreement” means this agreement, in respect of project number 7510284 and entered into between NOHFC and the Recipient, all of the following schedules, and any amending agreement entered into as provided in Section 14.2:

- (a) Schedule A – Project Description;
- (b) Schedule B – Project Budget; and
- (c) Schedule C – Change Request Form.

“Application Date” means the date that the application for funding in respect of the Project was received by NOHFC, being March 18, 2024.

“Business Day” means a day other than: (a) a Saturday or Sunday; (b) any statutory holiday in the Province of Ontario; or (c) any other day on which the Province of Ontario has elected to be closed for business.

“Change Request Form” means the form attached as Schedule C, or such other form as NOHFC prescribes from time to time, in which the Recipient requests to amend certain terms of this Agreement pursuant to Section 3.3.

“Conflict of Interest” means any circumstance that, in the opinion of NOHFC, constitutes a conflict of interest, including:

- (a) in relation to the process of applying for funding for the Project, any circumstance where the Recipient (or any Related Party) has or could be perceived to have an unfair advantage, or engages in conduct, directly or indirectly, that could give it an unfair advantage over other applicants;
- (b) in relation to the performance of its obligations under this Agreement, any circumstance where the Recipient (or any person who has the capacity to influence the Recipient’s decisions) has outside commitments, relationships, or financial interests that interfere with, or could be seen to interfere with, the Recipient’s objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both; and
- (c) any situation where a Related Party owns, is employed by, or otherwise has an interest in an organization (other than the Recipient) that is carrying out work related to the Project.

“Effective Date” means the date on which this Agreement is signed by NOHFC.

“Eligible Project Costs” means the costs paid by the Recipient that are (a) incurred by the Recipient between the Application Date and the Project Completion Date; (b) in the opinion of NOHFC, reasonable and necessary for carrying out the Project; (c) limited to the cost categories and the amounts set out in the column captioned “Eligible Project Costs” in the Project Costs Chart, together with any explanatory notes thereto; and (d) net of any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

“Event of Default” has the meaning ascribed to it in Section 10.1.

“Excess Funds Amount” means the excess, if any, of X – Y where:

“X” is the amount of Funds provided to the Recipient under this Agreement; and

“Y” is the total Eligible Project Costs, multiplied by the Project Percentage.

“Funds” means the money NOHFC provides to the Recipient pursuant to this Agreement.

“Ineligible Project Costs” means all Project costs that are not Eligible Project Costs.

“Maximum Funds” means the maximum amount payable to the Recipient under this Agreement, which is the lesser of: (a) the Project Percentage of the total Eligible Project Costs, and (b) \$269,438.

“Northern Ontario” means the territorial districts of Algoma, Cochrane, Kenora, Manitoulin, Nipissing, Parry Sound, Rainy River, Sudbury, Thunder Bay, and Timiskaming.

“Party” means either NOHFC or the Recipient, and **“Parties”** means NOHFC and the Recipient.

“Project” means the undertaking described in Schedule A.

“Project Budget” means the budget for the Project set out in Schedule B.

“Project Completion Date” has the meaning ascribed to it in Schedule A.

“Project Costs Chart” means the chart of Project costs set out in Section 1 of Schedule B.

“Project Funding Chart” means the chart of Project funding set out in Section 2 of Schedule B.

“Project Location” means the location of the Project specified in Section 2 of Schedule A.

“Project Percentage” means the maximum percentage of Eligible Project Costs reimbursable by NOHFC under this Agreement, as set out in Section 2 of Schedule B and as may be adjusted from time to time by NOHFC pursuant to Section 4.1(d).

“Project Plan” means the milestones and timelines for the Project set forth in Section 3 of Schedule A.

“Project Report” means a written report on the Project, duly executed by the Recipient in the form specified by (and in substance satisfactory to) NOHFC.

“Public Entity” means any “public entity” as defined in the *Financial Administration Act* (Ontario).

“Related Party” includes any shareholder, director, officer, or employee of the Recipient, any individual related by blood, adoption, or marriage to any such person (each of the foregoing, a **“Person”**), or any other person not dealing at arms’ length (as such term is defined in the *Income Tax Act* (Canada)) with any such Person.

“Reports” means the reports described in Article 6.0 and any other reports requested by NOHFC.

“Request for Funds” means a request for Funds duly executed by the Recipient in the form specified by (and in substance satisfactory to) NOHFC.

2.0 THE PROJECT

2.1 **Term.** The term of this Agreement shall commence on the Effective Date and shall expire on the date that is three years after the Project Completion Date, unless terminated earlier in accordance with the terms of this Agreement. Notwithstanding the foregoing, if, under this section, the term of the Agreement would run longer than five years from the Effective Date, then the term of the Agreement shall expire on the fifth anniversary of the Effective Date.

2.2 **Project Completion.** The Recipient shall carry out and complete the Project:

(a) by the Project Completion Date; and

(b) in accordance with the Project Budget,

and otherwise in accordance with the terms and conditions of this Agreement.

2.3 **Project Costs.** Whenever the Recipient acquires goods or services to be claimed as Eligible Project Costs, it shall do so through a process that promotes the best value for money. If the Recipient is selecting third-party contractors from which to acquire goods or services to be claimed as Eligible Project Costs in an amount greater than \$30,300, a competitive process must be used, including a written request for at least three submissions, written evaluation of submissions received and a written agreement with the successful contractor. Notwithstanding the foregoing, NOHFC may consent in writing to a non-competitive process over \$30,300 if details of urgency, special expertise, confidentiality, savings, or other circumstances warrant it.

2.4 **Conflict of Interest.** The Recipient shall carry out the Project and use the Funds in a manner that avoids any actual, potential, or perceived Conflict of Interest, except as disclosed to and expressly approved by NOHFC in writing. The Recipient shall promptly disclose to NOHFC any circumstances that a reasonable person would interpret as being a Conflict of Interest, and comply with any terms and conditions that NOHFC may require as a result of such disclosure.

2.5 **Movement and Disposal of Assets.** Except with NOHFC's prior written consent and subject to and without limiting the other terms and conditions of this Agreement, the Recipient shall not, from the Effective Date until the date that is three years after the Project Completion Date, sell, lease, or otherwise dispose of, or store or move to any location outside of Northern Ontario, any asset purchased, improved, or created, in whole or in part, with the Funds, or for which Funds were provided, in whole or in part, provided that the Recipient may sell, lease, or dispose of assets having an aggregate purchase cost not in excess of \$10,000 to the extent such sale, lease, or disposal is not otherwise prohibited by this Agreement.

2.6 **Buildings and Facilities.** Except with NOHFC's prior written consent, from the Effective Date until the date that is three years after the Project Completion Date, the Recipient shall continue to own or continue to lease (as applicable) all buildings, facilities, or land purchased, constructed, or improved, in whole or in part, with the Funds, or for which, in whole or in part, Funds were provided.

2.7 **Publicity.**

- (a) Unless otherwise directed by NOHFC, the Recipient shall, in a form and manner approved by NOHFC, acknowledge the support of NOHFC in all publications of any kind (including digital), relating to the Project.
- (b) In order to acknowledge NOHFC's support for the Project, at NOHFC's request, the Recipient shall:
 - (i) install and maintain in good condition one or more signs or plaques supplied by NOHFC in conspicuous and visually unobstructed locations near the Project as approved by NOHFC; and/or
 - (ii) display NOHFC's visual identity digitally, in a format and manner approved by NOHFC.
- (c) The Recipient shall indicate in all of its Project-related publications, whether written, oral, visual, digital, or otherwise, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of NOHFC or the Government of Ontario.

3.0 **CHANGES**

- 3.1 **No Changes.** The Recipient shall not make any changes to the Project, the Project Budget, or the Project Plan without the prior written consent of NOHFC.
- 3.2 **Notification.** The Recipient shall notify NOHFC promptly if it becomes aware of any actual or potential changes as described in Section 3.1, or of any event that could reasonably be expected to affect the Recipient's ability to complete the Project in accordance with this Agreement.
- 3.3 **Change Requests.** In the event the Recipient:
 - (a) wishes to amend the Project Plan; and/or
 - (b) wishes to amend any portion of the Project Budget;

the Recipient shall submit a Change Request Form (with the appropriate section(s) completed) to NOHFC. NOHFC may approve or reject all or part of any such change request. If a Change Request Form is executed by both NOHFC and the Recipient, this Agreement shall be amended as set forth therein. Any other amendments to this Agreement must be made in accordance with Section 14.2.

4.0 **FUNDS AND PAYMENT**

4.1 **Payment of Funds.**

- (a) Subject to the terms and conditions of this Agreement, NOHFC shall:
 - (i) provide Funds to reimburse the Recipient for Eligible Project Costs in an amount that is equal to the Project Percentage of Eligible Project Costs, up to the

aggregate limit of the Maximum Funds; and

- (ii) provide such Funds by issuing a cheque in the Recipient's name or depositing the Funds electronically into an account designated by the Recipient in writing, provided that the account resides at a Canadian financial institution and is in the name of the Recipient.
- (b) NOHFC shall have no obligation to provide any disbursement of Funds to the Recipient until the Recipient has submitted the following (in form and substance satisfactory to NOHFC):
- (i) a completed Request for Funds;
 - (ii) copies of all invoices and/or such other documentation satisfactory to NOHFC evidencing costs incurred relating to the Eligible Project Costs claimed in the submitted Request for Funds; and
 - (iii) copies of cancelled cheques and/or such other documentation satisfactory to NOHFC evidencing payment by the Recipient of the Eligible Project Costs claimed in the submitted Request for Funds.
- (c) NOHFC may provide Funds to the Recipient in advance of the Recipient incurring Eligible Project Costs. If NOHFC provides Funds to the Recipient in advance pursuant to this Section 4.1(c), the Recipient shall spend such Funds solely on Eligible Project Costs, and NOHFC shall not make any further disbursement of Funds until the Recipient has (in addition to satisfying all other necessary requirements under this Agreement) submitted evidence satisfactory to NOHFC that the Funds so provided pursuant to this Section 4.1(c) have been spent solely on Eligible Project Costs.
- (d) If the total Eligible Project Costs are less than the estimated Eligible Project Costs set out in the Project Costs Chart, NOHFC may vary the Project Percentage to permit an aggregate disbursement of Funds of up to the maximum set forth in clause (b) of the definition of Maximum Funds.

4.2 Limitations on Funding.

- (a) NOHFC shall hold back a portion of the total Funds payable to the Recipient hereunder equal to 10% of the Maximum Funds, to be released to the Recipient only after all of the following have occurred:
- (i) receipt by NOHFC of all Reports required to date under the Agreement, including the final Project Report required pursuant to Section 6.1(a), following the completion of the Project in accordance with this Agreement; and
 - (ii) receipt by NOHFC of the final Request for Funds for the Project in accordance with Section 4.1(b)(i).
- (b) The Recipient shall promptly notify NOHFC if any funds are received for the Project from sources not shown in the Project Funding Chart or in amounts that exceed the amounts set out in the Project Funding Chart. In any such case, NOHFC may reduce the Maximum Funds by, or demand the repayment of, an amount equal to any such additional funds, or vary the Project Percentage accordingly.

- (c) If any Excess Funds Amount exists at any time, NOHFC may:
 - (i) deduct an amount equal to the Excess Funds Amount from any further disbursement of Funds; or
 - (ii) demand the repayment of such Excess Funds Amount.

4.3 **Conditions Precedent to Funding.** NOHFC's obligation to provide Funds to the Recipient is subject to the satisfaction of the following conditions precedent (each in form and substance satisfactory to NOHFC):

- (a) NOHFC shall have received any information it may require to conduct a due diligence review of the Recipient and the Project, and NOHFC shall have completed and been satisfied with such review;
- (b) the Recipient shall have provided written evidence that the funds from all other sources set out in the Project Funding Chart have been committed;
- (c) the Recipient shall have provided all insurance certificates or other documents required pursuant to Article 8.0;
- (d) the Recipient shall have provided a completed electronic funds transfer information form enabling NOHFC to electronically transfer Funds into the Recipient's designated bank account; and
- (e) the Recipient shall have delivered all Reports required to date.

5.0 **REPRESENTATIONS, WARRANTIES AND COVENANTS**

5.1 **General.** The Recipient represents, warrants, and covenants that:

- (a) it is, and shall continue to be during the term of this Agreement, a validly existing legal entity with full power to fulfill its obligations under this Agreement;
- (b) it has, and shall continue to have during the term of this Agreement, the experience and expertise necessary to carry out the Project;
- (c) any information provided in, or in support of, the application to NOHFC for funding in respect of the Project (including information relating to any eligibility requirements) was true and complete at the time provided, and shall continue to be true and complete in all material respects for the term of this Agreement, except as set out to the contrary in this Agreement;
- (d) it is not in default, and shall continue to not be in default, of any term, condition, or obligation under any agreement with NOHFC, His Majesty the King in right of Ontario, or any other Public Entity;
- (e) it is, and shall at all times be, in compliance with any and all laws, statutes, by-laws, ordinances, decrees, requirements, directives, orders, judgments, licences, permits, codes, regulations, or other items having the force of law, and any applicable determinations, interpretations, rulings, orders, rules, or decrees of any governmental

authority or arbitrator that is legally binding at the time (including obtaining, at its own expense, all permits, licences, approvals, and authorizations required to complete the Project and satisfy the terms and conditions of the Agreement), as well as all industry standards applicable to any aspect of the Recipient's operations or the Project;

- (f) it operates, and shall continue to operate during the term of this Agreement, its business in Northern Ontario;
- (g) it has, and shall maintain, the insurance required under Article 8.0; and
- (h) no Conflict of Interest exists, except as disclosed to and expressly approved by NOHFC in writing.

5.2 Execution of Agreement. The Recipient represents and warrants that:

- (a) it has the full power, authority, and capacity to enter into this Agreement; and
- (b) it has taken all necessary actions (if any) to authorize the execution and delivery of this Agreement.

5.3 Governance. The Recipient represents, warrants, and covenants that it has, shall maintain and shall follow during the term of this Agreement:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to ensure the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms;
- (d) procedures to manage the Funds prudently and effectively;
- (e) procedures to enable the successful completion of the Project;
- (f) procedures to identify risks to the completion of the Project and strategies to address the identified risks, in each case in a timely manner;
- (g) procedures to enable the preparation and delivery of all Reports required pursuant to this Agreement; and
- (h) procedures to address such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

6.0 REPORTING, ACCOUNTING, AND REVIEW

6.1 Reporting. The Recipient shall prepare and provide to NOHFC (in form and substance satisfactory to NOHFC):

- (a) within 90 days after the Project Completion Date, a completed and duly executed final Project Report, together with a final Request for Funds;

- (b) if the Project has not yet been completed, within 60 days after each anniversary of the Effective Date, a completed and duly executed interim Project Report reporting on the status of the Project; and
 - (c) any other information, including accounts, data, and projections, or other Reports as NOHFC may request from time to time, within the timelines set out by NOHFC.
- 6.2 **Record Maintenance.** The Recipient shall keep and maintain, for a period of 7 years after the creation thereof, all records (both financial and non-financial, including invoices and evidence of payment) relating to this Agreement, Eligible Project Costs, the Funds, or the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to the Recipient.
- 6.3 **Records Review.** NOHFC may, upon 24 hours' notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing: (a) its books and financial records, including the records referred to in Section 6.2; (b) its affairs, finances, and accounts; (c) the progress of the Project; (d) the Recipient's allocation and expenditure of the Funds; or (e) any representation or warranty made to NOHFC.
- 6.4 **Cooperation.** The Recipient shall, on request by NOHFC: (a) provide NOHFC access to all of its records and documents associated with this Agreement or the Project, wherever located; (b) permit NOHFC to inspect, and assist NOHFC to copy and remove, such records and documents; (c) provide any information to NOHFC that NOHFC may identify, in any form requested; and (d) carry out any activities that NOHFC requests in connection with this Article 6.0.
- 6.5 **No Control of Records.** For clarity, no provision of this Agreement shall be construed as giving NOHFC any control whatsoever over the Recipient's records.
- 6.6 **Auditor General.** NOHFC's rights under this Article are in addition to any rights provided to the Auditor General pursuant to the *Auditor General Act* (Ontario).
- 6.7 **Audit Report.** If NOHFC or the Auditor General believes that there are inaccuracies in, or inconsistencies between, any information submitted to NOHFC and the Recipient's financial records and books of account, NOHFC or the Auditor General may request, and the Recipient shall provide at its own expense, an audit report from a public accountant licensed under the laws of Ontario. The audit report shall be satisfactory to NOHFC and/or the Auditor General, as applicable, in form and content and address:
- (a) Funds received to date;
 - (b) Eligible Project Costs incurred by the Recipient to date;
 - (c) whether Eligible Project Costs that have been claimed were incurred in accordance with the Project and this Agreement; and
 - (d) any other financial information pertaining to this Agreement as may be reasonably

specified in the request.

7.0 INDEMNITY

7.1 **Indemnification.** The Recipient shall indemnify and hold harmless Northern Ontario Heritage Fund Corporation and each of its directors, officers, agents, advisors, and representatives from and against any and all liability, losses, costs, damages, and expenses (including legal, expert, and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement.

8.0 INSURANCE

8.1 **Recipient's Insurance.** The Recipient represents, warrants and covenants that it has, and shall maintain until the final disbursement of Funds is made under this Agreement, at its own cost and expense (with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent), and comply with the requirements of, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than \$2,000,000 per occurrence, which commercial general liability policy shall include the following:

- (a) coverage on an occurrence basis;
- (b) Northern Ontario Heritage Fund Corporation and each of its directors, officers, agents, advisors, and representatives as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, this Agreement;
- (c) a cross-liability clause;
- (d) contractual liability coverage; and
- (e) at least 30-days' written notice of cancellation or material change.

8.2 **Proof of Insurance.** The Recipient shall, in accordance with Section 4.3(c) and as NOHFC may otherwise request, provide NOHFC with certificates of insurance, or other proof as NOHFC may require, that confirms the insurance coverage required by Section 8.1. Further, upon the request of NOHFC, the Recipient shall make available to NOHFC a copy of each insurance policy that relates to the Project or otherwise to this Agreement, or both.

8.3 **Third Party Insurance.** The Recipient shall ensure that any subcontractors retained to perform any part or parts of the Project shall have insurance in place that is: (a) appropriate to the Project risks; and (b) consistent with commercial practice in the subcontractor's industry.

9.0 TERMINATION ON NOTICE

9.1 **Termination on Notice.** NOHFC may terminate this Agreement at any time, for any reason and without liability, penalty, or costs, upon giving at least 30 days' notice to the Recipient.

9.2 **Consequences of Termination.** If NOHFC terminates this Agreement pursuant to Section 9.1, NOHFC may take one or more of the following actions:

- (a) cancel further disbursements of Funds;
- (b) demand and require the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the Recipient's reasonable costs to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount owing pursuant to Section 9.2(b); and/or
 - (ii) provide Funds to the Recipient to cover some or all of such costs.

10.0 **EVENT OF DEFAULT AND CORRECTIVE ACTION**

10.1 **Events of Default.** Each of the following events shall constitute an "Event of Default":

- (a) in the opinion of NOHFC, the Recipient has provided false or misleading information to NOHFC;
- (b) any representation or warranty provided to NOHFC (herein or otherwise) by or on behalf of the Recipient is incorrect in any material respect on the date on which such representation or warranty was made;
- (c) in the opinion of NOHFC, the Recipient breaches any covenant, or any other term or condition of this Agreement, including failing to do any of the following in accordance with the terms and conditions of this Agreement, without the prior written consent of NOHFC:
 - (i) carry out and complete the Project by the Project Completion Date;
 - (ii) complete the milestones set out in the Project Plan in accordance with the timing set out in the Project Plan;
 - (iii) use or spend Funds; and/or
 - (iv) provide Reports;
- (d) the nature or location of the Recipient's operations, the Recipient's financial condition, or the Recipient's organizational structure changes such that the Recipient no longer meets one or more of the applicable eligibility requirements of the program under which it was approved for NOHFC funding;
- (e) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, files for the appointment of a receiver, or applies to take the benefit of any statute for the relief of debtors;
- (f) if any bankruptcy, reorganization, arrangement, or other insolvency proceeding under

any statute for the relief of debtors is instituted in respect of the Recipient and is consented to by the Recipient, or, if contested by the Recipient, is not dismissed within 30 days;

- (g) the Recipient fails to comply with any term, condition, or obligation under any other agreement with NOHFC, His Majesty the King in right of Ontario or any other Public Entity, or the Recipient experiences an event of default under any such agreement, and such failure or event of default continues after the applicable notice and cure period, if any, and is continuing;
- (h) the Recipient ceases to operate in Northern Ontario; or
- (i) a Conflict of Interest exists that cannot be resolved to NOHFC's satisfaction.

10.2 **Corrective Action.** If an Event of Default has occurred and is continuing, NOHFC may, at any time, take one or more of the following actions:

- (a) initiate any action NOHFC considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) suspend the payment of Funds for such period as NOHFC determines appropriate;
- (c) reduce the Maximum Funds or the Project Percentage;
- (d) cancel all further disbursements of Funds;
- (e) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (f) demand the repayment of an amount equal to any Funds the Recipient used for purposes not agreed to by NOHFC;
- (g) demand the repayment of an amount equal to any Funds NOHFC provided to the Recipient;
- (h) demand payment to NOHFC of an amount equal to any costs NOHFC incurs to enforce its rights under this Agreement, including any costs associated with any audit, inspection, or collection hereunder, and any other legal or professional costs;
- (i) terminate this Agreement without liability, penalty, or costs to NOHFC, which termination may take effect at any time specified by notice, including immediately; and/or
- (j) exercise any other rights or remedies available to NOHFC under this Agreement or applicable laws,

provided that, upon the occurrence of an Event of Default under Section 10.1(e) or 10.1(f), NOHFC's obligation to make any further payment of Funds shall immediately terminate, all Funds provided by NOHFC shall be deemed to have been demanded for repayment pursuant to Section 10.2(g), and such Funds shall immediately become due and payable, automatically and without any notice, demand, or act by NOHFC, all of which are expressly waived by the Recipient.

- 10.3 **Opportunity to Remedy.** Without prejudicing its rights under Section 10.2, NOHFC may provide the Recipient an opportunity to remedy the Event of Default by providing notice to the Recipient of:
- (a) the particulars of the Event of Default;
 - (b) the period of time that NOHFC is providing for the Recipient to remedy the Event of Default; and
 - (c) any conditions that NOHFC imposes in order to be satisfied that the Recipient has remedied the Event of Default.

- 10.4 **Recipient Not Remediating.** If NOHFC has provided the Recipient with an opportunity to remedy the Event of Default pursuant to Section 10.3 and:
- (a) the Recipient does not remedy the Event of Default to NOHFC's satisfaction within the time period specified in the notice;
 - (b) NOHFC determines that the Recipient cannot satisfactorily remedy the Event of Default within the time period specified in the notice or such further period of time as NOHFC considers reasonable; or
 - (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to NOHFC;

then NOHFC may immediately initiate any one or more of the actions provided for in Section 10.2.

11.0 REPAYMENT AND SET OFF

- 11.1 **Debt Due.** If the Recipient owes any monies to NOHFC, whether or not their return or repayment has been demanded by NOHFC, such monies shall be deemed to be a debt due and owing to NOHFC by the Recipient, and the Recipient shall pay such amount to NOHFC immediately (unless NOHFC directs otherwise) by cheque payable to "Northern Ontario Heritage Fund Corporation", mailed to NOHFC at the address provided in Section 13.1.
- 11.2 **Interest Rate.** NOHFC may charge the Recipient interest on any monies owing to NOHFC by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 11.3 **Set Off.** Without limiting the application of any applicable laws, if the Recipient is indebted to NOHFC, His Majesty the King in right of Ontario, or any Public Entity (under this or any other agreement between them), NOHFC shall have the right to set off the amount of such indebtedness against the amount of Funds owing to the Recipient under this Agreement and to reduce the total amount of Funds payable to the Recipient by such amount.

12.0 PAYMENT BY NOHFC OF AMOUNTS OWING BY RECIPIENT

- 12.1 **Amounts Owing by Recipient and Subcontractors.** The Recipient covenants and agrees to pay when due, and to ensure that any of its subcontractors pays when due, all amounts required

to be paid by it/its subcontractors to complete the Project in accordance with this Agreement.

12.2 **NOHFC's Right to Pay Amounts Due and Unpaid by Recipient or Subcontractors.** In the event the Recipient or any of its subcontractors fails to pay when due all amounts required to be paid by it or its subcontractors to complete the Project in accordance with this Agreement, NOHFC shall have the right, but for greater certainty, no obligation (and in addition to and not in substitution for any other right it may have pursuant to this Agreement or otherwise at law or in equity), to pay any such amount due and unpaid by the Recipient or its subcontractors and to deduct such amount from any amount due and owing to the Recipient pursuant to this Agreement, together with all costs incurred by NOHFC in connection therewith, or to demand the repayment of such amount from the Recipient together with all costs incurred by NOHFC in connection therewith.

13.0 **NOTICE**

13.1 **Notice in Writing and Addressed.** Any notice given under this Agreement shall be in writing and shall be delivered by personal delivery or courier, mailed by registered mail, or sent by fax or e-mail, and shall be addressed to NOHFC and the Recipient, respectively, as follows, or as either Party later designates to the other by notice:

To NOHFC:

Northern Ontario Heritage Fund Corporation
70 Foster Drive, Suite 200
Sault Ste. Marie, Ontario P6A 6V8

Attention: Executive Director

Fax: 705-945-6701

E-mail:
NOHFC.FinancialServicesUnit@ontario.ca

To the Recipient:

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

Attention: Matt Bahm, Director of
Recreation

Fax: N/A

E-mail: mbahm@temiskamingshores.ca

13.2 **Notice.** Any notice given by personal delivery, registered mail, or courier shall be deemed to have been given and received on the day of actual delivery thereof; provided that if any such day is not a Business Day, on the first Business Day thereafter. Any notice given by electronic means on a Business Day before 4:00 p.m. shall be deemed to have been given and received on such Business Day, and otherwise shall be deemed to have been given and received on the first Business Day following transmission.

13.3 **Postal Disruption.** Despite Section 13.2, following the occurrence and during the continuation of a postal disruption:

- (a) notice by registered mail shall not be deemed to be given or received; and
- (b) the Party giving notice shall give notice by e-mail, personal delivery, courier, or fax.

14.0 **ENTIRE AGREEMENT AND MODIFICATION OF AGREEMENT**

14.1 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with

respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations, understandings, and agreements regarding such subject matter.

- 14.2 **Modification of Agreement.** This Agreement may only be amended by a written agreement duly executed by the Parties.
- 14.3 **Consent.** Wherever the consent of NOHFC is referenced in this Agreement, the decision to provide (or not provide) such consent shall be at NOHFC's sole discretion, and NOHFC's consent may be given subject to the satisfaction of any terms and conditions specified by NOHFC (including the recovery of Funds provided to the Recipient).
- 14.4 **Waivers in Writing.** The failure or delay by NOHFC in exercising any right or remedy with respect to any breach of this Agreement by the Recipient shall not operate as a waiver or release thereof, or of any other right or remedy. Any waiver must be in writing and signed by NOHFC to be effective, and shall be limited only to the specific breach waived.

15.0 **ASSIGNMENT**

- 15.1 **No Assignment.** The rights and obligations of the Recipient under this Agreement are not assignable to any other person without the prior written consent of NOHFC, which NOHFC may provide or withhold. The rights and obligations of NOHFC under this Agreement may be assigned by NOHFC without the prior consent of the Recipient, and NOHFC shall, to the extent of the interest assigned, be released from its obligations under this Agreement but in any event shall continue to be entitled to the benefits of Article 7.0.
- 15.2 **Enurement.** This Agreement shall enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors, and permitted assigns.

16.0 **ACKNOWLEDGEMENTS**

- 16.1 **Acknowledgements.** The Recipient acknowledges that:
- (a) NOHFC is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario), as amended from time to time, and that any information provided to NOHFC in connection with the Project or otherwise in connection with this Agreement may be subject to disclosure in accordance with that Act;
 - (b) by receiving the Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
 - (c) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
 - (d) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to NOHFC or the Government of Ontario; and

- (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario); and
- (e) NOHFC is not responsible for carrying out the Project, and, without limiting the foregoing, the Recipient shall remain responsible for any cost overruns related to the Project.

17.0 SURVIVAL

17.1 **Survival.** The provisions in Article 1.0, Section 2.4, Section 2.5, Section 2.6, Section 2.7, Sections 4.2(b) and 4.2(c), Article 6.0, Article 7.0, Sections 10.1, 10.2(e), (f), (g), (h), and (j), Article 11.0, Article 12.0, Article 13.0, Article 14.0, Article 15.0, Article 16.0, Article 17.0, Sections 18.1, 18.2, 18.3, 18.4, 18.5, 18.6, 18.7, and all applicable definitions used, and provisions and schedules cross-referenced therein, shall survive any expiry, termination, or cancellation of the Agreement, and continue in full force and effect for a period of 7 years thereafter.

18.0 MISCELLANEOUS

18.1 **Governing Law.** This Agreement and the rights, obligations, and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with this Agreement shall be conducted in Ontario.

18.2 **Agreement into Effect.** The Recipient will provide such further assurances as NOHFC may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things, including executing and delivering further documents, necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

18.3 **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

18.4 **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner, or employee of NOHFC or any of its directors, officers, agents, advisors, or representatives, and the Recipient shall not take any actions that could establish or imply such a relationship.

18.5 **Agent.** The Recipient acknowledges that NOHFC may from time to time appoint agents, representatives, and independent auditors to carry out any of its rights or obligations under this Agreement.

18.6 **Joint and Several Liability.** Where the Recipient comprises more than one entity, all such entities will be jointly and severally liable to NOHFC for the obligations of the Recipient under the Agreement.

- 18.7 **Rights and Remedies Cumulative.** The rights and remedies of NOHFC under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.
- 18.8 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 18.9 **Execution by Electronic Means.** This Agreement may be executed by electronic signature and delivered by fax or e-mail transmission, which shall be considered as an original signature for all purposes, and shall have the same force and effect as an original signature. The words “execution,” “signed,” “signature,” and similar words in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity, and enforceability as a manually executed signature.

[Signature page follows]

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

**NORTHERN ONTARIO HERITAGE FUND
CORPORATION**

Date

Name: John Guerard
Title: Executive Director

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

Date

Name:
Title:

Name:
Title:

I/We have authority to bind the Recipient.

SCHEDULE A
PROJECT DESCRIPTION

1. Project Summary

The Recipient will carry out and complete the following upgrades and improvements to the recreational facilities in Farr Park:

- (a) resurface the tennis courts in order to incorporate two new pickleball courts;
- (b) install nets for the tennis courts and the new pickleball courts;
- (c) pave the basketball court to a regulation size;
- (d) install new posts, nets, benches, barriers, and spectator netting at the basketball court;
- (e) install path lighting;
- (f) resurface and expand the park's main walkway;
- (g) plant trees along the park's main walkway; and
- (h) re-grade the infield, replace the backstop with a new backstop, and purchase a ball diamond groomer.

The Recipient will carry out and complete the following upgrades and improvements to the recreational facilities in Shaver Park:

- (a) install paving and fencing at the outdoor rink area;
- (b) paint the outdoor rink area; and
- (c) pave and paint a bicycle obstacle course onto a new asphalt surface that is 860 square metres in area.

The Recipient will also replace the outfield fencing at Dymond Park with new outfield fencing.

2. Project Location

Haileybury, Ontario; Cobalt, Ontario; New Liskeard, Ontario

3. Project Plan

The Recipient shall complete each of the Project milestones no later than the date set across from such milestone in the table below.

<i>Project milestones</i>	<i>Timing</i>	
	<i>Start (month/ year)</i>	<i>End (month/ year)</i>

Project completion date (the “**Project Completion Date**”): _____, 20__

**SCHEDULE B
PROJECT BUDGET**

1. Project Costs Chart

<i>Project cost category</i>	<i>Eligible Project Costs</i>	<i>Ineligible Project Costs</i>	<i>Total cost</i>
Farr Park improvement	\$266,760	\$0	\$266,760
Shaver Park improvement	\$29,000	\$50,000**	\$79,000
Dymond Park improvement	\$25,000	\$0	\$25,000
Engineering and design	\$0	\$1,213***	\$1,213
Contingency	\$38,491*	\$0	\$38,491
TOTAL	\$359,251	\$51,213	\$410,464

* *Costs may be claimed under the 'Contingency' project cost category if they would otherwise be considered Eligible Project Costs under any other project cost category listed in this Project Costs Chart.*

** *Costs related to the improvements at Shaver Park which are covered by the private donation described in the Project Funding Chart are Ineligible Project Costs.*

*** *Costs that were incurred prior to the Application Date are Ineligible Project Costs.*

2. Project Funding Chart

<i>Funding sources</i>	<i>Financing type</i>	<i>Project cost category</i>	<i>Total funding</i>
NOHFC	Conditional contribution	Eligible Project Costs	\$269,438
Recipient	Cash	All costs	\$91,026
Private donation	Cash	Ineligible Project Costs (for the Shaver Park Improvement)	\$50,000
TOTAL			\$410,464
Project Percentage (NOHFC % of total Eligible Project Costs)			75%

**SCHEDULE C
CHANGE REQUEST FORM**

TO: Northern Ontario Heritage Fund Corporation (“**NOHFC**”)

RE: Conditional contribution agreement between NOHFC and The Corporation of the City of Temiskaming Shores (the “**Recipient**”) effective as of [], 20[] (as the same may be amended from time to time, the “**Agreement**”). Capitalized terms used but not defined herein shall have the meanings attributed to such terms in the Agreement.

The Recipient hereby requests the following modifications to the Agreement:

- Changes to Project Plan** (For a requested change to the Project milestones and/or their respective timelines, and/or the Project Completion Date.)

[Indicate new Project milestones, their respective timelines, and Project Completion Date below. If the new information you provide is acceptable to NOHFC, this section will replace what appears in the Agreement upon the effectiveness of this amendment.]

Replace the Project Plan with the following:

Project Plan

The Recipient shall complete each of the Project milestones no later than the date set across from such milestone in the table below.

<i>Project milestones</i>	<i>Timing</i>	
	<i>Start (month/ year)</i>	<i>End (month/ year)</i>

Project completion date (the “**Project Completion Date**”): _____, 20__

(Change Request Form continued on following page – please fill out all applicable sections)

SCHEDULE C
CHANGE REQUEST FORM (CONT'D)

2. **Changes to Project Budget** (For a requested change to any portion of the Project Budget, including the Project Costs Chart and/or the Project Funding Chart.)

[Speak to your Project Officer about filling in these charts. If your requested revisions are acceptable to NOHFC, these charts, as applicable, will replace what appears in the Agreement upon the effectiveness of this amendment.]

- Replace the Project Costs Chart with the following:

Project Costs Chart

Project cost category	Eligible Project Costs	Ineligible Project Costs	Total cost
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
TOTAL	\$	\$	\$

- Replace the Project Funding Chart with the following:

Project Funding Chart

Funding sources	Financing type	Project cost category	Total funding
			\$
			\$
			\$
TOTAL			\$
Project Percentage (NOHFC % of total Eligible Project Costs)			%

(Change Request Form continued on following page – please fill out all applicable sections)

SCHEDULE C
CHANGE REQUEST FORM (CONT'D)

3. Amendment

The Recipient hereby requests the aforementioned amendment(s) to the Agreement and certifies that:

- (a) the information provided to NOHFC (and/or its agents or representatives) to support this request is true, complete, and accurate;
- (b) the representations and warranties set forth in the Agreement are true and correct in all material respects;
- (c) except as specifically dealt with herein, no Event of Default has occurred and is continuing; and
- (d) all of the Recipient's obligations to date, as set out in the Agreement, have been satisfied.

Further, the Parties herein agree that:

- (i) Section 2.1 of the Agreement is amended by deleting the sentence "Notwithstanding the foregoing, if, under this section, the term of the Agreement would run longer than five years from the Effective Date, then the term of the Agreement shall expire on the fifth anniversary of the Effective Date.", if that language is included in Section 2.1 of the Agreement; and
- (ii) notwithstanding Section 2.1 of the Agreement, if, under that section, the term of the Agreement would run longer than five years from the Amendment Effective Date (as defined below), then the term of the Agreement shall expire on the fifth anniversary of the Amendment Effective Date.

Except as may be specifically set forth herein, neither NOHFC's signature on this Change Request Form, nor anything contained herein, shall act as a waiver by NOHFC of any present or future default that may exist under the Agreement. Unless expressly amended herein, all terms and conditions of the Agreement remain in full force and effect, unamended.

This Change Request Form may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Change Request Form may be executed by electronic signature and delivered by fax or e-mail transmission, which shall be considered as an original signature for all purposes, and shall have the same force and effect as an original signature.

By their respective signatures below, each Party agrees to the amendments above and the Agreement is accordingly amended effective as of the date NOHFC has executed this form (the "**Amendment Effective Date**").

[Signature page follows]

SCHEDULE C
CHANGE REQUEST FORM (CONT'D)

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

Name:
Position:

Date: _____

Name:
Position:

I/We have authority to bind the Recipient.

NORTHERN ONTARIO HERITAGE FUND CORPORATION

Name:
Position:

Date: _____

The Corporation of the City of Temiskaming Shores

By-law No. 2025-033

Being a by-law to enter into a Transfer Payment Agreement with His Majesty the King in right of Ontario as represented by the Minister for Seniors and Accessibility, to expand the All Age Friendly program to support programming to more seniors within the community

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

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

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

Whereas Council considered Memo No. 010-2025-RS at the April 1, 2025 Committee of the Whole Meeting, and delegated authority to the City Manager to enter into a five (5) year Transfer Payment Agreement with His Majesty the King in right of Ontario as represented by the Minister for Seniors and Accessibility, to expand the All Age Friendly program to support programming to more seniors within the community, prior to the April 11, 2025 deadline; and further to direct staff to prepare the necessary by-law to confirm the Transfer Payment Agreement with the Ministry for Seniors and Accessibility, at the April 15, 2025 Regular Council meeting.

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

1. That Council confirm the Transfer Payment Agreement with His Majesty the King in right of Ontario as represented by the Minister for Seniors and Accessibility, to expand the All Age Friendly program to support programming to more seniors within the community, as attached hereto as Schedule "A" and forms part of this by-law.
2. That this by-law take That this By-law shall come into force and take effect as of April 1, 2025.
3. That the Mayor and Clerk have the delegation of authority to execute any and all required documentation and amendments, on behalf of the City of Temiskaming Shores, as required under the Contribution Agreement, as long as the amendments do not create any financial liability for the City that is beyond a budget approved by Council.

4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 15th day of April 2025.

Mayor

Clerk



Schedule “A” to

By-law No. 2025-033

Being a funding Agreement between

The Corporation of the City of Temiskaming Shores

and

**His Majesty the King in right of Ontario as represented by the
Minister for Seniors and Accessibility**

Transfer Payment Agreement to expand the All Age Friendly
program to support programming to more seniors within the
community

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 1st day of January, 2025.

BETWEEN:

**His Majesty the King in right of Ontario
as represented by the Minister for Seniors and Accessibility**

(the “Province”)

and

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

(the “Recipient”)

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

1.1 **Schedules to the Agreement.** The following schedules form part of the Agreement:

Schedule “A” - General Terms and Conditions,
Schedule “B” - Project Specific Information and Additional Provisions
Schedule “C” - Project

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

4.1 **Amending the Agreement.** Except as provided for in sections 4.2 and 4.3, the Agreement may only be amended by a written agreement duly executed by the Parties.

4.2 **Revised Schedule.** The Province may, at any time, upon consultation with the Recipient, provide any or all of the following:

1. a new Schedule “B” (Project Specific Information and Additional Provisions); and
2. a new Schedule “C” (Project).

4.3 **Deemed to be Replaced.** If the Province provides a new schedule in accordance with section 4.2, the new schedule shall be deemed to be either Schedule “B” (Project Specific Information and Additional Provisions), or Schedule “C” (Project), as the case may be, for the period of time to which it relates.

5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement.** The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) His Majesty the King in right of Ontario has issued expenses,

perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);

- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project;
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act; and
- (f) the Province is bound by the *Financial Administration Act* (Ontario) ("**FAA**") and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,
 - (i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or
 - (ii) the payment having been charged to an appropriation for a previous fiscal year.

SIGNATURE PAGE FOLLOWS

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

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Minister for Seniors and
Accessibility**

Date

Name: Maureen Ennis

Title: Director, Planning and Programs Branch

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

Date

Name: Sandra Lee

Title: City Manager

I have authority to bind the Recipient

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

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

“Additional Provisions” means the terms and conditions set out in Schedule “B”.

“Agreement” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, the Budget, Program Guidelines and Funding Letter and any amending agreement entered into pursuant to section 4.1.

“Budget” means a Project budget set out in a Funding Letter for the relevant Funding Year.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“Effective Date” means the date set out at the top of the Agreement.

“Event of Default” has the meaning ascribed to it in section A12.1.

“Expiry Date” means the date on which the Agreement will expire and is set out in Schedule “B”.

“Funding Letter” means the letter(s) from the Province to the Recipient indicating information relating to the Project such as the approved Budget to the

Recipient to carry out a Project for the relevant Funding Year.

“Funding Year” means:

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

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

“Indemnified Parties” means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees and employees.

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

“Maximum Funds” means the maximum Funds set out in Schedule “B”.

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

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b) and includes any such period or periods of time by which the Province extends that time pursuant to section A12.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

“Program Guidelines” means the Seniors Active Living Centre Program Guidelines for the relevant Funding Year.

“Project” means the undertaking described in Schedule “C”.

“Project End Date” means the date on which the Project will terminate. If a specific date is not included in the Program Guidelines, the Project End Date is as follows:

(a) in the event that the Recipient operates on the government fiscal year, March 31 of the relevant Funding Year;

(b) in the event that the Recipient operates on a calendar fiscal year, December 31 of the relevant Funding Year;

“Records Review” means any assessment the Province conducts pursuant to section A7.4.

“Reports” means the reports described in the Program Guidelines for the relevant Funding Year.

A2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

A2.1 General. The Recipient represents, warrants and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of a Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and capacity to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 Governance. The Recipient represents, warrants and covenants that it has, and will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient’s organization;
- (b) procedures to enable the Recipient’s ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;

- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient with Funds up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan set out in the Programs Guidelines for the relevant Funding Year; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof required pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is

satisfied with the progress of the Project;

- (c) the Province may adjust the amount of Funds it provides to the Recipient for any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.2.

A4.3 Use of Funds and Carry out the Project. The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has been or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 Interest Bearing Account. If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 Interest. If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 Rebates, Credits, and Refunds. The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 Acquisition. If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent

applicable.

A5.2 **Disposal.** The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 **Province Includes.** For the purposes of sections A7.4, A7.5 and A7.6, "Province" includes any auditor or representative the Province may identify.

A7.2 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address set out in Schedule "B":

- (i) all Reports in accordance with the timelines and content requirements set out in the Program Guidelines for the relevant Funding Year;
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
- (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 Records Review. The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or both of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3;
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 **No Control of Records.** No provision of the Agreement will be construed to give the Province any control whatsoever over any of the Recipient's records.

A7.8 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 **Indemnify.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the gross negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 **Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Projects would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount set out in Schedule “B” per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient’s obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) at least 30 days’ written notice of cancellation.

A10.2 **Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage required by section A10.1; or
 - (ii) other proof that confirms the insurance coverage required by section A10.1; and
- (b) in the event of a Proceeding, and upon the Province’s request, the Recipient will provide to the Province a copy of any of the Recipient’s insurance policies that relate to the Project or otherwise to the Agreement, or both.

A11.0 TERMINATION ON NOTICE

A11.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days’ Notice to the Recipient.

A11.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;

- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii);
- (b) the Recipient's operations, its financial condition, its organizational structure, or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate.

A12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;

- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.

A12.3 **Opportunity to Remedy.** If, in accordance with section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A12.4 **Recipient not Remediating.** If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A12.5 **When Termination Effective.** Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A12.0, if, by the end of a Funding Year, the Recipient has not spent all of the Funds allocated for that Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds;
- (b) adjust the amount of any further instalments of Funds accordingly.

A14.0 FUNDS UPON PROJECT END DATE AND EXPIRY OF AGREEMENT

A14.1 **Funds Upon Project End Date.** Upon the Project End Date, the Recipient will pay to the Province any Funds allocated for the Project remaining in its possession, under its control, or both.

A14.2 **Funds Upon Expiry.** Upon expiry of the Agreement, the Recipient will pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds.

A15.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds or any other amounts owing under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds or any other amounts owing under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province

immediately, unless the Province directs otherwise.

A15.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B”.

A15.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

A16.0 NOTICE

A16.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule “B”, or as either Party later designates to the other by Notice.

A16.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of fax, one Business Day after the Notice is delivered; and
- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 **Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, courier or by fax.

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 **Consent.** When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A19.0 WAIVER

A19.1 **Condonation not a waiver.** Failure or delay by the either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.

A19.2 **Waiver.** Either Party may waive any of its rights, powers or remedies under the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver.

A20.0 INDEPENDENT PARTIES

A20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's heirs, executors, administrators, successors, and permitted assigns; and
- (b) the successors to His Majesty the King in right of Ontario.

A22.0 GOVERNING LAW

A22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A23.0 FURTHER ASSURANCES

A23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 **Joint and Several Liability.** Where the Recipient comprises more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of His agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A27.0 SURVIVAL

A27.1 **Survival.** The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, sections A12.1, sections A12.2(d), (e), (f), (g), (h), (i) and (j), Article A13.0, Article 14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

END OF GENERAL TERMS AND CONDITIONS

SCHEDULE “B”

PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Entered into between the Province and the Recipient dated the 1st day of January, 2025.

Maximum Funds	See Funding Letter
Expiry Date	March 31, 2029
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$2,000
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	Name: Hin Lun Lee or the person who occupies the position from time to time Position: Manager, Seniors Programs and Public Education Unit Address: 777 Bay Street, Suite 600C, Toronto, Ontario M5G 2C8 Email: SALCSupport@ontario.ca
Contact information for the purposes of Notice to the Recipient	Name: Lynn Julien Position: Age Friendly Coordinator Address: 325 Farr Drive, Haileybury, ON P0J1K0 Phone: (705) 647-5709 Email: ljulien@temiskamingshores.ca
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	Name: Mathew Bahm Position: Director of Recreation Address: 325 Farr Drive, Haileybury, ON P0J1K0 Phone: (705) 672-33634 x106 Email: mbahm@temiskamingshores.ca

Additional Provisions:

B1. Definitions

“**Legion**” means the Royal Canadian Legion (Legion) which serves veterans, including serving military and RCMP members and their families, to promote Remembrance and to serve local communities.

“**Veterans**” means former members of the Canadian Armed Forces who has completed basic training and was released from service.

B2. Objective. The Project must promote active and healthy living, social

engagement and learning for persons who are primarily seniors by providing them with activities and services.

B3. Funds to Support Objective. All Funds must be spent in support of the objective described in section B2. To continue to receive Funds, the Project must continue to meet this objective.

B4. Prior Approval for Veterans' Project Changes. If the Project description in Schedule "C" indicates the Project will aim to provide activities or services to Veterans and the Recipient is proposing to cease providing services or activities to Veterans, this constitutes a significant change as contemplated by the Program Guidelines and the Recipient must obtain written approval from the Ministry for Seniors and Accessibility before making the change.

B5. Process to Request Veterans Change. To request the approval described in section B4, the Recipient will contact their Regional Development Advisor who will advise the Recipient of the process to follow to request approval to change the Project.

B6. A Project That Aims to Provide Activities or Services to Veterans.

If the Project description in Schedule "C" indicates that the Project will aim to provide activities or services to Veterans, the Recipient will take reasonable steps to:

- promote services and activities available at a Legion local to the Project location, as part of the Senior's Active Living Centre Program priority to connect older adult and senior veterans with community programs and services; and
- coordinate with the Legion local to the Project location to ensure that there is limited to no overlap in programming delivered by a Legion and the Recipient; and
- work collaboratively with their Legion local to the Project location when planning and delivering programs to ensure older adult and senior Veterans in the community can fully benefit from the combination of activities and services offered by the Legion and the Recipient.

SCHEDULE “C”

PROJECT

Entered into between the Province and the Recipient dated the 1st day of January, 2025.

Project Information:

Program Name	All Age Friendly Community		
SALC Program Identifier	2107		
Project Description	The City of Temiskaming Shores proposed SALC program consists of offering mobility and exercise classes geared towards older adults, offer indoor and outdoor programs throughout the fall and winter months to decrease social isolation and increase physical activity. The program seeks to reduce barriers and encourage local older adults to take part in physical activity opportunities, in addition to introducing new activities to the area. We are looking at offering more programs throughout the week to help increase the opportunities for physical activity and decrease social isolation for older adults. By creating more opportunity for social interactions and physical activity, we are helping older adults live healthier lifestyle which increases their chances of living at home longer and decreasing their risk of falls.		
Program Site Name	Program Site Street Address	Program Site Municipality	Program Postal Code
Dymond Community Hall	181 Drive-in Theatre Road	New Liskeard	P0J1P0
Dymond Court	310 Grant Drive	New Liskeard	P0J1P0
Harbour Place	451 Farr Drive	Haileybury	P0J1P0
Horne Granite Curling Club	11 May Street South	New Liskeard	P0J1P0
Lawrence "Bun" Eckensviller Community Hall	90 Whitewood Avenue	New Liskeard	P0J1P0
Northern College - Haileybury Campus	640 Latchford Street	Haileybury	P0J1P0
Pool and Fitness Centre	77 Wellington Street South	New Liskeard	P0J1P0
Riverside Place	55 Riverside Drive	New Liskeard	P0J1P0
Shelley Herbert-Shea Memorial Arena	400 Ferguson Avenue	Haileybury	P0J1K0

Temiskaming Nordic Ski Club	Forest Access Road	Coleman Township	P0J1P0
Tri-Town Bowling Lanes	331 Main Street	Haileybury	P0J1P0

The Corporation of the City of Temiskaming Shores

By-law No. 2025-034

Being a by-law to enter into an agreement with J.L. Richards & Associates Limited for the City of Temiskaming Shores Official Plan Review

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

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

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

Whereas Council considered Administrative Report No. CS-012-2025 at the April 1, 2025 Committee of the Whole Meeting, and directed staff to prepare the necessary by-law to enter into an agreement with agreement with J.L. Richards and Associates Ltd., for the purpose of developing a new Official Plan, in the amount of \$74,507, plus applicable taxes, for consideration at the April 15, 2025 Regular Council meeting.

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

1. That the Mayor and Clerk be authorized to execute an agreement with J.L. Richards and Associates Ltd., for the purpose of developing a new Official Plan, in the amount of \$74,507 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forms part of this by-law.
2. That the Mayor and Clerk have the delegation of authority to execute any and all required documentation and amendments, on behalf of the City of Temiskaming Shores, as required under the Agreement, as long as the amendments do not create any financial liability for the City that is beyond a budget approved by Council.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 15th day of April, 2025.

Mayor

Clerk



Schedule “A” to

By-law 2025-034

Agreement between

The Corporation of the City of Temiskaming Shores

and

J.L. Richards and Associates Ltd.

for the purpose of developing a new Official Plan

**J.L. RICHARDS & ASSOCIATES LIMITED (JLR)
STANDARD TERMS AND CONDITIONS**

- 1. ENTIRE AGREEMENT:** Upon authorization by City of Temiskaming Shores (herein referred to as the “CLIENT”) and commencement of performance hereunder, these terms constitute the entire Agreement between the parties concerning its subject matter and supersede any prior discussions and agreement (written or oral). The CLIENT acknowledges and agrees that its use of any purchase order or other form to procure services is solely for administrative purposes and JLR shall not be bound to any terms and conditions contained within such a form regardless of reference or signature. In the event of a conflict between the written proposal letter and the terms of this Agreement the proposal letter shall take precedence.
- 2. SCOPE OF SERVICES:** The CLIENT and J.L. Richards & Associates Limited (“JLR”) have agreed to a scope of services outlined in the fee proposal letter dated April 3, 2025 to which these Terms and Conditions are attached (the “Services”), in connection with the project identified as Official Plan Review and Update (the “Project”) Services not identified in the scope of services in the fee proposal letter are specifically excluded from this Agreement.
- 3. CHANGES:** Upon receipt of a written change in the scope of work request from the CLIENT or in situations where it becomes necessary to affect a change in the scope of the work, JLR shall notify the CLIENT in writing, regarding the impact of the request on the fees and/or schedule. Any changes or additional conditions between JLR and the CLIENT shall promptly, and in good faith, be negotiated, stated in writing, and mutually agreed to by both parties.
- 4. SITE INFORMATION AND ACCESS:** The CLIENT, at its own expense, shall make available to JLR all relevant project information and documentation under the CLIENT’s control regarding past, present and proposed conditions of the site. JLR will provide a list of any required documentation to the CLIENT for its action. During the term of this Agreement, the CLIENT shall immediately notify JLR of any new information that becomes available and/or any change in plans. JLR assumes no responsibility or liability for the accuracy and/or completeness of such information, or the impact any inaccurate project information may have on JLR’s services. The CLIENT shall make all necessary arrangements for right of entry in order to provide JLR personnel access to the site at no cost to JLR throughout the performance of this Agreement.
- 5. PERMITS AND UTILITIES:** The CLIENT shall apply for and obtain all required permits and licenses. The CLIENT shall provide JLR with the location of all relevant underground utilities and buried structures, and shall ensure that all information provided is in accordance with applicable laws and regulations. The CLIENT warrants the accuracy of this information.
- 6. PAYMENT AND SUSPENSION:** Unless otherwise stated, invoices will be submitted on a monthly basis. Invoices are due and payable within twenty-eight (28) days of the invoice date. Invoices not paid within twenty-eight (28) calendar days of the invoice date shall be subject to a late fee of two (2%) per month computed at twenty-nine (29) days from the date of invoice.

Unpaid invoices shall also be subject to adjudication pursuant to the Ontario *Construction Act*, R.S.O. 1990, c. C.30, if applicable. In the event the CLIENT disputes all or part of an invoice, the CLIENT must submit a Notice of Non-Payment to JLR, in accordance with the terms of the Ontario *Construction Act*, R.S.O, 1990, c. C. 30, within fourteen (14) calendar days from the invoice date.

In addition, any collection fees, legal fees, court costs, and other related expenses incurred by JLR in connection with the collection of delinquent invoices shall be paid by the CLIENT.

Undisputed portions are subject to payment within twenty-eight (28) days. JLR may suspend performance of services under this Agreement if:

- .1 the CLIENT fails to make the payment in accordance with the terms hereof; and/or
- .2 the CLIENT becomes insolvent, enters bankruptcy, receivership, or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors.

If any such suspension causes an increase in the time required for JLR's performance of the contract, then the schedule and/or period for performance shall be extended for a period of time equal to the suspension period. If payment remains past due sixty (60) days from the date of the invoice, then JLR shall have the right to suspend or terminate all services under this Agreement without prejudice or penalty, if applicable. The CLIENT shall pay all reasonable costs associated with the suspension or termination of the services under this Agreement.

All payments and timelines under this Agreement shall ultimately be subject to the minimum requirements and procedures set out under the Ontario *Construction Act*, if applicable, or any other applicable lien legislation, if any, including with regard to any holdback of fees.

7. **OWNERSHIP RIGHTS:** All work product, designs, drawings, concepts, products or processes produced by or resulting from the services rendered by JLR in connection with this Agreement, or which are otherwise developed or first reduced to practice by JLR in the performance of the services hereunder, and which are patentable, capable of trademark or otherwise (collectively "**Work Product**"), shall be and remain the property of JLR. Subject to full payment of any fees owed under this Agreement, JLR hereby grants to the CLIENT a permanent, non-exclusive, royalty-free license to use the Work Product in connection with the reasonably communicated and contemplated purpose of the underlying project (including and for repairing, maintaining or servicing the project) and no other purpose or project. JLR shall not be responsible for the reuse or modification of any document by the Client or any third party without its expressed written permission.
8. **INJUNCTIVE RELIEF:** Each Party acknowledges and agrees that any breach of this Agreement by a Party could cause injury to the other Party for which monetary damages may be an inadequate remedy and that, in addition to remedies at law, the Disclosing Party is entitled to seek equitable relief as a remedy for any such breach or threatened breach.

- 9. STANDARD OF CARE:** In the performance of professional services, JLR shall use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the province/locality of the JLR office performing the work. No warranty, expressed or implied, is made or intended by this Agreement, or by furnishing oral or written reports of the findings. JLR is to be liable only for any direct damages caused by the negligent acts or negligent failure to act by JLR in discharging its professional duties
- 10. CERTIFICATIONS, GUARANTEES AND WARRANTIES:** JLR shall not be required to sign any documents, no matter by whom requested, that would result in JLR having to certify, guarantee or warrant the existence of conditions whose existence JLR cannot ascertain. The CLIENT also agrees not to make resolution of any dispute with JLR or payment of any amount due to JLR in any way contingent upon JLR's signing any such certification.
- 11. INSURANCE:** JLR shall maintain the following Insurance in the amounts of:
- | | | |
|----|---|-------------|
| .1 | Workplace Safety & Insurance Board (per statutory requirements) | |
| .2 | Automobile Liability | \$2,000,000 |
| .3 | Commercial General Liability: | |
| | Each Occurrence | \$1,000,000 |
| | Policy Aggregate | \$2,000,000 |
| .4 | Professional Liability Insurance: | |
| | Per Claim | \$1,000,000 |
| | Policy Aggregate | \$3,000,000 |
- 12. INDEMNITY:** Subject to Section 14 hereof, the CLIENT agrees to indemnify and save harmless JLR and its shareholders, directors, officers, employees, advisors and agents from all claims, actions, causes of action, proceedings, losses, damages, costs, liabilities and expenses, incurred, suffered or sustained as a result of JLR's performing the services other than negligent services.
- 13. ENVIRONMENTAL LIABILITY:** Because the CLIENT owns and/or operates the site where work is being performed, the CLIENT has and shall retain all responsibility and liability associated with the environmental conditions at the site. Unless specifically identified elsewhere, the CLIENT's responsibility and liability includes the handling and disposal of any samples or hazardous materials.
- 14. CONSEQUENTIAL DAMAGES:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CLIENT or JLR, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim, whether due to breach of contract, tort, negligence, warranty, strict liability or otherwise, for any consequential or indirect loss or damages or for damages of any kind, however caused or characterized, for loss of actual or anticipated revenue or profits, business interruption, loss of reputation, loss of use, loss of business opportunity, increased capital or operating costs, or increased financing costs.
- 15. LIMITATION OF LIABILITY:** Notwithstanding any other provision of this Agreement, the total liability of JLR, its officers, directors, and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to the total compensation actually paid to JLR for the services hereunder or \$50,000.00, whichever is greater.

- 16. SCHEDULE AND PENALTIES:** JLR shall make reasonable efforts to deliver the Services under this Agreement according to the schedule of services and deliverables agreed upon between JLR and the CLIENT. JLR shall not be responsible for any delays caused by third party actions outside of its reasonable control. JLR makes no guarantees regarding the timing or schedule of their services under this Agreement and under no circumstances shall JLR be liable for any form of penalties, liquidated damages, or refund of fees to CLIENT or its customers, whether established by contract or where inferred by the *Planning Act*, R.S.O. 1990, c. P.13 or other legislation.
- 17. THIRD-PARTY BENEFICIARIES:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favour of a third party against either the CLIENT or JLR. JLR's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against JLR because of this Agreement or the performance or non-performance of services hereunder. The CLIENT and JLR agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this project to carry out the intent of this provision.
- 18. REVIEWING THIRD PARTY WORK:** CLIENT represents that in the event that JLR is asked to perform a review of drawings, designs, or other work created by another professional engineer, architect, planner, or firm (a "**Prior Consultant**") then such Prior Consultant shall (a) be promptly notified that JLR will be conducting such work or review, OR (b) have had its professional services terminated by the CLIENT. Further, CLIENT agrees that JLR may contact the Prior Consultant to notify them that JLR will be reviewing their work and provide such other notices or communications as JLR may deem necessary to comply with its professional and ethical obligations, including, but not limited to, those under the *Professional Engineers Act* and the *Architects Act* and their respective regulations.
- 19. COST ESTIMATES:** Any estimate of costs or budget (or any items which are similarly named) provided under this Agreement is an "opinion of probable construction cost", and CLIENT understands that JLR has no control over the cost or availability of labor, equipment or materials, or over price fluctuations or other market conditions or an applicable contractor's method of pricing, and that JLR's estimates of probable construction cost are made on the basis of its professional judgment and experience. JLR makes no warranty, express or implied, that the bids or the negotiated cost of the relevant work will not vary from the estimate of probable construction cost.
- 20. PUBLIC RESPONSIBILITY:** JLR shall endeavour to alert the CLIENT to any matter of which JLR becomes aware and believes requires the CLIENT's immediate attention to help protect public health and safety, or which JLR believes requires the CLIENT to notify others, or otherwise conform to applicable codes, standards, regulations or ordinances. If the CLIENT decides to disregard JLR's recommendations in these respects:
1. JLR shall determine in its sole judgment if it has a duty to notify public officials; and
 2. If there is an unaddressed risk to the public, JLR has the right to immediately terminate this Agreement upon written notice to the CLIENT and without penalty.

21. 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 of both JLR and the CLIENT;
2. By executive management of each party;
3. By mediation; or
4. Through the court system of the Province of Ontario.

The 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 fees and costs.

Nothing in this section shall be construed as limiting the parties' right to the adjudication process available pursuant to the Ontario *Construction Act*, R.S.O. 1990, c. C. 30, as amended, if applicable.

22. FEE ESCALATION: In the event that price escalation of goods/services occurs due to inflationary pressures, economic disruptions and/or tariffs or trade disputes, or if any portion of the services under this Agreement are to be delivered on a time-based fee per the fee proposal letter, JLR shall reserve the right to increase its fee rates from time to time by providing the CLIENT with written notice of any changes at least thirty (30) days before such changes take effect. JLR's fee increases shall be based on internal employee advancement, seniority, applicable inflation rates, and overall industry trends, and shall be generally commercially reasonable.

23. ASSIGNMENT: Neither party shall assign its interest in this Agreement without the written consent of the other.

24. CHOICE OF LAWS: This Agreement shall be governed by the laws of the Province of Ontario and any federal laws applicable thereto.

25. FORCE MAJEURE: Should performance of services by JLR be affected by causes beyond its reasonable control, including but not limited to: acts of God; acts of a legislative, administrative or judicial entity; tariffs, trade disputes and economic disruptions; acts of contractors other than contractors engaged by JLR; fires; floods; labour disturbances; unusually severe weather and/or an epidemic; then the CLIENT shall grant JLR a time extension and the parties shall negotiate an equitable adjustment to the price of any affected services and/or fees quoted in the proposal letter.

26. FIELD REPRESENTATION: JLR shall not assume the role of "prime contractor", "principal contractor", "constructor", "controlling employer", or their equivalents unless the scope of such services are expressly agreed to in writing.

27. TERMINATION: This Agreement shall terminate upon the completion of the Services contemplated herein, or may be earlier terminated by either party, for any reason, upon ten (10) days written notice to the other. In the event of termination due to the suspension or abandonment of the project, or any breach of this Agreement, JLR shall be paid within twenty-eight (28) days of the invoice date for all services performed to the effective termination date, including reimbursable expenses, applicable taxes and any termination expenses incurred.

- 28. JOBSITE SAFETY:** Neither the professional activities of JLR, nor the presence of JLR or its employees and sub-consultants at a project site and/or construction site, shall impose any duty to JLR, nor relieve the CLIENT and/or the construction contractor of its obligations, duties and responsibilities to provide a safe working environment including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating any construction work or activities in accordance with the applicable contracts and any health or safety precautions required by any regulatory agencies.

JLR and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health and safety programs or procedures. It is agreed that both the CLIENT and/or the construction contractor shall be solely responsible for the project site and/or the construction site and worker safety, and warrants that this intent shall be carried out in the CLIENT'S and/or the construction contractor's contract. It is also agreed that both the CLIENT and/or the construction contractor shall defend and indemnify JLR and JLR's sub-consultants. If applicable, the CLIENT also agrees that the CLIENT, JLR and JLR's sub-consultants shall be made additional insureds under the construction contractor's policies of general liability insurance.

JLR retains the right to refuse services (at no cost to JLR) if, in the opinion of JLR upon assessing the site conditions in immediate relation to the Work are not up to regulatory standards whether local, Provincial or Federal (if applicable).

- 29. CODE COMPLIANCE:** JLR shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect during the Term of the Agreement. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, JLR shall notify the CLIENT of the nature and impact of such conflict. The CLIENT agrees to cooperate and work with JLR in an effort to resolve this conflict.
- 30. SEVERABILITY:** If any term or provision of this Agreement is held to be invalid, or unenforceable under the applicable statute or rule of law, such holding shall be applied only to the provision so held and the remainder of this Agreement shall remain in full force and effect.
- 31. SURVIVAL:** All limitation of liability, indemnifications, warranties and representations contained in this Agreement shall survive the completion or termination of this Agreement and shall remain in full force and effect.

32. ADDRESS FOR NOTICES:

All notices shall be in writing. Notices shall be delivered by hand, by courier, by prepaid first class mail, by facsimile or by other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender. A notice shall be deemed to have been received on the date of delivery if delivered by hand, courier, facsimile or other form of electronic communication. A notice sent by regular mail is deemed to have been received on the 5th business day following the date of mailing. Notices pursuant to the Ontario *Construction Act, R.S.O. 1990, c. C. 30* or any other lien legislation applicable to the Project must at minimum be sent by email in addition to any other means of communication, and such Notices shall be deemed to have been received by the addressees on the day of delivery if the Notice is sent during business hours (8:00 a.m. to 4:00 p.m., Monday to Friday, excluding weekends and statutory holidays). If the Notice is sent outside of business hours, it shall be deemed to be received on the following business day.

Notices to JLR shall be sent to:
J.L. RICHARDS & ASSOCIATES LIMITED
314 Countryside Drive
Sudbury, ON
P3E 6G2

Notices to the CLIENT shall be sent to:
325 Farr Drive
PO Box 2050
Haileybury, ON
P0J 1K0

The parties understand and agree that it is each party's responsibility to inform the other party of any changes to their respective Addressees. All changes are to be provided to the other party by way of Notice in accordance with section 27 herein.

- 33. CHANGE IN LAW:** If at any time during the provision of Services for the Project JLR suffers, or reasonably expects to suffer, a delay and/or incurs additional costs or surcharges as a direct or indirect result of any change in law, not limited to the imposition of tariffs, duties, excise tax, levy, surtax or other assessment ("Change in Law"), whether such Change in Law is in effect prior or subsequent to the commencement of Services, then JLR will be entitled to an adjustment to the fees for the Services and/or an extension of time. JLR shall deliver a notice in writing to the Client within 90 days of understanding the impact of the Change in Law and identifying the cost and/or time implications.
- 34. ELECTRONIC EXECUTION:** This Agreement may be executed by the parties in counterparts and may be delivered by email or other means of electronic communication and all such counterparts, taken together, shall constitute one and the same agreement. Documents that are (1) executed, scanned, and transmitted electronically, or (2) digitally executed by electronic signature, shall be deemed to be original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

I accept the above JLR Standard Terms and Conditions, and hereby authorize J.L. RICHARDS & ASSOCIATES LIMITED to proceed with the work.

Accepted: _____
City of Temiskaming Shores

This Proposal contains information that is confidential and proprietary to J.L. Richards & Associates Limited (JLR). Reproduction or use in whole or part for purposes other than its evaluation is not permitted without the express written consent of JLR. In that release of this information could significantly prejudice the competitive position of JLR and/or its sub-consultants, it is specifically claimed that this Proposal is confidential for the purposes of any applicable Freedom of Information legislation.

This proposal is valid for a period of 60 calendar days.

The Corporation of the City of Temiskaming Shores

By-law No. 2025-035

**Being a by-law to enact a Zoning by-law Amendment to rezone
620 Lakeshore Road (Roll No. 5418-030-001-030-00) from Tourist
Commercial (C4) to Medium Density Residential (R3) in the City of
Temiskaming Shores Zoning By-law 2017-154**

Whereas pursuant to the provisions of Section 34 of the Planning Act, R.S.O. 1990 c.P. 13, as amended, the Council of a Municipality may enact by-laws to authorize the use of land, buildings or structures for any purpose set out therein that is otherwise prohibited; and

Whereas By-law No. 2017-154 regulates the use of land and the use and erection of buildings and structures within the City of Temiskaming Shores; and

Whereas Council considered Administrative Report No. CS-014-2025 at the Committee of the Whole meeting on April 1, 2025 and directed staff to prepare the necessary by-law to amend the City of Temiskaming Shores Zoning By-law No. 2017-154 (as amended), to rezone the subject property (620 Lakeshore Road) from Tourist Commercial (C4) to Medium Density Residential (R3), for consideration at the April 15, 2025 Regular Council Meeting.

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

1. The property affected by this By-law is 620 Lakeshore Road, Temiskaming Shores;

2. By-law No. 2017-154 is hereby amended as follows:

(a) Schedule 'J4' of By-law 2017-154 is hereby amended by rezoning the affected property from "Tourist Commercial (C4) Zone" to "Medium Density Residential (R3) Zone" in accordance with the provisions of this By-law.

3. This By-law shall come into full force and effect in accordance with Section 34 (19) of the Planning Act, R.S.O. 1990.

4. That all other provisions of By-law No. 2017-154 shall continue to apply.

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

Read a first, second and third time and finally passed this 15th day of April, 2025.

Mayor

Clerk

The Corporation of the City of Temiskaming Shores

By-law No. 2025-036

Being a by-law to amend By-law No. 2015-141, to adopt the Delegation of Powers and Duties Policy for the City of Temiskaming Shores (Cemetery)

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

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

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

Whereas under Section 270 (1)(6) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that every municipality shall adopt and maintain policies with respect to the delegation of powers and duties;

And whereas Council considered Administrative Report CS-014-2025 at the April 1, 2025 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to amend By-law No. 2015-141 being a policy for the Delegation of Powers and Duties for the City of Temiskaming Shores, to add Cemetery Administration provisions, for consideration at the April 15, 2025 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. 2015-141, be amended by adding Article No. 5 with the following:

5. Cemetery Administration

That the Clerk or his/her delegate, overseen by the City Manager, be authorized and responsible for the activities related to Cemetery Administration for each cemetery under the jurisdiction of the City of Temiskaming Shores. This responsibility shall be subject to the requirements and regulations set out in the Cemeteries Act and the City's Cemetery By-laws.

Specifically, the Clerk shall have the authority to:

- Develop and implement procedures related to cemetery services.
- Make final and binding decisions concerning cemetery services in accordance with the City's Cemetery By-laws, the Cemeteries Act, and associated regulations.

- Delegate all or part of the authority granted to the Clerk by this by-law to municipal employees within the Corporate Services Department.
 - Authorize Certificates of Interment Rights, as well as Contracts for the Purchase of Interment Rights and Cemetery Services.
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 15th day of April 2025.

Mayor

Clerk

The Corporation of the City of Temiskaming Shores

By-law No. 2025-037

Being a by-law to amend By-law No. 2022-185 to appoint community representatives to various Committees and Boards for the 2022-2026 Term of Council (New Liskeard Business Improvement Area Board of Management)

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

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

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

Whereas Council adopted By-law No. 2022-185 to appoint community representatives to various Committees and Boards for 2022-2026 Term of Council; and

Whereas Section 204 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, deals with Business Improvement Areas; and

Whereas under Section 204 (12) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, outlines if a vacancy occurs for any cause, the municipality may appoint a person to fill the vacancy for the unexpired portion of the term and the appointed person is not required to be a member of the improvement area; and

Whereas Joline Rivard was appointed as community representative to the New Liskeard Business Improvement Area (BIA) Board of Management Committee for the 2022-2026 Term of Council on July 11, 2023 through By-law No. 2023-080, and submitted her resignation to the Board on January 8, 2025; and

Whereas Council considered applications in Closed Session at the April 1, 2025 Committee of the Whole meeting, and rose with report to direct staff to prepare the necessary by-law to appoint Brooke Huppe to the New Liskeard Business Improvement Area Board of Management, for consideration at the April 15, 2025 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. 2022-185, be amended by removing Joline Rivard as community representative to the New Liskeard Business Improvement Area

Board of Management for the 2022-2026 Term of Council, effective the date of resignation on January 8, 2025.

2. That Schedule "A" to By-law No. 2022-185, be amended by adding Brooke Huppe as community representative to the New Liskeard Business Improvement Area Board of Management for the 2022-2026 Term of Council.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor changes or corrections of a grammatical or typographical nature to the By-law and schedule, after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

Read a first, second and third time and finally passed this 15th day of April, 2025.

Mayor

Clerk

The Corporation of the City of Temiskaming Shores

By-law No. 2025-038

Being a by-law to enter into a Grant Agreement under the Rural Transit Solutions Fund with His Majesty the King in right of Canada as represented by the Minister of Infrastructure and Communities, for the Transit Evaluation and Feasibility Study

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

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

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

Whereas Council considered Memo No. 003-2025-PW at the January 21, 2025 Committee of the Whole Meeting, and delegated authority to the Mayor and Clerk to execute the agreement for funding related to Temiskaming Transit, and any and all requirement documentation on behalf of the City of Temiskaming Shores, to be confirmed by by-law at a future Regular Council meeting, once the agreement had been finalized; and

Whereas the City received the fully executed copy of the agreement on March 21, 2025, signed by the Director General for Public Transit and Housing, Infrastructure and Communities Canada.

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

1. That Council confirm the Grant Agreement under the Rural Transit Solutions Fund with His Majesty the King in right of Canada as represented by the Minister of Infrastructure and Communities, for the Transit Evaluation and Feasibility Study, as attached hereto as Schedule "A" and forms part of this by-law.
2. That this by-law take That this By-law shall come into force and take effect as of March 21, 2025.
3. That the Mayor and Clerk have the delegation of authority to execute any and all required documentation and amendments, on behalf of the City of Temiskaming Shores, as required under the Grant Agreement, as long as the amendments do not create any financial liability for the City that is beyond a budget approved by Council.

4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 15th day of April 2025.

Mayor

Clerk



Schedule “A” to

By-law No. 2025-038

Being a Grant Agreement between

The Corporation of the City of Temiskaming Shores

and

**His Majesty the King in right of Canada as represented by the
Minister of Infrastructure and Communities**

for the Transit Evaluation and Feasibility Study

**CANADA – THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
CANADA PUBLIC TRANSIT FUND – RURAL TRANSIT SOLUTIONS FUND
GRANT AGREEMENT FOR THE TRANSIT EVALUATION AND FEASIBILITY STUDY FOR THE
CITY OF TEMISKAMING SHORES, ON**

This Agreement is made as of the date of last signature.

BETWEEN: **HIS MAJESTY THE KING IN RIGHT OF CANADA**, as represented by the Minister of Infrastructure and Communities, hereinafter referred to as the Minister of Housing, Infrastructure and Communities (“Canada”),

AND
THE CORPORATION OF THE CITY OF TEMISKAMING SHORES, continued or incorporated pursuant to the Ontario Municipal Act (2001) (the “Recipient”),

each individually referred to as a “Party” and collectively referred to as the “Parties”.

RECITALS

WHEREAS the Rural Transit Solutions fund is the first federal fund to support the development of locally-driven transit solutions that will help people living in rural communities;

WHEREAS the Minister of Housing, Infrastructure and Communities is responsible for the Canada Public Transit Fund – Rural Transit Solutions Fund (“the Program”) and wishes to provide financial support to The Corporation of the City of Temiskaming Shores under this Agreement;

WHEREAS the Recipient is a Municipality which is eligible under the Program and has submitted to Canada an application dated April 10, 2024, which successfully met the selection criteria and qualifies for funding under the Program;

WHEREAS the Recipient is responsible for carrying out the Project and Canada wishes to provide financial support for the Project and its objectives;

NOW THEREFORE, the Parties hereby agree as follows:

1. INTERPRETATION

1.1 DEFINITIONS

In addition to the terms defined in the recitals and elsewhere in this Agreement, a capitalized term has the meaning given to it in this Section.

“**Agreement**” means this grant agreement and all its schedules, as may be amended from time to time.

“**Agreement End Date**” means July 1, 2027.

“**Contract**” means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to the Project in return for financial consideration.

“**Effective Date**” means the date of last signature of this Agreement.

“**Eligibility Criteria**” means the eligibility criteria as described in Schedule A.1 (Eligibility Criteria).

“**Project**” means the planning and design project submitted by the Recipient as described in Schedule A.2 (The Project).

“**Third Party**” means any person or legal entity, other than a Party, who

participates in the implementation of the Project by means of a Contract.

1.2 ENTIRE AGREEMENT

This Agreement comprises the entire agreement between the Parties in relation to the subject of the Agreement. No prior document, negotiation, provision, undertaking or agreement has legal effect, unless incorporated by reference into this Agreement. No representation or warranty express, implied, or otherwise, is made by Canada to the Recipient except as expressly set out in this Agreement.

1.3 DURATION OF AGREEMENT

This Agreement will be effective as of the Effective Date and will terminate on the Agreement End Date subject to early termination in accordance with this Agreement.

1.4 SCHEDULES

The following schedules are attached to, and form part of this Agreement:

Schedule A – Grant Details

Schedule B – Eligible and Ineligible Expenditures

Schedule C – Project Budget

Schedule D – Communications Protocol

2. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the terms and conditions whereby Canada will provide funding to the Recipient for the Project.

3. OBLIGATION OF THE PARTIES

3.1 GRANT BY CANADA

- a) Canada agrees to make a grant payment to the Recipient for the total amount of **FIFTY THOUSAND** dollars (\$ **50,000.00**) under this Agreement which will be payable in accordance with Section 5 of this Agreement.
- b) The Parties acknowledge that Canada's role in the Project is limited to making a grant payment to the Recipient for the Project and that Canada will have no involvement in the implementation of the Project. Canada is neither a decision-maker nor an administrator to the Project.

3.2 COMMITMENTS BY THE RECIPIENT

- a) The Recipient will inform Canada promptly should it no longer meet the Eligibility Criteria.
- b) The Recipient will complete the Project in accordance with Schedule A – Grant Details (The Project) and the terms and conditions of this Agreement.
- c) The Recipient will repay to Canada any and all overpayments made under and according to the terms and conditions of this Agreement.
- d) The Recipient will inform Canada immediately should it no longer be able to meet the terms and conditions of this Agreement or of any fact or event that could compromise wholly or in part the Project.

3.3 APPROPRIATIONS AND FUNDING LEVELS

Notwithstanding Canada's obligation to make any payment under this agreement, this obligation does not arise if, at the time when a payment under this agreement becomes due, the parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for making the payment. Canada may reduce or terminate any payment under this agreement in response to the reduction of appropriations or departmental funding levels in respect of transfer payments, the program under which this agreement was made or otherwise, as evidenced by any appropriation act or the federal crown's main or supplementary estimates expenditures. Canada will promptly advise the

Recipient of any reduction or termination of funding once it becomes aware of any such situation. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction or termination of funding.

4. RECIPIENT REPRESENTATIONS AND WARRANTIES

The Recipient represents and warrants to Canada that:

- a) The Recipient has the capacity and authority to enter into and execute this Agreement as duly authorized by Council Resolution, dated January 21, 2025;
- b) The Recipient has the capacity and authority to carry out the Project;
- c) The Recipient and Project meet the Eligibility Criteria;
- d) This Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms and conditions;
- e) All information submitted to Canada as set out in this Agreement is true, accurate, and was prepared in good faith to the best of its ability, skill, and judgment;
- f) Any individual, corporation or organization that the Recipient has hired, for payment, who undertakes to speak to or correspond with any employee or other person representing Canada on the Recipient's behalf, concerning any matter relating to the contribution under this Agreement or any benefit hereunder and who is required to be registered pursuant to the federal *Lobbying Act*, is registered pursuant to that Act;
- g) The Recipient has not and will not make a payment or other compensation that is contingent upon or is calculated upon the contribution hereunder or the negotiation of the whole or any part of the terms and conditions of this Agreement to any individual, or corporation or organization with which that individual is engaged in doing business with, who is registered pursuant to the federal *Lobbying Act*;
- h) There are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement. The Recipient will inform Canada immediately if any such action or proceedings are threatened or brought during the term of this Agreement;
- i) The Recipient is in good standing under the laws of the jurisdiction in which it is required to be registered;
- j) The Recipient will award and manage all Contracts in accordance with its policies and procedures and in a way that is transparent, competitive, consistent with value-for-money principles, or in a manner otherwise acceptable to Canada, and if applicable, in accordance with the Canadian Free Trade Agreement and international trade agreements.

5. GRANT PAYMENT

- a) Canada will pay the grant payment to the Recipient in one lump sum within twenty (20) business days upon:
 - i. the Parties' execution of this Agreement; and
 - ii. evidence provided by the Recipient, to Canada's satisfaction, that the Recipient meets the Eligibility Criteria.

6. REPORTING

The Recipient will be required to submit a narrative report on their activities upon the completion of their planning strategy. The contents of this report

would include:

- a) Project targeted within the strategy;
- b) Alignment of strategy goals with federal outcomes;
- c) Outreach to vulnerable populations carried out during the creation of the strategy; and
- d) Communications Activities.

7. AUDIT AND EVALUATION

7.1 RECIPIENT AUDIT

Canada may, at its discretion, conduct a Recipient audit related to this Agreement during the term of this Agreement and up to two years after the Agreement End Date, in accordance with the Canadian Auditing Standards.

7.2 AUDITOR GENERAL

The Recipient agrees that the Auditor General of Canada may, after notification to the Recipient, conduct an inquiry under the authority of Subsection 7.1(1) of the federal *Auditor General Act* in relation to the use of funds. For the purposes of any such inquiry undertaken by the Auditor General of Canada, the Recipient will provide, upon request and in a timely manner, to the Auditor General of Canada or its designated representative:

- e) all records held by the Recipient, its agents, or Third Parties relating to this Agreement and the use of the funds, to the extent possible; and
- f) any further information and explanations as the Auditor General of Canada or its designated representative may request related to this Agreement or the use of the funds.

7.3 EVALUATION

The Recipient agrees to cooperate with Canada in the conduct of any evaluation of the Program during or after the term of this Agreement.

7.4 CORRECTIVE ACTION

The Recipient agrees to ensure that prompt and timely corrective action is taken in response of any audit findings and recommendations conducted in accordance with this Agreement.

7.5 RECORD KEEPING

The Recipient will keep proper and accurate financial accounts and records, including but not limited to its Contracts, invoices, statements, receipts, and vouchers, in respect of the Project, for at least six (6) years after the Agreement End Date.

7.6 ACCESS

The Recipient will provide Canada, the Auditor General of Canada, and their designated representatives with reasonable and timely access to the Project sites, facilities, and any documentation for the purposes of audit, evaluation, inspection and monitoring compliance with this Agreement.

8. COMMUNICATIONS

8.1 COMMUNICATIONS PROTOCOL

The Parties will comply with Schedule D (Communications Protocol).

8.2 PUBLIC INFORMATION

The Recipient acknowledges that the following may be made publicly available by Canada:

- a) its name, the amount awarded by Canada, and the general nature of the

Project; and

- b) any evaluation or audit report and other reviews related to this Agreement.

8.3 OFFICIAL LANGUAGES

The Recipient agrees that:

- a) all bilingual requirements for joint funding announcements, and any communications activity led by Canada, will be managed Housing, Infrastructure and Communities Canada.
- b) Provide its services, when appropriate, in such a manner as to accommodate the specific needs of both official language communities.

9. INTELLECTUAL PROPERTY

- a) All intellectual property that arises in the course of the Project will vest in the Recipient.
- b) The Recipient will obtain the necessary authorizations, as needed, for the implementation of the Project, from third parties who may own the intellectual property rights or other rights in respect of the Project. Canada will assume no liability in respect of claims from any third party in relation to such rights and to the Agreement.

10. DISPUTE RESOLUTION

In the event of a dispute arising under the terms of this Agreement, the Parties agree to make a good faith attempt to settle the dispute. In the event that the Parties are unable to resolve the dispute through negotiation, they agree to give good faith consideration to resorting to other alternate dispute resolution processes to resolve the dispute. However, the Parties agree that nothing contained in this Section will affect, alter or modify the rights of Canada under this Agreement to terminate the Agreement.

11. DEFAULT

11.1 EVENTS OF DEFAULT

The following events constitute Events of Default under this Agreement:

- a) the Recipient has not complied with one or more of the terms and conditions of this Agreement;
- b) the Recipient no longer meets the Eligibility Criteria;
- c) the Recipient has submitted false or misleading information to Canada or made a false or misleading representation in respect of the Project, except for an error in good faith, demonstration of which is incumbent on the Recipient, to Canada's satisfaction;

11.2 DECLARATION OF DEFAULT

- a) the Canada may declare a default if:
 - i. Canada's opinion, one or more of the Events of Default occurs;
 - ii. Canada gave notice to the Recipient of the event which constitutes an Event of Default; and
 - iii. The Recipient has failed, within thirty (30) business days of receipt of the notice from Canada, either to remedy the Event of Default or to notify Canada and demonstrate, to the satisfaction of Canada, that it has taken such steps as are necessary to remedy the Event of Default.

11.3 REMEDIES ON DEFAULT

In the event of default under this Agreement, Canada may exercise one or more of the following remedies, without limiting any remedy available to it at law:

- a) suspend any obligation by Canada to make a grant payment to the Project,

- including any obligation to pay an amount owing prior to the date of such suspension;
- b) terminate any obligation of Canada to make a grant payment to the Project, including any obligation to pay any amount owing prior to the date of such termination;
- c) require the Recipient to reimburse Canada all or part of the grant paid by Canada to the Recipient;
- d) terminate the Agreement.

12. LIMITATION OF LIABILITY AND INDEMNIFICATION

12.1 DEFINITION OF PERSON

In this Section, "Person" includes, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees or agents.

12.2 LIMITATION OF LIABILITY

In no event will Canada, its officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- a) any injury to any Person, including, but not limited to, death, economic loss or infringement of rights;
- b) any damage to or loss or destruction of property of any Person; or
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Agreement or the Project.

12.3 INDEMNIFICATION

The Recipient will at all times indemnify and save harmless Canada, its officers, servants, employees or agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings, whether in contract, tort (including negligence) or otherwise, by whomsoever brought or prosecuted in any manner based upon or occasioned by:

- a) any injury to any Person, including, but not limited to, death, economic loss or any infringement of rights;
- b) any damage to or loss or destruction of property of any Person; or
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Agreement or Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings are caused by the negligence or breach of the Agreement by an officer, servant, employee or agent of Canada in the performance of his or her duties.

13. GENERAL

13.1 SURVIVAL

The Parties' rights and obligations, which by their nature extend beyond the termination of this Agreement, will survive any termination of this Agreement.

13.2 DEBTS DUE TO THE FEDERAL CROWN

Any amount owed to Canada under this Agreement by the Recipient will constitute a debt due to the federal Crown, which the Recipient will reimburse to Canada forthwith on demand.

13.3 INTEREST ON DEBTS DUE TO THE FEDERAL CROWN

Debts due to the federal Crown by the Recipient will accrue interest in accordance with the federal Interest and Administrative Charges Regulations.

13.4 SET-OFF BY CANADA

Any debt due to the federal Crown by the Recipient may be set-off against any amounts payable by Canada to the Recipient under this Agreement.

13.5 MEMBERS OF THE HOUSE OF COMMONS AND SENATE

No member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement, or to any benefit arising from it that is not otherwise available to the public. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

13.6 CONFLICT OF INTEREST

No current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

13.7 NO AGENCY, PARTNERSHIP, JOINT VENTURE, ETC.

- a) No provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient or between Canada and a Third Party.
- b) The Recipient will not represent itself, including in any agreement with a Third Party, as a partner, employee or agent of Canada.

13.8 NO AUTHORITY TO REPRESENT

Nothing in this Agreement is to be construed as authorizing any person, including a Third Party, to contract for or to incur any obligation on behalf of Canada or to act as an agent for Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and any Third Party contains a provision to that effect.

13.9 ASSIGNMENT

The Recipient will not transfer or assign its rights or obligations under this Agreement without the prior written consent of Canada. Any attempt by the Recipient to assign any of the rights, duties or obligations of this Agreement without Canada's express written consent is void.

13.10 COUNTERPART SIGNATURE

This Agreement may be signed in counterpart, including by electronic signature or PDF, and the signed copies will, when attached, constitute an original agreement.

13.11 SEVERABILITY

If for any reason a provision of this Agreement that is not a fundamental term of this Agreement between the Parties is found to be or becomes invalid or unenforceable, in whole or in part, and if both Parties agree, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

13.12 AMENDMENTS

This Agreement, including its schedules, can only be amended in writing by the Parties.

13.13 WAIVER

A Party may waive any of its rights under this Agreement only in writing. Any tolerance or indulgence demonstrated by the Party will not constitute a waiver.

13.14 NOTICE

- a) Any notice, information or required documentation provided for under this Agreement must be delivered in person or sent by mail, email, or messenger to the identified representatives of the Parties at the following coordinates, unless otherwise specified by Canada:

Canada:

Rural Transit Solutions Fund
Housing, Infrastructure and Communities Canada
180 Kent Street Ottawa Ontario
rtsf-agreements-fstcr-ententes@infcc.gc.ca

Recipient:

Manager of Transportation Services
325 Farr Drive, P.O. Box 2050, Haileybury, POJ1K0
mmccrank@temiskamingshores.ca

- b) Such notice will be deemed to have been received:
- i. in person, when delivered;
 - ii. if sent by mail or email, when receipt is acknowledged by the other Party;
 - iii. if sent by messenger or registered mail, when the receiving Party has signed the acknowledgment of reception.

If a Party changes its representative or the coordinates for that representative, it will advise the other Party as soon as possible.

13.15 COMPLIANCE WITH LAWS

The Recipient will comply with all applicable laws and regulations and all requirements of regulatory bodies having jurisdiction over the subject matter of the Project.

13.16 GOVERNING LAW

This Agreement is governed by, and is to be interpreted in accordance with, the applicable federal laws and the laws in force in the Province of Ontario. The parties attorn to the jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals from the courts of the Province of Ontario.

13.17 SUCCESSORS AND ASSIGNS

This Agreement is binding upon the Parties and their respective successors and assigns.

14. SIGNATURES

This Agreement has been executed on behalf of His Majesty the King in right of Canada by the Minister of Housing, Infrastructure and Communities and on behalf of The Corporation of the City of Temiskaming Shores by the Mayor and the Clerk.

HIS MAJESTY THE KING IN RIGHT OF CANADA

Matz, Mark	Digitally signed by Matz, Mark Date: 2025.03.21 10:32:33 -04'00'
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Per: Mark Matz
Director General
Public Transit
Housing, Infrastructure and Communities
Canada

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES


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per: Jeff Laferriere
Mayor

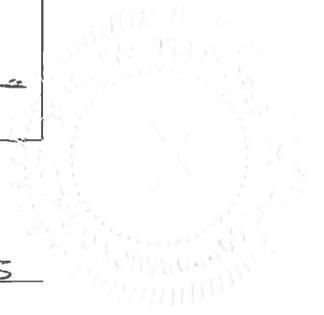


Date

March 21, 2025
Date


--

Per: Logan Belanger
Clerk



March 21, 2025
Date

SCHEDULE A – GRANT DETAILS

SCHEDULE A.1: ELIGIBILITY CRITERIA

Additional information relating to eligibility for planning and design grants are found below.

Municipal, local and regional governments such as service districts; and Indigenous organizations can apply for planning and design grants. Not-for-profit organizations are eligible to apply for planning and design grants, if they have documented support from a municipal, local or regional government or Indigenous organization. The complete list of eligible applicants is:

- 1) Municipalities, local and regional governments established under provincial or territorial statute, including service districts.
- 2) Public sector bodies that are established by or under provincial or territorial statute, or by regulation, or are wholly-owned by a province, territory, municipal or regional government, including but not limited to:
 - a) Municipally-owned corporations;
 - b) Provincial or territorial organizations that deliver municipal services; and
 - c) Any other form of local governance that exists outside of the municipality description.
- 3) Indigenous governing bodies, including but not limited to:
 - a) A band council within the meaning of Section 2 of the *Indian Act*;
 - b) A First Nation, Inuit or Métis government or authority established pursuant to a Self-Government Agreement or a Comprehensive Land Claim Agreement between His Majesty the King in right of Canada and an Indigenous people of Canada, that has been approved, given effect and declared valid by federal legislation; and
 - c) A First Nation, Inuit or Métis government that is established by or under legislation whether federal or provincial that incorporates a governance structure.
- 4) Federally or Provincially incorporated not-for-profit organizations whose mandate is to improve Indigenous outcomes, organizations serving Indigenous communities living in urban centers and First Nations living off-reserve.
- 5) Indigenous development corporations.
- 6) Federally or Provincially incorporated not-for-profit organizations (when an application is submitted on behalf of any primary eligible recipients listed as 1-5 above).

Please note that individuals; private citizens; and federal entities, including federal Crown corporations are ineligible.

CRITERIA:

Planning and Design projects are intended to assess and/or develop a rural transit solution that is appropriate for the local community.

- a) Eligible planning projects can include assessing routes and modes of travel, feasibility studies, public and stakeholder;
- a) Travel, feasibility studies, public and stakeholder engagement and surveys;
- b) Planning and Design projects to support transit solutions to connect nearby communities in a region are eligible for funding, if they support day-to-day activities (e.g., get to work, school, appointments, run errands or visit friends); and
- c) Proposed solutions that rely on air travel as a means of serving the community are ineligible under the appropriate for the local community.

SCHEDULE A.2: THE PROJECT

The City of Temiskaming Shores, on behalf of the Temiskaming Transit Agency and the Town of Cobalt, endeavor to procure funding for the introspective study of improving our current Transit System as well as the feasibility study of connecting South Temiskaming communities to the larger center, Temiskaming Shores.

Our current system, Temiskaming Transit, is a 2-hour loop service connecting Cobalt and Temiskaming Shores, which includes: North Cobalt, Haileybury, New Liskeard and Dymond. The loop is very widespread as our community is large, surpassing over 70 kilometers per loop. The service runs for approximately 25 hours per day, switching to 1-hour service in the morning and afternoon during Peak Demand times.

The goal is to find a solution to improve the service during non-peak demand times and how we can incorporate smaller municipalities nearby.

For example, between 10 am and 3 pm, the existing service operates with only 1 bus. If it was feasible, the idea is to incorporate a smaller shuttle bus, allowing the service to expand to smaller communities, picking riders up during the morning and bringing them to Temiskaming Shores. Once delivered in the City, that bus would be able to continue picking riders up in the Temiskaming Transit Region during non peak times, as an "On-Demand" service. Then in the afternoon the smaller shuttle bus would gather those morning riders from the smaller communities and bring them back. We could replicate this "shuttle" service once per day going to a new community every day of the week. There are a number of communities within a 30-minute radius of Temiskaming Shores.

The Timiskaming Community Safety and Wellbeing Steering Committee has made it their priority to advocate for transportation solutions from smaller communities to larger centers in our area. A letter of support from this group is attached.

The timeline for the project is as follows:

Project start date:	February 1, 2025
Project end date:	February 1, 2027

SCHEDULE B: ELIGIBLE AND INELIGIBLE EXPENDITURES

Eligible expenditures are those considered to be direct and necessary for the successful implementation of an eligible project under the overarching Canada Public Transit Fund and the Rural Transit Solutions Fund and are incurred by an Eligible recipient, excluding those explicitly identified in the Ineligible Costs section below.

While a recipient under this Agreement is not required to submit claims they should be mindful of what is considered as eligible and ineligible as part of the funding provided by this Grant.

The Program Analyst assigned to manage your agreement will provide additional support on interpreting the eligible and ineligible expenditures.

B.1 Eligible Expenditures:

- Expenditures directly associated with joint federal communication activities and with federal project signage;
- Costs/expenditures incurred for consultation or engagement with Indigenous groups on the project. These costs are retroactively eligible dating back to one year prior to the submission of the application for funding. These costs can include legal fees of the Indigenous groups, as part of overall consultation capacity funding, if they are incurred by an Indigenous group who is not a recipient or an Ultimate recipient of the given project, are reasonable, as determined by Canada, support consultation efforts, activities or tools and are not used to fund litigation against the Crown;
- Expenditures incurred for accommodation of adverse impacts on Aboriginal and Treaty rights;
- The incremental costs of the eligible recipients' employees could be included if approved in advance by Canada as an eligible expenditure provided that the use of employees or equipment pertains solely to the implementation of the project, and:
 - There is a lack of private sector capacity to undertake the work; or
 - The work involves proprietary or specialized infrastructure or equipment that requires specific knowledge or skill of the recipient's employees; or
 - A collective agreement requires the recipient to use their own unionized employees for certain project work;
- Costs associated with project monitors or independent certifiers.

B.2 Ineligible expenditures

- Expenditures incurred before project funding approval and any and all expenditures related to agreements signed prior to project funding approval, except those specified under Section B.1 or of this Schedule.
- Expenditures related to purchasing land, buildings and associated real estate and other fees;
- Expenditures related to cost overruns or incurred for cancelled projects;
- Furnishings and non-fixed assets;
- General repairs and maintenance of a project and related structures;
- Services on works normally provided by an eligible recipient, incurred in the course of implementation of the project, except those specified as eligible expenditures;
- Taxes for which the eligible recipient is eligible for a tax rebate and all other costs eligible for rebates;
- On-going operations, maintenance and/or electricity and fuel costs;
- Legal fees;
- Financing, interest, and taxes;

- Leasing land, buildings, equipment and other facilities;
- Provincial sales tax and Goods and Services tax/HST, for which the Recipient is eligible for a rebate, and any other costs eligible for rebates;
- Expenditures related to any good and services which are received through donation or in-kind contribution;
- Employee costs, with the exception of incremental costs which pertain solely to the implementation of the project under Section B.1 f this Schedule; and
- Maintenance expenditures incurred as part of regular operations.

SCHEDULE C : PROJECT BUDGET

Project Budget	Amount
Estimated Total Project Cost	\$ 50,000.00
Estimated Total Eligible Cost	\$ 50,000.00

Total HICC Contribution	Grant Payment	Total
	2024-2025	
RTSF – Planning and Design Stream	\$ 50,000.00	\$ 50,000.00

Other Sources of Funding

Recipient's share of total cost	\$0.00
Funding from additional sources	\$0.00
Total Other Sources of Funding	\$0.00

SCHEDULE D: COMMUNICATIONS PROTOCOL

INFORMING CANADIANS OF THE GOVERNMENT OF CANADA'S FUNDING

PURPOSE

This section outlines the roles and responsibilities of each of the Parties to this Agreement with respect to Communications Activities related to this Agreement and the Projects funded through it.

This section will guide the planning, development and implementation of all Communications Activities to ensure clear, consistent and coordinated communications to the Canadian public.

The provisions of this section apply to all Communications Activities related to this Agreement and any Projects funded under this Agreement.

GUIDING PRINCIPLES

Communications Activities undertaken in accordance with this section should ensure that Canadians are informed of infrastructure investments made to help improve their quality of life and that they receive consistent information about funded Projects and their benefits.

GOVERNANCE

The Parties will designate communications contacts that will be responsible for overseeing communication activities.

JOINT COMMUNICATIONS

Canada, the Recipient will have Joint Communications about the funding of the Project(s).

Joint Communications under this Agreement should not occur without the prior knowledge and agreement of all Parties, where applicable.

All Joint Communications material will be approved by Canada and the Recipient prior to release, and will recognize the funding of all parties.

Each of the Parties may request Joint Communications to communicate to Canadians about the progress or completion of the Project(s). The requestor will provide at least fifteen (15) business days' notice to the other Party. If the Communications Activity is an event, it will take place at a mutually agreed date and location.

The requestor of the Joint Communications will provide an equal opportunity for the other Parties to participate and choose their own designated representative (in the case of an event).

The Recipient will be responsible for providing onsite communications and logistics support

Canada has an obligation to communicate in English and French.

Joint communications products must be bilingual and include the Canada word mark and Recipient's logos. Canada will provide the translation services and final approval on products.

The conduct of all Joint Communications will follow the Table of Precedence for Canada.

INDIVIDUAL COMMUNICATIONS

Notwithstanding Section 8 (Communications), Canada and the Recipient retain the right to meet their obligations to communicate information to Canadians about the Agreement and the use of funds through their own Communications Activities.

Canada will post a copy of this agreement on its website, in addition to information on any of the Recipients funded through it.

Canada, and the Recipient may each include general Program messaging and examples of Projects funded through the Agreement in their own Communications Activities. The authoring Party will not unreasonably restrict the use of such products or messaging by the other Parties; and if web or social-media based, from linking to it.

Canada and the Recipient may issue digital communications to communicate progress of the Project(s).

Where a Party establishes a web site or web page is created to promote or communicate progress on a funded Project or Projects, that Party must ensure that the site or page recognizes federal funding through the use of a digital sign or through the use of the Canada wordmark and the following wording, "This project is funded in part by the Government of Canada."

The Canada wordmark or digital sign must link to [Housing, Infrastructure and Communities Canada's website](#). Canada will provide and publish guidelines for how this recognition is to appear.

OPERATIONAL COMMUNICATIONS

The Recipient is solely responsible for operational communications with respect to Projects, including but not limited to: calls for tender, or construction and public safety notices. Operational communications as described above are not subject to the federal official language policy.

Canada does not need to be informed on operational communications. However, such products should include, where appropriate, the following statement, "This project is funded in part by the Government of Canada."

MEDIA RELATIONS

Canada and the Recipient will share information promptly with the other Party should significant media inquiries be received or emerging media or stakeholder issues arise to a Project or the overall fund.

SIGNAGE

Canada and the Recipient may request a sign recognizing their funding contribution to a Project where a physical sign is to be installed, unless otherwise agreed upon by Canada, it will be the Recipient who will produce and install, a joint physical sign that recognizes funding of Canada at each Project site in accordance with current federal signage guidelines.

- i. The sign design, content, and installation guidelines will be provided by Canada.
- ii. Digital signage may also be used in addition or in place of a physical sign in cases where a physical would not be appropriate due to project type, scope, location or duration.
- iii. Where the Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the federal contribution and be approved by Canada.
- iv. Signage should be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility

ADVERTISING CAMPAIGNS

Recognizing that advertising can be an effective means of communicating with the public, Canada and/or the Recipient may, at their own cost, organize an advertising or public information campaign related to this Agreement or eligible Projects. However, such a campaign will respect the provisions of this Agreement and the [Government of Canada requirements for advertising](#). In the event of such a campaign, the sponsoring Party or Recipient will inform the other Parties or Recipient of its intention no less than twenty-one (21) working days prior to the campaign launch.

The Corporation of the City of Temiskaming Shores

By-law No. 2025-039

Being a by-law to amend By-law No. 2025-025 to enter into an agreement with WSP Canada Inc. for the creation of a Green Municipal Fleet Study for the City of Temiskaming Shores

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

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

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

Whereas Council considered Administrative Report No. RS-005-2025 at the March 4, 2025 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into an agreement with WSP Canada Inc. for the provision of a Green Municipal Fleet Study, in the amount of \$59,718, plus applicable taxes, and the associated by-law (No. 2025-025) was adopted at the March 18, 2025 Regular Council meeting; and

Whereas Council considered Memo No. 012-2025-RS at the April 15, 2025 Regular Council meeting, and directed staff to prepare the necessary amendment to By-law No. 2025-025 to replace "Schedule A" with the revised agreement with WSP, for consideration at the April 15, 2025 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. 2025-025, 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 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 15th day of April, 2025.

Mayor

Clerk



Schedule “A” to

By-law 2025-039

Agreement between

The Corporation of the City of Temiskaming Shores

and

WSP Canada Inc.

for the provision of a Green Municipal Fleet Study



CONSULTANT AGREEMENT

Entered into in City of Temiskaming Shores, Province of Ontario, on the effective date of March-28-2025 (the “**Agreement**”).

AMONG: **The Corporation of the City of Temiskaming Shores** a duly incorporated corporation, having its head office at 325 Farr Drive Haileybury, ONP0J 1K0, represented by Logan Belanger, who declares being duly authorized to act herein

(herein referred to as the “**Client**”)

AND:

WSP Canada Inc., a duly incorporated corporation, having its head office at 1600 Rene-Levesque Blvd. West 11th Floor, Montreal, QC H3H 1P9, represented by Micha Gutmanis who declares being duly authorized to act herein.

(herein referred to as the “**Consultant**”)

(The Client and the Consultant referred to individually as a “**Party**” or collectively as the “**Parties**”)

THE PARTIES MAKE THE FOLLOWING PRELIMINARY STATEMENTS:

- A. The Client wishes to develop a green municipal fleet study at the City of Temiskaming Shores, Canada (the “Project”).**
- B. The Client desires to retain the Consultant to provide to the Client the professional services described in Schedule B (the “Services”).**
- C. The Consultant is a corporation specializing in the field of Engineering Consulting and agrees to providing the Services to the Client.**

In consideration of the mutual promises contained herein and other good and sufficient consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 **Definitions.** In this Agreement, unless the context indicates a different meaning:

- (a) “**Affiliate**” shall have the meaning given to that term in the *Canada Business Corporations Act* or any replacement or supplemental Law in effect from time to time, which meaning shall, mutatis mutandis, apply to partnerships, general partnerships and limited partnerships;
- (b) “**Change**” means any alterations, amendment, additions, reductions or other changes in the Services initially provided for in the Agreement, either by a Change Order or a Change Directive;

- (c) **“Change Directive”** means a written instruction signed by the Client directing the Consultant to proceed with a Change in the Services, prior to the Parties agreeing on an adjustment in the Agreement Price and/or the Time Schedule (if such adjustment is necessary);
- (d) **“Change Order”** means a written amendment to this Agreement signed by both Parties agreeing on a Change in the Services, an adjustment in the Contract Price and/or the Time Schedule;
- (e) **“Contract Price”** means the amount payable to the Consultant set forth in Schedule A. The amount payable shall be fixed and firm, unless otherwise provided in Schedule A. The Contract Price may only be modified in accordance with Section 8 (Changes);
- (f) **“Deliverables”** means all those things that have been or are to be conceived, developed and delivered to the Client in the course of the execution of this Agreement or otherwise in connection with the Project or the Services, including without limitation, all drawings, plans, models, designs, specifications, reports, photographs, computer software, surveys, calculations and other data, including computer print outs, in any material form and support whatsoever, prepared, procured or provided by or on behalf of the Consultant;
- (g) **“Force Majeure”** means an event beyond the control of the Parties, which materially prevents a Party from complying with any of its obligations under this Agreement, and could not reasonably have been foreseen or provided against, including but not limited to an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods), war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo, rebellion, revolution, insurrection, or military or usurped power, or civil war, contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly, riot, commotion, or disorder or acts or threats of terrorism, but does not include general economic or other conditions affecting financial markets generally;
- (h) **“Law”** or **“Laws”** means collectively all valid applicable common law, federal, provincial and municipal and other local laws, orders, rules, regulations and decisions of regulatory bodies, including, occupational health and safety, fire, employment insurance, workers’ compensation, environmental protection legislation, building codes, anti-bribery law or international convention, as may apply now or in the future and any other governmental requirements, work practices and procedures prescribed by law and related to the Project or the Services;
- (i) **“Place of the Work”** means the designated site or location of where the Services are performed;
- (j) **“Reimbursable Expenses”** means those expenses that are identified in Schedule A of this Agreement and which are payable by the Client to the Consultant;
- (k) **“Services Commencement Date”** means the date as set out in Schedule C; and
- (l) **“Time Schedule”** means the time schedule for performing the Services and delivering the Deliverables, as set out in Schedule C.

1.2 **Schedules.** The Schedules referenced in this Agreement shall be deemed to form an integral part hereof.

2 INTERPRETATION

2.1 **Interpretation.** The interpretation of this Agreement shall be governed by the following rules:

- (a) Headings contained in this Agreement are for convenience and reference only and are not to be considered in the interpretation of, or affect the meaning of any of its provisions;
- (b) Words importing the singular only also include the plural and vice versa where the context requires; and
- (c) All dollar figures shall mean Canadian Dollars, unless otherwise specifically referenced.

2.2 **Precedence.** If there is a conflict or inconsistency among or between the documents comprising this Agreement, the order of priority of the documents which make up this Agreement, from the highest to the lowest, shall be:

- (a) This Agreement;
- (b) The Schedules to this Agreement; and
- (c) If any, the other attachments to this Agreement.

3 CONSULTANT OBLIGATIONS

3.1 **Execution of Services.** The Consultant shall provide the Services in accordance with this Agreement.

3.2 **Schedule and Completion.** The Consultant shall perform the Services and submit the Deliverables as set out in Schedule C.

Should the Consultant determine that the Time Schedule will not be met for any reason, the Consultant shall so notify the Client without delay and the Parties shall forthwith discuss in good faith to find a mutually acceptable solution.

3.3 **Standard of Care.** Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care, skill and diligence normally provided by members of the same profession performing the same or comparable services in respect of projects of a similar nature in similar circumstances.

3.4 **Deliverables.** The Consultant shall prepare, issue and submit for review to the Client, all Deliverables within the Time Schedule. If and when applicable, Deliverables shall be stamped by a licensed professional engineer duly authorized and licensed to work in the jurisdiction of the Project. Unless otherwise agreed to by the Parties, all Deliverables and other documents produced hereunder shall be in English.

3.5 **Laws and Regulations.** The Consultant shall comply in all respects with the provisions of all Laws applicable to the Services.

3.6 **Representation.** The Consultant represents that the Services provided in connection with the Project shall be in conformity with the requirements of this Agreement. If at any time during the performance of the Services or thereafter the Client notifies the Consultant of any non-conforming Services, the Consultant, at its own costs, shall promptly correct such Services. The Client and the Consultant shall agree upon a schedule for the Consultant's re-performance of its Services, which shall allow the Consultant to complete the corrective services within a reasonable period of time.

3.7 **Occupational Health and Safety.** The Consultant shall take all necessary precautions for the health and safety of its employees, consultants, agents and other persons under the Consultant's responsibility or control. The Consultant shall comply with all applicable occupational health and safety legislation as well as with all safety precautions and programs of the Client. The Consultant shall coordinate its actions with those of the Client and others, as applicable, but the Consultant

shall remain responsible for independently evaluating the risks specifically related to the Services and take such additional safeguards as appropriate. The Client retains the right to review the Consultant's health and safety plan in order to monitor the Consultant's compliance.

4 CLIENT OBLIGATIONS

- 4.1 **Duty to Answer.** The Client shall forthwith consider any requests made by the Consultant in connection with this Agreement, including, without limitation, as it relates to information, directions or decisions and answer to such request within a reasonable period of time so as to avoid delaying the performance of the Services.
- 4.2 **Duty of Information.** The Client shall make available to the Consultant any and all information and data relating to the Project that is required by the Consultant in connection with the performance of the Services.
- 4.3 **Permits and Other Authorizations.** The Client shall obtain and pay for all permits, licences, authorizations and approvals required by federal, provincial, municipal or other authority and satisfy any other conditions necessary or desirable for the execution of the Services.
- 4.4 **Exclusive Use by Client.** Reports, opinions, findings, recommendations, including expert testimony, or other documents prepared under this Agreement are prepared for the exclusive use of the Client identified as the intended recipient. The Consultant accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions taken based on these documents. The Consultant is not responsible for the use of, or reliance on, these documents by any other party without the written consent of the Consultant.

In the event that the Client wishes to provide a third party with a document prepared under this Agreement, the Consultant may, at its sole discretion, provide a reliance letter on its own terms.

5 PAYMENT

- 5.1 **Invoicing & Payment.** The Consultant shall submit its invoice to the Client, on a monthly basis for Services performed during the immediate preceding month, together with such information and supporting documentation.
- The Client shall pay the full amount invoiced to the Consultant within thirty (30) days of receipt thereof. The acceptance by the Consultant of the final payment under this Agreement shall not operate as a release to the Client for all claims and liability to the Consultant, its representatives, subcontractors, suppliers, and assigns for any additional compensation or payment relating to any and all things done or furnished relating to the Services rendered by the Consultant.
- 5.2 **Disputed Invoice.** The Client shall notify the Consultant in writing if any portion of an invoice is disputed within ten (10) days following the receipt of the invoice. The failure to notify the Consultant of the existence of disputed amounts within the aforementioned time period shall be deemed an acceptance of the amounts shown in said invoice.
- 5.3 **Taxes.** The Client is fully responsible for the payment of any and all sales, use, transfer or similar taxes in connection with the Services including, for more certainty, the federal goods and services tax, the harmonized sales tax and the Quebec sales tax, as the case may be.
- 5.4 **Interest.** Any amounts outstanding thirty (30) days from the date of an invoice shall bear interest at a rate of one percent (1 %) per month, compounded annually or twelve percent (12 %) per annum.
- 5.5 **Disbursements and Administrative Charge.** Disbursements will be billed at cost plus the percentage amount set out in Schedule A. Also, when provided in Schedule A and/or in the proposal associated with this Agreement, an administrative charge will be added to the Contract Price.

- 5.6 **Suspension of Services.** If any invoice submitted by the Consultant remains unpaid by the Client for forty-five (45) days or more from the date the invoice was submitted, then the Consultant may give seven (7) days' written notice to the Client that the Consultant will suspend Services. The Client shall not have any claim whatsoever against the Consultant for any loss, cost, damage, or expense incurred or anticipated to be incurred by the Client as a result of the suspended Services.

6 OWNERSHIP OF DELIVERABLES AND INTELLECTUAL PROPERTY RIGHTS

- 6.1 **Intellectual Property Rights.** All intellectual property, including any Deliverables, data, information, reports, drawings, calculations, renderings, plans, specifications, memoranda or other documents, test data, financial information, calibration records, survey results, photographs, renderings, sketches, models, written works of authorship, regardless of format and all other items used or developed as a part of the Services (the "Data"), including under copyright, patent or industrial design laws (collectively, the "Intellectual Property"), remain with the Consultant whether or not such Intellectual Property was developed or used in the context of the Project.
- 6.2 **Client's Rights Regarding Data.** To the extent any part of the Data was delivered to the Client pursuant to the terms of this Agreement, the Client has the right to keep a copy of such Data and Deliverables, it being understood that the foregoing shall not be construed as the Consultant granting any right of ownership on to such Data and Deliverables in favour of the Client.

7 FORCE MAJEURE

- 7.1 **Delays Caused by Force Majeure.** A Party shall not be liable for any failure of or delay in the performance of this Agreement by reason of an event of Force Majeure. Where there is an event of Force Majeure, the Party prevented from or delayed in performing its obligations under this Agreement must immediately notify the other Party giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing that Party from, or delaying that Party in performing its obligations under this Agreement and that Party must take all reasonable precautions, due care and reasonable alternative measures to mitigate the effect of the event of Force Majeure upon its performance of the Services.
- 7.2 **Resumption of Obligations.** Upon completion of the event of Force Majeure the Party affected must as soon as reasonably practicable recommence the performance of its obligations under this Agreement. The Consultant must provide a revised programme rescheduling the works to minimise the effects of the prevention or delay caused by the event of Force Majeure.
- 7.3 **Continuing Obligations.** An event of Force Majeure does not relieve a Party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.
- 7.4 **Additional Time.** In the event that a Party is unable to perform its obligations due to an event of Force Majeure, the affected Party shall benefit from an additional period equal to the time during which such Party was unable to perform such obligations as a result of Force Majeure.

8 CHANGES

- 8.1 **Change Order.** Upon the Client's request for a Change, the Consultant shall promptly provide the Client with a written Change Order proposal respecting all aspects of the Change, including the scope of the Change, the amount of the adjustment in the Contract Price and progress payments, if any and the effect on the Time Schedule, if any. If the Parties agree on all aspects of the Change for which a Change Order proposal is made, they shall execute a written Change.

The Change Order is effective when agreed to and signed by the Parties. The Consultant shall carry out such Change Order as well as its obligations under the Agreement and continues to be bound by all the provisions of the Agreement.

The Consultant shall only be entitled to additional compensation and, to the extent provided in a Change Order, extension of time for Services forming part of a Change.

- 8.2 **Change Directive.** If the Client requires the Consultant to proceed with a Change before the Consultant agrees to a Change Order, or if the Parties are unable to agree on a Change Order proposal, the Client may issue a Change Directive. Upon receipt of a Change Directive, the Consultant shall promptly carry out the Change specified in the Change Directive.

If the Consultant believes that a Change Directive will increase or decrease the Contract Price or affect the Time Schedule or the performance of a warranty, covenant or obligation, the Consultant shall, within five (5) days of receipt such Change Directive or before carrying out the Change, whichever is earlier, give written notice of its concerns and anticipated impacts to the Client.

- 8.3 **Change Required by the Consultant.** The Consultant shall not make any Change to the Services unless having obtained prior approval from the Client.

For a Change that results from circumstances that were totally unforeseeable at the time of the signature of the Agreement, the Consultant may submit to the Client a request for an adjustment in the Contract Price, Time Schedule or any other condition of the Agreement. Any such request shall (i) be made in writing within fifteen (15) days after the occurrence of the event giving rise to the request for adjustments, and (ii) contain explanation regarding the basis for the adjustment requested and include realistic estimates, an explanation of the methods of calculation and information on the relevant costs and quantities of materials or additional labour.

The Client shall consent in writing to any written request for adjustments submitted by the Consultant by issuing a Change Order. Regardless of the Client's position regarding a request for adjustments, the Consultant must continue to meet its obligations for the duration of the Agreement. For clarity, in the absence of the Client's written consent, the Consultant's request for adjustments in the Contract Price shall be deemed to have been accepted.

- 8.4 **Change without the Client consent.** The Consultant shall not make any Change, regardless of the reason, without first receiving a duly executed Change Order or Change Directive from the Client, failing which the Consultant shall assume the entire risks, costs and expenses related to the Changes.

- 8.5 **Incorporation into the Agreement.** The Changes are incorporated into the Agreement once a Change Order or Change Directive is made in writing and duly signed by the Parties in the case of a Change Order, and in the case of a Change Directive, once signed by the Client and delivered to the Consultant.

9 CONSULTANT EVENTS OF DEFAULT

- 9.1 **Consultant Default.** The Consultant shall be in default of its obligations pursuant to this Agreement upon the occurrence of any one or more events of default set forth below (each, a "**Consultant Event of Default**"):

- (a) The Consultant fails to commence the Services on the Services Commencement Date or suspends the progress of the Services or fails to perform the Services or any part thereof within the scheduled dates set out in Schedule C, except where the Consultant as the right to suspend the Services pursuant to this Agreement;
- (b) The Consultant defaults of any of its obligation under the Agreement and fails to remedy such default to the satisfaction of the Client, acting reasonably, within the time period stated in a written notice from the Client specifying the default, which period shall be reasonable;
- (c) The Consultant proceeds to wind up all or most of all its assets outside the normal course of its business, permanently ceases all or substantially all of its activities, becomes bankrupt or insolvent, or makes an assignment for the benefit of its creditors in general, or

is unable to pay its debts as they become due, or if a receiver, liquidator, official or interim receiver is appointed with respect to its property or part of its property, or commits an act of bankruptcy; or

- (d) The Consultant fails to correct the Services rejected by the Client within the time period stated in a written notice to this effect, which period shall be reasonable.

10 SUSPENSION OR TERMINATION

10.1 **Termination for Default of Consultant.** Upon the occurrence of any Consultant Event of Default, the Client shall notify the Consultant that the default must be corrected. If the Consultant fails to correct the default within thirty (30) calendar days after receipt of such notice or, where the default is not susceptible of being corrected within such time, if the Consultant fails to provide a corrective measures plan acceptable to the Client within thirty (30) calendar days, the Client may terminate this Agreement by written notice to the Consultant. Upon such termination, the Client may, without prejudice to all its other remedies, take possession of the Services, including, whether completed or in progress, all Deliverables in order to have the Services completed by a third party.

10.2 **Termination for Default of Client.** Should the Client be in default of its obligations pursuant to this Agreement, the Consultant shall notify the Client that the default must be corrected. If the Client fails to correct the default within fifteen (15) calendar days after receipt of such notice or, where the default is not susceptible of being corrected within such time, the Client fails to provide a corrective measures plan acceptable to the Consultant within fifteen (15) calendar days, the Consultant may terminate this Agreement by written notice to the Client. Upon such termination, the Client shall pay to the Consultant the portion of the Contract Price due to the Consultant for Services effectively completed up to the date of termination and all Reimbursable Expenses (which shall, for more certainty, include all fees payable by the Consultant to third parties in connection with the early termination of their contractual arrangements with the Consultant) incurred by the Consultant up to the said date. For more certainty, the payment by the Client of the sums provided in this Subsection 10.2 shall not operate as a waiver of any further claim that the Consultant may have against the Client for the termination of the Agreement or otherwise.

11 SURVIVAL OF OBLIGATIONS

11.1 **Survival.** The end of this Agreement shall not terminate any provision which, implicitly or explicitly, shall remain in force including, without limiting the generality hereof, Sections 6 (Ownership of Deliverables and Intellectual Property Rights), 12 (Liability and Indemnification), 14 (Non-Solicitation), 15 (Confidentiality), 16 (Dispute Resolution), 17.3 (Governing Law) and 17.4 (Forum).

12 LIABILITY AND INDEMNIFICATION

12.1 **Indemnification by the Consultant.** The Consultant agrees to indemnify the Client, its principals, employees, directors, officers and agents from and against all claims, actions, losses, expenses, costs or damages which the Client, its principals, employees, directors, officers, or agents may suffer, sustain, or incur arising from any negligent or faulty acts or omissions of the Consultant or anyone for whom the Consultant is responsible.

Notwithstanding anything hereunder to the contrary, the Consultant shall not have any liability whatsoever to the Client for:

- (a) any indirect, consequential, special, incidental, exemplary or punitive damages or similar damages or losses including, without limitation, for any loss of opportunity, revenue, sales or profits, regardless of whether arising from breach of contract, warranty, tort (including negligence), strict liability, statutory liability or otherwise, even if such party is advised of the possibility of such damage or loss or if such loss or damage could have been reasonably foreseen;

- (b) the failure of a contractor, retained by the Client, to perform the work required in the Project, nor shall the Consultant be responsible for job site safety or construction means and methods;
- (c) the design of or defects in equipment supplied or provided by the Client for incorporation into the Project;
- (d) any cross-contamination resulting from subsurface investigations;
- (e) any advice on any matter given by an independent third party, even if such third party's advice was requested on the recommendation of the Consultant;
- (f) any default affecting goods that were recommended by the Consultant;
- (g) any damage to subsurface structures and utilities which were identified and located by the Client, or by the Client's other consultants or contractors;
- (h) any Project decisions made by the Client, if the decisions were made without the advice of the Consultant, or contrary to or inconsistent with the Consultant's advice;
- (i) the unauthorized distribution of any confidential document or report prepared by or on behalf of the Consultant for the exclusive use of the Client; or
- (j) claims for damages for bodily injury, including death which is actually or allegedly, in whole or in part, directly or indirectly, caused by, based upon or in any way involving asbestos or any material derived therefrom in whatever form or quantity.

12.2 **Indemnification by the Client.** The Client agrees to defend, indemnify and hold the Consultant, its principals, employees, directors, officers and agents harmless from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Consultant, its principals, employees, directors, officers, or agents may suffer, sustain, or incur arising from:

- (a) claims of third parties in relation to the Project;
- (b) any negligent or faulty acts or omissions of the Client or anyone for whom the Client is responsible; or
- (c) any breach of the Client's obligations under this Agreement.

12.3 **Limit of Liability.** Notwithstanding the foregoing, the Client acknowledges and agrees that the liability of the Consultant, its affiliates and their respective employees, officers, directors, agents, consultants and subcontractors under this Agreement, whether in contract, tort or otherwise, shall in no event exceed the total fees received by the Consultant under this Agreement.

12.4 **Limitation Period.** Notwithstanding any other provision of this Agreement, no claim may be brought against the Consultant in contract or in tort, more than one (1) year after the Services were completed or terminated under this Agreement. The Client waives any and all rights, remedies, and claims that it may have against the Consultant, its principals, employees, directors, officers, or agents whether at law, under any statute or in equity or otherwise, directly or indirectly, relating to the performance of this Agreement to the extent limited by this Section 12.

13 INSURANCE

13.1 **Coverage.** The Consultant shall carry and continuously maintain the following insurance:

- (a) such coverage as required by the applicable Workers' Compensation legislation;
- (b) commercial general liability insurance with a minimum occurrence and aggregate limit of not less than Two Million (\$2,000,000.00) Dollars; and

- (c) professional liability (errors and omissions) insurance in an amount not less than Two Million (\$2,000,000) Dollars per claim and as an annual aggregate, throughout the term of this Agreement and for a period of three (3) years thereafter.

13.2 **Notice of Insurance Claim.** Each Party shall forthwith give to the other Party any and all information relating to events and circumstances that may result in a claim pursuant to any insurance coverage maintained by the Consultant pursuant to this Agreement. The Parties agree to collaborate with each other in a commercially reasonable manner in connection with any such insurance claim.

14 NON-SOLICITATION

14.1 Unless otherwise agreed to in writing, the Client, during the term of this Agreement and for an additional six (6) month period, undertakes and binds itself not to, directly or indirectly, alone or through an intermediary, in association with any third party, for its own benefit or on behalf of a third party, for any reason, solicit or assist in the solicitation of an employee of the Consultant who is assigned to the provision of Services for the purpose of offering him/her an employment, a participation or a form of partnership, or to convince an employee of the Consultant involved in the Services to terminate his/her employment relationship, under risk of penalty equal to twelve (12) months of each solicited employee's gross salary. Nothing in this Subsection 14.1 shall apply if the employee is hired in response to a public advertisement or general solicitation disseminated by the Client.

15 CONFIDENTIALITY

15.1 **Confidential Information.** The information of one Party (the "**Disclosing Party**") brought to the attention of another Party (the "**Receiving Party**"), whether such information is identified as being confidential or proprietary (the "**Confidential Information**"), must be treated by the Receiving Party in a strictly confidential manner during the term of this Agreement and for an additional twenty-four (24) month period. The Receiving Party agrees to take appropriate action so that its employees, agents, Affiliates, subsidiaries, associated companies, subcontractors and entire staff abide by the confidentiality obligations described herein. The Receiving Party which breaches the provisions of this Section shall be liable towards the Disclosing Party for damages arising out of its default. The confidentiality obligations shall not apply to any information which (i) is generally available to and known by the public (other than as a result of improper disclosure by the Receiving Party, (ii) is available to (or in the possession of) the Receiving Party on a non-confidential basis, provided that the source of such information was not known by the Receiving Party to be bound by a confidentiality obligation to the Disclosing Party, (iii) must be disclosed pursuant to an order or final directive of a court or government agency in authority, or in accordance with the Law.

15.2 **Disclosure.** In such case, the Receiving Party which is required to disclose information shall, as soon as possible after receiving said order or directive, or upon becoming aware of its legal obligation of disclosure, notify the Disclosing Party in writing that it is required to make such disclosure.

15.3 **Liability for Breach of Confidentiality Obligation.** Without limitation and in addition to any other rights or remedies each Party may have, each Party acknowledges that it shall be liable to and shall indemnify and hold harmless the other Party and its Affiliates and the Client from any claims brought against or suffered, sustained, paid or incurred by the other Party or its Affiliates resulting from a breach of this Section 15.

15.4 **Right to Injunction.** Each Party acknowledges that a breach of any of the undertakings or provisions contained in this Section 15 may cause the other party to suffer irreparable harm. In addition to claiming damages or an indemnity, the affected party shall be entitled to any injunctive relief and specific performance and the other party consents to any such injunctive relief and

specific performance. The foregoing rights shall be cumulative and shall be in addition to any other remedies which may be available to the concerned Party.

16 DISPUTE RESOLUTION

16.1 **Process.** Any dispute or disagreement arising out of or relating to this Agreement or arising from its interpretation or application shall be dealt with in accordance with the dispute resolution mechanism described below and shall be conducted on a confidential basis. In the event of a dispute, a written notice by either Party to the other shall set in motion the formal dispute resolution mechanism. The notice of dispute shall provide all details reasonable available regarding the matter that is subject of the dispute. Upon receipt of a notice of dispute, the Parties agree to resolve the dispute in the following order:

- (a) through amicable negotiations between the representatives each Party;
- (b) before the courts in the judicial district where the Services are rendered.

17 MISCELLANEOUS PROVISIONS

17.1 **Good Faith.** The Parties endeavor to use reasonable diligence as well as good faith in their performance of this Agreement.

17.2 **R&D Incentives.** Should any portion of the Services and Deliverables performed by Consultant be eligible for the Scientific Research and Experimental Development Tax Incentive Program (as such program is defined by the Canada Revenue Agency) or any other equivalent tax credit or grant program which may be awarded in Canada, Consultant retains the exclusive right to claim such incentive, tax credit or grant.

17.3 **Governing Law.** This Agreement shall be interpreted pursuant to, governed by and construed under the Laws of the Province of the Place of the Work and the federal Laws of Canada applicable therein, without regard to the principles of conflict of laws. The Parties agree, subject to Section 16, to accept and submit to the exclusive jurisdiction of the courts of the Province of the Place of the Work, to the exclusion of the courts of any other Province.

17.4 **Forum.** The Parties waive any objection based on venue or *forum non conveniens* with respect to any claim or other disputes arising under this Agreement or in any way connected to or related to or incidental to the dealings of the Consultant and the Client in respect of this Agreement or any related transactions, in each case whether now existing or hereafter arising and whether in contract, tort, civil liability, or other legal theories or specific statutes.

17.5 **Notice.** Any notice required or which may be given under this Agreement is sufficient if in writing and sent in a way that allows the sending Party to prove that such notice was actually delivered to the address or to the fax number of each receiving Party or to any other address, fax number or email address set out below. Notices and other forms of communication are deemed received from the time of their delivery, if delivered by messenger, on the date of the acknowledgement of receipt, if delivered by mail, on the date received, if sent by fax, on the date stated on the transmission slip, and on the transmittal date in the case of an email sent to a valid email address specified below:

- (a) if to the Client at:
325 Farr Drive, Haileybury, ONP0J 1K0
Attention of Logan Belanger
Telephone: 705 672 3363 ext. 4136
Facsimile: 705 672 3200
Email: lbelanger@temiskamingshores.ca

- (b) if to the Consultant at:
1600 Rene-Levesque Blvd. West 11th Floor, Montreal, QC H3H 1P9
Attention of Micha Gutmanis
Telephone: 1 647-598-0737
Facsimile: N/A
Email: michelle.gutmanis@wsp.com
- 17.6 **Assignment.** Neither Party shall assign or subcontract any part of this Agreement, including the Services, nor any rights or obligations herein without the prior written consent of the other Party. In the event this Agreement is assigned or subcontracted with the consent of a Party, the assignor shall remain responsible to the non-assigning Party for the proper performance of the assignee's obligations under this Agreement.
- 17.7 **Entire Agreement and Amendments.** This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof. There are no other oral understandings, terms or conditions and neither Party has relied upon any representation, express or implied, not contained in this Agreement or the other documents mentioned herein. No change, amendment or modification to this Agreement shall be valid or binding upon the Parties hereto unless such change, amendment or modification is made in writing and duly executed by both Parties hereto.
- 17.8 **No Waiver.** Any failure of any Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the term of this Agreement shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce such provisions or require compliance with such terms.
- 17.9 **Severability.** If any term, covenant or condition of this Agreement, to any extent, is held to be invalid or unenforceable, the remainder of this shall not be affected and each remaining term, covenant or condition of this Agreement shall be separately valid and shall be enforceable to the fullest extent permitted by Law.
- 17.10 **Adverse Rule of Construction Not to Apply.** The words in this Agreement shall bear their natural or defined meaning. The Parties have each had full opportunity of obtaining legal advice and accordingly any rule of construction to the effect that any ambiguity is to be resolved against the drafting Party shall not be applicable in the interpretation of this Agreement.
- 17.11 **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a substitution to any duties, obligations, rights and remedies otherwise available by Law.
- 17.12 **Further Assurances.** Each Party agrees to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement.
- 17.13 **No Joint Venture.** Nothing contained in this Agreement shall be construed as constituting a joint venture or partnership between the Client and the Consultant. The relationship between the Client and the Consultant is that of an independent contractor and a client, respectively, and under no circumstances shall either Party be deemed agents or representatives of the other Party. Neither Party shall have the right to enter into any contracts or commitments in the name of or on behalf of the other Party in any respect whatsoever. In addition, neither Party shall hold itself out to anyone, or otherwise represent, that it has any such authority vis-a-vis the other Party.



17.14 **Language Clause.** This Agreement and all documents and notices relating thereto have been drawn up in English at the express request of the Parties. *Le présent contrat ainsi que tous les documents et avis y afférent ont été rédigés en anglais à la demande des parties.*

IN WITNESS WHEREOF the Parties have signed this Agreement at the place and on the date first hereinabove mentioned.

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

WSP CANADA INC.

Name : Logan Belanger

Title : Clerk

Name : Micha Gutmanis

Title : Manager, Sustainable Mobility



**SCHEDULE A
CONTRACT PRICE AND REIMBURSABLE EXPENSES**

Contract Price:

\$59,718

The Contract Price payable by the Client to the Consultant in respect of the Services shall be the aggregate of all fees payable to the Consultant (exclusive of the Reimbursable Expenses) for the base services and additional services set forth in Schedule B, which fees shall be as follows:

The fee for the Consultant's base services shall be: as outlined in the attached proposal (excluding Section 5 titled 'Potential Next Steps').

The fee for the Consultant's additional services shall be: Time and materials and negotiated at the request of the client.

Reimbursable Expenses:

Will be invoiced with no markup fee.

Disbursements:

Will be invoiced with no markup fee, if any.

Administrative Charge:

None outside of the proposal fee.



**SCHEDULE B
DESCRIPTION OF THE SERVICES**

Contract No: TBD

Base Services:

The base services shall consist of:

As outlined in the attached proposal (excluding Section 5 titled 'Potential Next Steps').

Additional Services:

The following Services, which shall be considered to be additional to the Consultant's base Services set forth above, shall be provided by the Consultant to the Client at the written request of the Client:

Section 5 in the attached proposal titled 'Potential Next Steps'

Excluded Services:

Notwithstanding any other provision of this Agreement, the Consultant shall not be responsible for the following services:

Any work not explicitly described in the attached proposal.



**SCHEDULE C
TIME SCHEDULE**

Time schedule is located in the attached proposal.

Services Commencement Date: April-1-2025

GREEN MUNICIPAL FLEET STUDY

CITY OF TEMISKAMING SHORES
VILLE DE TEMISKAMING SHORES

RS-RFP-001-2025 Green Municipal Fleet Study





February 21, 2025

City of Temiskaming Shores | *Ville de Temiskaming Shores*

Re: RS-RFP-001-2025 Green Municipal Fleet Study

Attention: Logan Belanger, Clerk

WSP is pleased to submit our proposal to complete a Green Municipal Fleet Study for the City of Temiskaming Shores. We have assembled a team with the requisite skills and expertise to develop the most comprehensive study.

The WSP team offers the following benefits to the City:

- **Ontario-based Project Manager; Bilingual Team:** Our core team project manager is based in the Greater Toronto and Hamilton Area. Critical meetings such as Council presentations or site visits, if required, can occur in person. Our technical analyst and project coordinator is bilingual to support with any French requirements.
- **Strong Understanding of the Zero Emission Vehicle (ZEV) Market:** Our team has tremendous experience in zero-emissions fleet studies. Our team members have developed policies on fleet optimization and vehicle charging across Canada. We have been developing and implementing sustainable fleet plans, from early feasibility studies to reconfiguring existing fleet depot to add fueling infrastructure. At WSP, we leverage the latest technology trends and lessons learned from our collective projects to fulfill our mandate with the City of Temiskaming Shores.
- **Collaboration with various municipality sizes:** WSP works with numerous municipalities, ranging from all sizes, from fleets of over 3000 vehicles to fleets of only 20. This has allowed us to understand the necessary scaled and tailored approaches required based on the various sizes of the fleet. The City of Temiskaming Shores will receive a tailored approach that works for its size, its carbon neutrality goals, and its geographic location. Our hand-selected team has worked on the majority of these green fleet studies together, so we are well-established and efficient in working together as one team.

Yours sincerely,

WSP Canada Inc.

A handwritten signature in black ink that reads "M. Gutmanis". The signature is written in a cursive, flowing style.

Micha Gutmanis, MPI, BSc, PMP

Manager, Sustainable Mobility Advisory

WSP Canada Inc.

(She/Her)



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1 COMPANY EXPERIENCE

1.1 COMPANY PROFILE

With roots that date back to 1959, WSP has proudly become one of Canada's leading professional engineering services firms with a strong international presence and position in today's global market. Our network of 12,900 technical experts and strategic advisors across Canada and just over **3,900 staff in Ontario** includes engineers, technicians, scientists, planners, surveyors, environmental specialists, and other design, program, and construction management specialists. Globally, we have over 69,900 team members, supporting over 150,000 active projects. We offer services in four business areas: Transportation and Infrastructure, Planning, Buildings, Environment, and ERI (energy, resources, and industry) from offices throughout Canada.

Experience: WSP has a wealth of provincial, national, and international experience to draw from regarding sustainable transportation in urban and rural environments. We regularly support public sector clients at all stages of the project development life cycle from conceptual planning and business casing through to detailed design and construction.

Excellence: Our sustainable transportation, public transit and active transportation teams are organized nationally around a Centres of Excellence model, reducing the impact of geography for the team and providing you with a larger group of specialized resources to match the best-suited individuals across Canada to projects, while bringing in unique perspectives nationally. Our model ensures we can best leverage subject matter expertise, lessons learned, and corporate experience in service of the assignment.

1.2 SUSTAINABLE MOBILITY ADVISORY PRACTICE

WSP's Sustainable Mobility Advisory team is recognized by municipalities and transit agencies across Canada, North America and globally for our work supporting green fleet studies, feasibility analysis and implementation plans across a variety of fleets from light-duty vehicles to heavy-duty vehicles (emergency response, transit, mining). The proposed project team members have an extensive track record of delivering the services required by this study, including the development of low-carbon and zero-emission implementation plans, analysis on the current fleet usage, municipal fleet transition plans as well as conducting stakeholder engagements and assessing the best practices to accelerate the transition for municipal vehicles. We have extensive experience with vehicle and charging infrastructure requirements and developing financial strategies to support the deployment of Zero Emission Vehicles (ZEVs) and associated infrastructure. We have a strong understanding of green fleets, and we aim to bring forth an implementation and actionable strategy to complete the replacement of the current fossil-fuel-powered vehicles to reduce greenhouse gas emissions (GHG).

Our agile team and dedicated specialists across our engineering consulting firm allow us to successfully work on diverse projects; from major urban cities to regional municipalities, we have worked with private and government entities, as well as municipal alliances such as the Federation of Canadian Municipalities and ICLEI Local Governments for Sustainability. Our team provides the necessary support to develop actionable strategies to reduce GHG emissions and operate a more sustainable fleet.

We believe our project approach and prior experience in delivering similar scopes of work for municipalities and cities across Canada will support achieving a strong project outcome for the City of Temiskaming Shores.

1.3 BREADTH OF RELEVANT EXPERIENCE

WSP has delivered Green Fleet vehicle consultancy services for municipal clients for over 10 years. The following graphic and table illustrate the geographic range of our project portfolio in the last 5 years, which we are pleased to leverage for the City of Temiskaming Shores.



- CAMET** – Electric School Bus Feasibility Study and Site Conceptual Design (2024-2025)
- TTC** – Non-Revenue Fleet Electrification and Infrastructure Strategy (2024-2025)
- City of Ottawa** – Green Fleet Strategy (2024)
- Town of Newmarket** – Green Fleet Strategy (2024)
- City of Whitehorse** – Transit Decarbonisation Roadmap (2024)
- City of Edmonton** – Light-Duty Zero-Emissions Vehicle Strategy (2023) & Zero-Emissions Policy Paper (2024)
- Parks Canada** – Green Fleet Study (2023)
- City of Calgary** – Alternative Fuels Study (2023)
- Baie-Comeau** – Green Fleet Strategy and Energy Resilience Plan (2023)

- City of Burlington** – Green Fleet Strategy and Implementation Roadmap (2023)
- Yukon Transportation Dept** – Preliminary Green Fleet Assessment (2022)
- City of Surrey** – Low Carbon Fleet Strategy (2021-2022)
- Strathcona County** – Electric Vehicle Feasibility Study (2021)
- Oxford County** – 5-year Green Fleet Plan (2021)
- Town of Caledon** – Green Fleet Strategy (2021)
- City of Barrie** – Alternative Fuels Study (2020-2021)
- Town of Oakville** – Fleet Utilization and Optimization Study (2020)
- City of Brampton** – Light Duty Fleet Management Review (2020)
- Halton Region** – Fleet Management Review (2020)
- City of Abbotsford** – Refuse Truck Lifecycle Modelling (2020)

1.4 RELATED EXPERIENCE AND REFERENCES

While Section 1.3 showcases fleet transition planning across Canada that our team has worked on, we selected **three reference projects** that are particularly relevant to Temiskaming Shores based on their geographies, fleet size and fleet make-up. **We have selected projects completed within the last two years, as this rapidly changing vehicle landscape deserves the relevant fleet planning practices.**

The following table outlines the references we wish to put forward. More details on each project can be found in the project sheets following.

Project	Client Contact Information
Project 1: Green Fleet Strategy (2024)	Town of Newmarket Jeff Bond, Business Operations Specialist Public Works Services T: 905-953-5300 x2582 E: jbond@newmarket.ca
Project 2: City of Ottawa Green Fleet Strategy (2024)	City of Ottawa Neil Grandy, P.Eng. Manager, Fleet Maintenance & Technical Services T: 613-580-2424, x-29535 E: neil.grandy@ottawa.ca
Project 3: Municipal Fleet Energy Transition (2023)	City of Baie-Comeau Julie Malouin, Sustainable Development Coordinator T: 418-589-1583 E: jmalouin@ville.baie-comeau.qc.ca

TOWN OF NEWMARKET GREEN FLEET STRATEGY (2024)



Location

Town of Newmarket, Ontario

Project Value

\$75,000

Primary Team Personnel

Micha Gutmanis (Project Manager)
 Shan Campeau (Technical Lead)

Project Completion Date

December 2024

RELEVANCE TO THIS PROJECT

WSP's experience with the Green Fleet Strategy for the Town of Newmarket provides a strong foundation for successfully executing Temiskaming Shores' Green Fleet Study. WSP will leverage the proven methodology and insights gained from Newmarket through the creation of low-carbon and zero-emission fleet transition scenarios. This involved identifying a pathway to zero-emission vehicles through detailed vehicle use reviews, inspections, and stakeholder discussions. Additionally, WSP's team reviewed the current state of electrical infrastructure at fleet storage, corporate, and operational facilities to support fleet and charging requirements, and provided guidance on the next steps for implementation. This project presents many similarities with the Temiskaming Shores project, through their shared geographical context, their similar size operations and GHG reduction goals.



SCOPE

The scope of the project involved developing a comprehensive Green Fleet Strategy for Newmarket to significantly reduce GHG emissions from its fleet operations. WSP collaborated closely with the Town’s Fleet department to assess the current state of operations and design a roadmap for fleet decarbonization. This strategy included recommendations for a fluid and comprehensive transition towards low-carbon and zero-emission alternatives, as well as looking at requirements for charging infrastructure and management best practices, ensuring alignment with long-term industry trends and fiscal sustainability.

The strategy was tailored to meet their carbon neutrality goals by 2040. The strategy was executed in four phases: Current State Assessment, Baseline Analysis, Green Fleet Scenario Development, and Final Reporting. Contact with the Town of Newmarket was ensured throughout the phases of the strategy, ensuring transparency and advancements of the project in line with the findings. In addition to a transition planning reducing the emissions and the operational cost, the strategy provided recommendations for operational best practices and insight for change management. This strategy included the creation of two distinct scenarios, which could potentially reduce the Town’s emissions by 99% in 2050. WSP also provided additional support services, including an electrician to assess infrastructure needs and stakeholder consultation to highlight the challenges and opportunities for fleet decarbonization.

CITY OF OTTAWA GREEN FLEET STRATEGY (2024)



Location

City of Ottawa, ON

Project Value

\$235,000

Primary team personnel

Micha Gutmanis (Project Manager)
 Julian Fernandez-Orjuela (Technical Lead)
 Shan Campeau (Technical Support)

Project Completion Date

January 2025

RELEVANCE TO THIS PROJECT

We envision the City of Temiskaming Shores to be similar to the City of Ottawa’s Green Fleet Strategy considering the nature of assessment and recommendations involved. This strategy required WSP to provide the City of Ottawa with an ideal vehicle and charging equipment uptake rate to accommodate the growing need for low-emission technologies while assessing alternative procurement scenarios. This project presents many similarities with the Temiskaming Shores project, with their geographical context and their variety of vehicle types to transition (ie. vacuum trucks, snowplows, sweepers, dump trucks, sanders, fire pumpers, etc.).

SCOPE

The City of Ottawa has one of the largest public fleets in Canada, with over 2000+ light-, medium- and heavy-duty vehicles and equipment. WSP was engaged by the City of Ottawa to carry out a green fleet study for its entire fleet. This study investigated the transition to low carbon and zero-emission technologies through a phased approach with actionable implementation measures set forth over the next 20 years. It evaluated achievements to date on fleet electrification and proposed new approaches and technologies to meet the City’s direction and targets for reducing fleet emissions while ensuring fiscal responsibility. The strategy also assessed several trade-offs on various technologies, including trade-offs on capital and operating costs, technology maturity, impacts on current operations and GHG reduction potential. Additionally, exploration of new

approaches involved an assessment of expedited procurement scenarios, including cost leveling, for the fleet transition.

This City of Ottawa Green Fleet Strategy proposed a phased approach, which ensures that the low carbon technology uptake rate is respected by the City to allow for a smooth fleet transition that was flexible to changing technologies. The strategy proposed conservative and aggressive scenarios to allow for flexibility in its approach. The strategy aimed to guide the City for the choice of technology, charging infrastructure implementation strategy, and site-specific recommendations. EV charging infrastructure including installation dates, costs, and associated power requirements were also included within the roadmap to allow for the City to plan its infrastructure ahead of asset procurement.

CITY OF BAIE-COMEAU MUNICIPAL FLEET ENERGY TRANSITION (2023)



Location

City of Baie-Comeau, Quebec

Project Value

\$ 62,000

Primary Team Personnel

Shan Campeau (Interim Project Manager and Technical Lead)

Project Completion Date

October 2023

RELEVANCE TO THIS PROJECT

We envision this Green Municipal Fleet Study to be similar to the City of Baie-Comeau Municipal Fleet Energy Transition, considering the nature of the operations of the municipal fleet and similarity in the municipality's vocation, as well as the nature of assessment and recommendations involved. This strategy required WSP to provide the City of Baie-Comeau with an ideal vehicle and charging equipment to accommodate the growing need for zero-emission technologies while maintaining operations. This project presents many similarities with the Temiskaming Shores project, through their shared Northern and remote context, similar-sized fleet, operation requirements and GHG reduction goals.

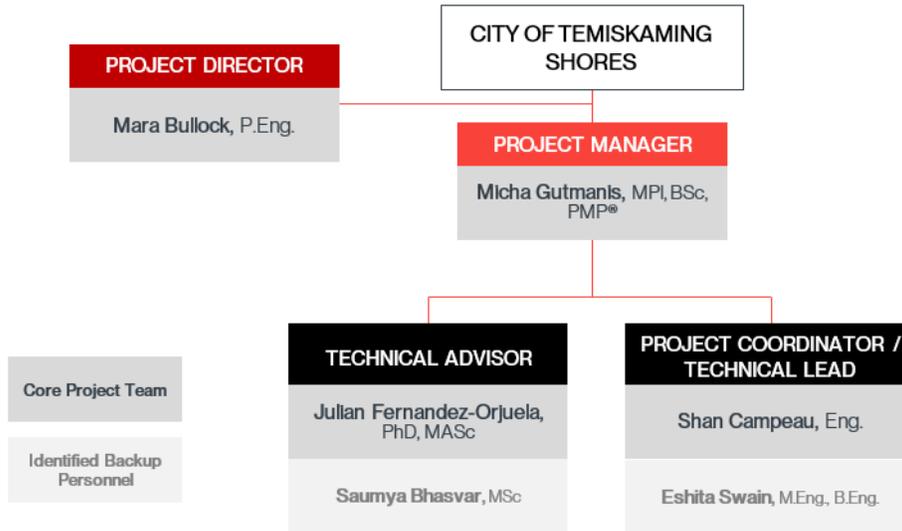
SCOPE

Baie-Comeau, a Quebec municipality in the Manicouagan region, is home to over 20,000 residents. It is an industrial and port city nestled within the Manicouagan-Uapishka World Biosphere Reserve and it aspires to be a sustainable development leader and a model for other northern regions in terms of attractiveness, innovation, and community spirit. Given that 60% of the corporate emissions in the city are directly associated with the transportation sector (vehicles and motorized equipment), the municipality and its city council are keen on initiating a technological shift. The objective of this study was to assist the municipality in conducting an analysis to establish the energy profile of the city's automobile fleet, identify gaps, explore potential improvements, and outline a relevant set of measures to implement. The study consisted of several phases. First, a portrait of the current situation of the city's fleet was presented to review the fleet's condition and its usage. Subsequently, WSP completed a thorough market analysis to present the available technological alternatives for the transition and their future developments. WSP also conducted in-person stakeholder engagement and site visits to evaluate the city's infrastructure and its ability to transition towards zero-emission. The smaller size of the fleet allowed us to provide precise replacement options for the different vehicles. From this analysis, WSP completed a cost-benefit study, ultimately providing recommendations on the technologies to adopt and helping in the

development of a transition plan. This analysis compared different technology adoption scenarios to understand the impact on cost and emissions.

2 PROJECT TEAM QUALIFICATIONS

2.1 ORGANIZATIONAL CHART



PROJECT TEAM FEATURES

- ✓ Project management expertise with proven ability to deliver on-time and within budget
- ✓ Integrated team offering the City a “one-stop-shop” solution – a team who has worked closely together on various green fleet studies – thereby maintaining schedule and budget efficiencies
- ✓ Complete team ready and committed to successful project delivery
- ✓ Identified backup personnel to help ensure resiliency in our work with minimal disruption
- ✓ Local knowledge and solid understanding of zero-emission vehicle fleets with a global reach
- ✓ Strong research and analytical abilities in sustainable transportation technologies

2.2 CORE PROJECT TEAM AND BACKUP PERSONNEL

The table below is a summary of our core team’s relevant experience in the last three years. This table demonstrates the proposed team’s history of working collaboratively to ensure project success.

RELEVANT EXPERIENCE OF PROPOSED TEAM	Town of Newmarket Green Fleet Strategy	City of Ottawa Green Fleet Strategy	City of Baie-Comeau Municipal Fleet Energy Transition	CAMET ESB Feasibility Study	TTC Non-Revenue Fleet Electrification	City of Whitehorse Transit Decarbonisation Roadmap	City of Edmonton Light-Duty Zero Emissions Vehicle	City of Calgary Alternative Fuels Study
Micha Gutmanis	●	●		●	●		●	●
Julian Fernandez-Orjuela	●	●		●	●		●	

Shan Campeau	●	●	●	●	●		●	●
Saumya Bhasvar		●		●		●	●	●
Eshita Swain		●				●		●

2.3 TEAM BIOS AND RESPONSIBILITIES

A list of the proposed core project team members, with their professional qualifications, related experience and roles, duties and responsibilities is provided below. Due to the page limit, CVs were not included, however they can be provided.

MICHA GUTMANIS, MPI, BSc., PMP®

11 YEARS OF EXPERIENCE

PROJECT MANAGER

RESPONSIBILITIES

As Project Manager, Micha will direct the project and coordinate the team. She will be responsible for ensuring work is completed on-time and on-budget. As a senior advisor and subject matter expert, Micha will be intimately involved in all aspects of the study and will play a leading role in framing core deliverables.

Micha will be a primary point of contact for the City and for project communications. She will monitor and control the scheduled activities, resources, and budget required to create each project deliverable. Micha will be the main point of contact for the bi-weekly, stakeholder meetings, and in-person presentations.

QUALIFICATIONS AND EXPERIENCE

Micha boasts a wealth of experience spanning ten years in the realm of planning, project management, and policy support across the public, non-profit, and private sectors. During her time in the public sector, she was tasked with overseeing the corporate and community emissions portfolio, which encompassed electric vehicle infrastructure policy and planning.

Micha is passionate about sustainable transportation and has dedicated her career towards reducing corporate and community emissions through the transportation sector. She brings expertise in clean energy and transportation planning, having played a pivotal role in mobilizing the Fraser Valley Region's electric vehicle installation planning and was instrumental in setting fair and equitable prices for public EV charging.

As a Zero-Emissions Mobility Manager at WSP, Micha has continued to work in enhancing electric vehicle strategies for clients within the public and private sectors. She has led various green fleet strategies across Canada over the last few years (City of Ottawa, Town of Newmarket, City of Edmonton, Parks Canada, Toronto Transit Commission, Translink, Atlantic Ministry of Education and Training, ICLEI, and more) and has provided expertise in governance models for provision of EVSE.

Micha fosters a culture of excellence within her team, empowering the team and setting high standards for client projects. Quality work is an important value to her and within WSP, and she strives to provide the highest value to her clients.

JULIAN FERNANDEZ-ORJUELA, PHD, MASC

9 YEARS OF EXPERIENCE

TECHNICAL ADVISOR

RESPONSIBILITIES

Julian will provide support to the project team in the development of the model and will assist with facilitating workshops and discussions where required. His numerous experiences on municipal green fleet transition will provide the project team with analytical experience to oversee the delivery of a transition plan. He will support the development of a capital cost forecast for fleet procurements, forecast the total cost of ownership for the ZEV fleet, including lifecycle operating costs and will help integrate alternative strategy to align with the City’s reduction goals.

QUALIFICATIONS AND EXPERIENCE

Julián is a Senior Consultant and a PhD in electrical engineering. Since joining the team, he has been actively contributing to projects related to roadmap electrification planning and modelling for transitioning fleets to battery electric buses, alongside Micha and Shan. He specializes in electric vehicle charging requirements and fleet planning.

Julian’s extensive experience modelling GHG emissions, current and future electric vehicle (EV) uptake rates that align with provincial and federal mandates and working with transportation demand models make him an asset to the team. He has a PhD in electrical engineering and has sound knowledge of energy requirements to support the recommended infrastructure to support alternative vehicle needs.

SHAN CAMPEAU, ENG.

3 YEARS EXPERIENCE

PROJECT COORDINATOR / TECHNICAL LEAD

RESPONSIBILITIES

Shan will coordinate all project activities and conduct the analysis for the Temiskaming Shores planning and support project. Shan will use the models that he developed for various other green fleet plans to deliver a tailored plan and will also assist with facilitating workshops and discussions where required. Shan will oversee all aspects of the delivery of preliminary research, data collection, and analysis for this project. He will lead the fleet electrification research, suitability, baseline, and power requirements at each location.

QUALIFICATIONS AND EXPERIENCE

Shan is a Sustainable Mobility Consultant at WSP and holds a Bachelor’s degree in Civil Engineering, with a specialization in transportation and international project management. Passionate about sustainable transportation, Shan contributes to strategic and feasibility studies in many sectors, such as operations planning and infrastructure conversion for an efficient transition towards zero-emission as well as a technical advisor to review the financial viability of various electrification projects.

As a sustainable mobility consultant for WSP, Shan is continuously working with municipalities and government entities to create and implement electric vehicle strategies. He is currently working as a project coordinator and data analyst for various other green fleet strategies, such as the Town of Newmarket, the City of Edmonton, Parks Canada, the City of Baie-Comeau, etc. in constant collaboration with Micha and Julian. He is currently completing a master’s degree in sustainability, which allows him to get a better understanding on the broader impact of different green initiatives. From strategy implementation to deployment of technology, the broad scope of work Shan has worked on makes him a critical asset to the project team.



2.4 BACKUP PERSONNEL AND RESILIENCY

In the event of unforeseen conditions requiring the replacement of key team members, WSP is confident that the selected members presented in the table below will be able to step in and provide a seamless experience for Temiskaming Shores.

SAUMYA BHASVAR, MSC **14 YEARS EXPERIENCE**
TECHNICAL ADVISOR | IDENTIFIED BACKUP PERSONNEL

RESPONSIBILITIES

Saumya will be part of the backup resource as a technical advisor. Saumya’s experience will be key to provide support for the financial piece, involving capital and operational cost forecast for fleet procurement, and charging infrastructure costs.

QUALIFICATIONS AND EXPERIENCE

Saumya is a Senior Consultant on the WSP Mobility Systems Advisory Services team. He brings 14+ years of wide-ranging international professional and postgraduate experience. He has led research, analysis, public engagement, advocacy and government relations activities to advance the energy-transition, access to clean energy, water and mobility, and innovation, development and climate policy, with a special focus on clean hydrogen. He has been at the forefront of the re-emerging Canadian hydrogen economy since 2020, managing Canada’s (then) first green-hydrogen transit project through the partnership-formation, lobbying and funding stages at the Canadian Urban Transit Research and Innovation Consortium (CUTRIC). Saumya is a consummate multidisciplinary professional with a keen interest and strong acumen in directing and facilitating the implementation of strategic plans, projects and programs from conceptualization to commissioning. His diverse professional experience, multi-disciplinary education in economics, business and engineering, and breadth of international perspectives have fostered a broad subject matter understanding relevant to this project, excellent analytical and inductive reasoning skills, a special eye for detail, and a just appreciation for the means as much as the end.

ESHITA SWAIN, M.ENG, B.ENG **7 YEARS EXPERIENCE**
ANALYST | IDENTIFIED BACKUP PERSONNEL

RESPONSIBILITIES

Eshita will be part of the technical team working on project activities such as baselining the existing vehicle information and developing green fleet strategy with Shan. This will involve capital cost forecast for fleet procurement, and charging infrastructure costs. Eshita will forecast the total cost of ownership for the ZEV fleet, including lifecycle operating costs. She will model standard and rapid ZEV transition scenarios, comparing their GHG reduction and cost implications to a business-as-usual ICE vehicle procurement scenario.

QUALIFICATIONS AND EXPERIENCE

Eshita Swain is an experienced Sustainable Mobility Consultant with a strong background in transportation, energy, and environmental planning. Eshita has worked on numerous projects involving electric vehicle deployment, electrification study and alternate fuel studies, including developing green fleet strategies, assessing battery electric bus services, and planning fleet electrification. Her work often involves creating comprehensive strategies and financial modelling. She is passionate for sustainable transport and clean energy sector. Her master’s degree in Clean energy and leadership, in association with municipal work, makes her an asset in sustainable mobility projects.

3 PROJECT UNDERSTANDING AND METHODOLOGY TO ACHIEVE WORKPLAN

The City of Temiskaming Shores is seeking proposals to retain a qualified consultant in the preparation of a comprehensive analysis regarding the evaluation of its current fleet, highlighting the reduction of carbon emission opportunities and an optimization strategy. The goal of this study is to develop a fleet efficiency strategy, which will allow the city to reduce its emissions through different recommendations (transition towards zero-emission alternatives, fleet optimization, etc.) and to provide the City of Temiskaming Shores with the necessary information for future capital and operational budget planning exercises. This Green Fleet Study will also include an implementation strategy and an action plan as well as an assessment of the barriers to the transition.

As a member of Partners for Climate Protection, the City of Temiskaming Shores is committed to reducing their GHG emissions. In 2022, the city completed a GHG emissions inventory (based on 2019 data), which highlighted the importance of fleet emissions, accounting for 49.9% of their total corporate emissions. This enhances the high potential resulting from the transition of the corporate vehicles. This study would also be an opportunity for the City of Temiskaming to advance to the next step in their Partners for Climate Protection program, demonstrating leadership in climate action.

The completion of this project would not only provide Temiskaming Shores with a plan to reduce corporate emissions but would also demonstrate its commitment to its climate goals, therefore acting as a community leader. This study would also bring the City's fleet users together within the organization, to build this plan and garner buy-in across Public Works in its fleet optimization initiative.

We understand that this project will allow the City of Temiskaming Shores to:

- Understand the feasibility of replacing conventional ICE (internal combustion engine) municipal vehicles with zero-emission alternatives, from a multi-faceted perspective considering factors such as upfront cost, operating costs, infrastructure requirements and environmental impact.
- Understand the different barriers (technological, financial, regulatory, social) created with the transition to electric vehicles and the associated mitigation measures, when possible.
- Identify potential additional strategy to reach the City's GHG emission reduction goals and to enhance the fleet transition plan, including renewable energy integration, smart charging opportunities and potential vehicle-sharing systems.

We understand that the City's fleet is mainly used for public works and comprises of 52 vehicles of different types, including SUVs, Pick-up trucks, Buses and other equipment. Those vehicles are retained, operated and maintained by the City's Public Works Department.

Our experience advising numerous other municipalities – the City of Ottawa, City of Edmonton, Town of Newmarket, City of Baie-Comeau, for example – on their fleet transition strategies lends us intimate familiarity and a rich repository of knowledge and information on the characteristics of fleets and vehicle types similar to that of the City of Temiskaming Shores. It also makes our team appreciative of the challenges and opportunities associated with the implementation of alternative vehicles as part of a municipal fleet.

We also feel that we can bring a very high **value-add**, by utilizing our robust and tested **green fleet planning tools**, building on our wide **zero-emissions vehicle database**, and providing **best practices** on the operation, maintenance, and training of electric vehicle infrastructure.

3.1 PROPOSED METHODOLOGY

WSP’s approach to green fleet strategies ensures alignment between the City interim and long-term goals, and the recommended transition plan from the replacement cycle. Understanding long-term goals will allow a deeper analysis of the expected outcomes of the strategy, capitalizing on GHG emissions reduction, fiscal responsibility. Additionally, by understanding the requirements and barriers currently faced by the operators, and by focusing on operational continuity the outcome of this project would also result in a meaningful short-term strategies.

The project will commence with the project kickoff to ensure that the City of Temiskaming Shores and WSP’s project teams are aligned and share a common understanding of the assumptions, methodology, and operational requirements. **Regular bi-weekly 30-minute check-in virtual meetings** with the City’s project team will be held for status updates, performance reviews, strategic direction, and feedback. These meetings may be extended as required. Our team will prepare presentations for every meeting to provide an update on the schedule and progress.

The approach to completing this Green Municipal Fleet Transition Study will be through four broad phases as shown in the table below.

PHASE 1	PROJECT INITIATION & DATA GATHERING	Task 1.1 – Kick-off meeting Task 1.2 – Data collection
PHASE 2	BASELINING	Task 2.1 – Current state assessment and financial baseline Task 2.2 – GHG emissions analysis Task 2.3 – Internal stakeholder engagement Task 2.4 – Vehicle market scan & technology review
PHASE 3	TRANSITION SCENARIO	Task 3.1 – Electric vehicles transition and charging needs Task 3.2 – Scenario’s financial analysis and GHG emissions reductions
PHASE 4	TRANSITION RECOMMENDATIONS	Task 4.1 – Potential funding source to leverage Task 4.2 – Implementation planning recommendations

3.2 DETAILED METHODOLOGY

PHASE 1: PROJECT INITIATION & DATA GATHERING

Timeline: To be completed 2 weeks after project initiation

TASK 1.1 – KICK-OFF MEETING

We will commence the project with a **60-minute kickoff meeting** with City staff to facilitate team introductions and cover essential aspects such as goals, scope, project timeline, key milestones, communication protocols, staff availability, scheduling stakeholder meetings, and an initial review of the data request. Key project staff from the City of Temiskaming Shores will be invited to this kickoff meeting. The kickoff meeting will also be an

opportunity for WSP to present the initial data request (2-week expected turnaround for data) and open the discussion for stakeholder engagement requirements.

TASK 1.2 – DATA COLLECTION

The first step of the project will be to understand the City of Temiskaming’s current fleet and operations, ensuring that the proper electric vehicles alternative can be identified while upholding the fleet’s service requirements (i.e., operating range, passenger capacity, gross vehicle weight). At the kickoff meeting WSP will **issue a data request to the City** to help facilitate the timely turnaround of relevant data which will feed into this study. This data request will include the following items in the table below.

<p>1. Past Green Fleet Plans, Sustainability Plans and GHG Inventory: Prior Green Fleet work, reports on implementation success, lessons learned and/or modeling of fleet emissions.</p>	<p>3. Asset Replacement Plan: Typical useful life of fleet vehicles, forecasted and/or planned vehicle replacements.</p>
<p>2. Vehicle and Infrastructure Asset Inventory: Asset ID, assigned garage/parking location, vehicle type, make/model, age, VKT, commission date, purchase cost, expected useful life, salvage value, number of vehicles per site, payloads, downtime, user-to-vehicle ratio, vehicle mission criticality, fuel economy.</p>	<p>4. Fleet Operating and Capital Budgets: Annual fuel consumption and expenditure, training and certifications, vehicle-to-mechanic ratio.</p> <p>5. Vehicle Maintenance Records (i.e., Work Orders): Used to establish the baseline cost of fleet maintenance against alternative propulsion vehicles. The maintenance cost life-to-date for vehicles can be provided for this item.</p>

It will be important for the City of Temiskaming Shores to submit the most complete and accurate information available to complete this analysis, as **this data will be the basis of the analysis for this study**. Incomplete or missing information will be assumed based on other fleet data; however, this would potentially affect the accuracy and quality of the analysis.

PHASE 2: BASELINING

Timeline: To be completed 8 weeks after project initiation

TASK 2.1 – CURRENT STATE ASSESSMENT AND FINANCIAL BASELINE

WSP will refer to the data request issued to acquire historical fleet data which will be used as the benchmark comparator of the existing fleet. This current state assessment will help WSP conduct a thorough analysis of the fleet, including the different types of vehicles, utilization, interesting patterns, fuel efficiency, etc. This current state assessment will also allow WSP to understand asset management practices, vehicle replacement planning, and operating and maintenance costs, which is crucial for providing a smooth transition plan.

WSP will leverage its Excel-based **lifecycle model** to understand the current financial investments and total cost of ownership (TCO) for the City’s fleet. This TCO will uncover capital investments, as well as expected lifecycle operational costs (including fuel and maintenance costs). This will be used as a baseline value to compare the transition plans’ results. WSP will also review the current policy implemented by the City to understand the vehicle replacement requirements, maintenance practices and other external factors that may impact the transition of the corporate fleet (ie. rented fleet).

TASK 2.2 – GHG EMISSIONS ANALYSIS

Current fleet data provided by the City will be used to set the starting point for forecasting the emissions produced by the fleet. The **emissions modelling** will leverage tailpipe emission factors (tonnes of CO₂e)

derived from Natural Resources Canada GHGenius model based on the fuel type used by the municipal fleet. This analysis will also help provide an overview of current GHG emissions, potential reduction measures and the steps required to **achieve the City's reduction goals**. This GHG analysis will set the baseline value, based on the data available (1-, 3- or 5-year operation cycle), and will provide support to measure the reduction anticipated.

TASK 2.3 – INTERNAL STAKEHOLDER ENGAGEMENT

The WSP team will engage with the key Staff identified within the kickoff meeting to **understand fleet users' operational needs**, asset tracking and utilization, as well as their current perceptions of zero-emissions vehicles (push-back, worries, benefits, etc.), their experience to date with alternative propulsion technology and opportunities to right-size fleet vehicles to improve operations. This will be especially relevant to gather input and **address concerns related to the transition to zero-emissions vehicles** and the installation of refueling infrastructure.

WSP will hold engagement session meetings with the major fleet departments, requiring representatives from each department (as needed, up to 10). Smaller user groups could be grouped. In advance of the staff consultation, the project team will provide a questionnaire to facilitate discussions during the meetings. These stakeholder consultation sessions will be the perfect opportunity for WSP to **integrate equity-based questions**, providing the Staff with a platform to discuss any equity consideration, including but not limited to social procurements, increased accessibility, and safe access to the EV stations.

The understanding gained from these consultations will guide this Green Municipal Fleet Study and help propose tailored recommendations. The scheduling of these meetings will be determined after the project kickoff meeting and our team will work with the City's representatives to best determine the attendance list and the dates.

TASK 2.4 – VEHICLE MARKET SCAN & TECHNOLOGY REVIEW

WSP will leverage its experience with both international and North American **market knowledge of alternative propulsion technology** and its depth of technical resources to provide the City of Temiskaming Shores with an assessment of the latest commercially available and operationally viable fleet alternative technology. This technology review will help the internal stakeholders grasp a better understanding of this new technology and the benefits it could provide the City.

WSP will provide the City with a market scan of the current vehicle, highlighting the key vehicle specifications such as gross vehicle weight, battery size, operational range, fuel economy, charging requirements, and other operational considerations. This market scan will feed into the subsequent phases of the study, as it will help identify potential transition opportunities and identify any potential alternatives to include in the scenarios.

Key Milestone: Following the completion of Phase 2, WSP will submit a **preliminary report to the City of Temiskaming Shores**, highlighting the findings from the baseline analysis, consultation with the different stakeholders and the market scan review. This report will be **reviewed by the City of Temiskaming's project team**, which will provide preliminary comments. The following deliverables will build off this preliminary report.

PHASE 3: TRANSITION SCENARIOS

Timeline: To be completed 14 weeks after project initiation

TASK 3.1 – ZEV TRANSITION SCENARIOS

Based on the fleet operations review, the conclusion from the stakeholder engagement and the compilation of the market scan, our team will work to develop different **zero-emission vehicle adoption scenarios** which will consider the availability of the vehicles, zero-emission technologies to include, the planned replacement year of in-use vehicles as well as a proposed technology uptake rate.

We will consider the least disruptive pathway, in terms of aligning operational performance and specifications of ZEV with conventional internal combustion engine vehicles currently in the fleet (e.g., similar operating range, payload, daily utilization and cargo carrying volume).

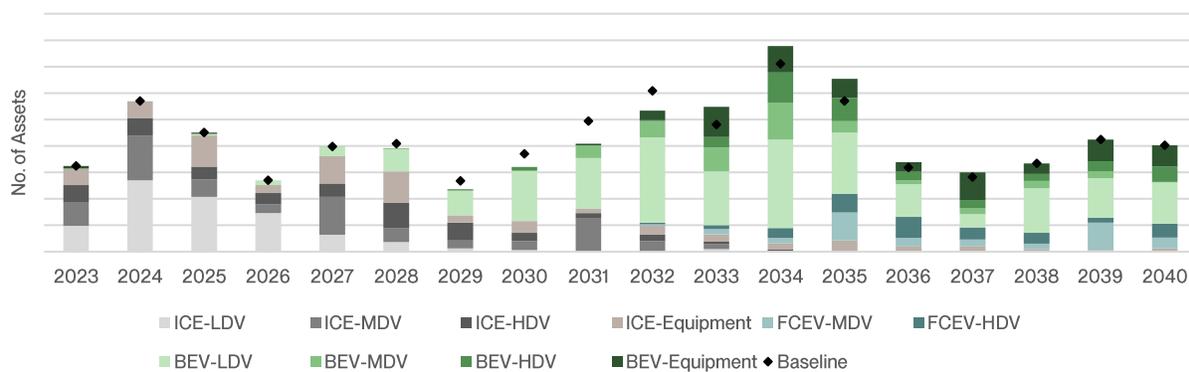
The development of these transition scenarios will consider the planned vehicle replacement cycle, to maximize the value of the current fleet while still facilitating a timely transition to zero-emission alternatives, reducing the operational cost and allowing for a smoother transition towards zero-emissions fleet. Inputs will be consolidated into the scenario planning tool from various stages outlined in the project methodology including:

1. Baseline Fleet – Lifecycle Cost Estimates
2. Green Fleet Technology – Lifecycle Cost Estimates
3. Fleet Emissions Modeling

The **agile green fleet scenario(s)** will also provide operational requirements from the proposed transition and information regarding the development of a charging infrastructure plan. This includes tracking the number of plug-in electric vehicles by year, charging needs and charging infrastructure type requirements (Level 1, Level 2 or Level 3-fast chargers, or hydrogen refueling stations, for example).

Typically two scenarios are developed: **A) currently available technology today [slow transition scenario]**, and **B) current available technology today and expected technology availability in the medium and long term [aggressive scenario]**. These scenarios will then allow the City to understand where it can fall anywhere between these two scenarios, identifying how it can slow or accelerate its transition at any time within the plan, and the implications of doing so.

The following graphic demonstrates a recent green fleet strategy that our team created for another client. This transitions away from internal combustion engines gradually, based on their vehicle replacement cycles, leading to an eventual uptake of zero-emissions vehicles. This is realistic, based on driver behaviour to learn and adapt to a new technology while meeting their climate targets by 2040. This was accompanied by a detailed list of assets to be replaced year over year.



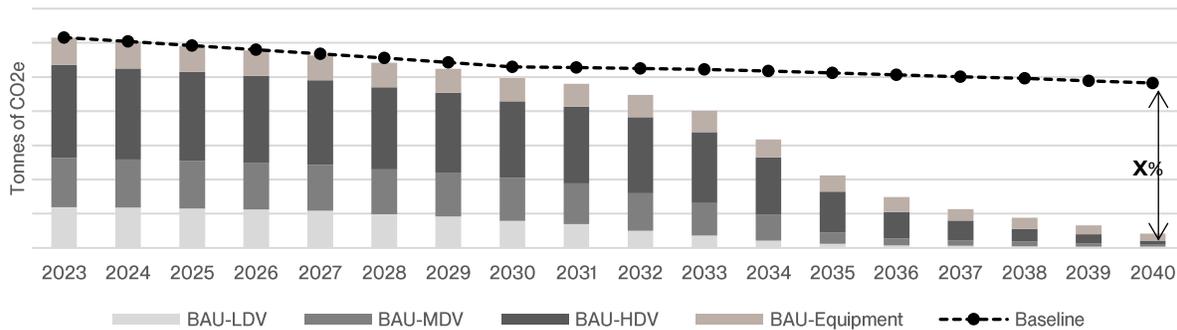
Example of a ZEV fleet replacement [purchase plan](#) overview for a client under an aggressive scenario
(note actual values are hidden for client confidentiality)

TASK 3.2 – SCENARIO FINANCIAL ANALYSIS AND GHG EMISSIONS REDUCTIONS

Once the transition scenarios are created, WSP will present the **financial and environmental impacts of the transition**. Utilizing the City’s fleet data, publicly available OEM data from the market scan and technology review, internal knowledge and experiences, WSP will model the capital and operating costs and the GHG emissions reductions for each scenario.

By understanding the capital expenses as well as the possible operational and environmental savings resulting from this municipal fleet transition, WSP will present a comparison of scenarios in terms of annual (year-of-expenditure) capital and operating costs as well as the GHG emissions reductions over the forecast period in the Green Municipal Fleet Transition Study.

The results of this modelling will **compare the transition scenarios against the business-as-usual (BAU)** case of continuing to operate / renew the fleet as current. This financial analysis will also include the investment expenditures and maintenance costs associated with the deployment of the charging stations across the City. The results of this Phase will be **presented to the City’s Climate Change Committee** in a consultation session, to demonstrate the findings and the potential preliminary application measures to achieve the expected reductions.



Example of a green fleet strategy GHG emissions reduction for a client under an aggressive scenario
(note actual values are hidden for client confidentiality)

Key Milestones: During the completion of Phase 3, WSP will schedule a consultation session with the **City of Temiskaming Shores’ Climate Change Committee**, outlining findings to date and presenting the preliminary scenarios. This session will be crucial to ensure the proposed scenarios are aligned with the City’s GHG reduction expectations.

PHASE 4: TRANSITION RECOMMENDATIONS

Timeline: To be completed 16 weeks after project initiation

ADDITIONAL STRATEGIES

This plan will also include **alternative strategies to reduce GHG emissions**, including, but not limited to, downsizing and rightsizing the fleet, renewable energy integration, smart charging and open charge point protocol, and corporate vehicle-sharing systems.

IMPLEMENTATION PLANNING RECOMMENDATION

This Green Fleet Study will be concluded with the development of implementation and planning recommendations. Those recommendations will highlight the different results from the stakeholder

engagements, the current state review, and the proposed transition scenario. The implementation planning recommendation will also address the potential barriers that could potentially slow the transition and the installation of the charging station, as well as proposing, when possible, mitigation measures to ensure the City is empowered to overcome those barriers. The plan will include equity considerations from the stakeholder interviews. A funding and financing scan will be completed to provide the City of Temiskaming Shores overview of the funding opportunities to leverage for the implementation of the project, **for example exploring FCM capital funding** and federal grants. In our experience, if FCM planning funding has been given for this study, the City will be better positioned to receive capital funding.

The plan will also state the required next steps to implement along with key impacts to GHG emissions and operating and capital budgets.

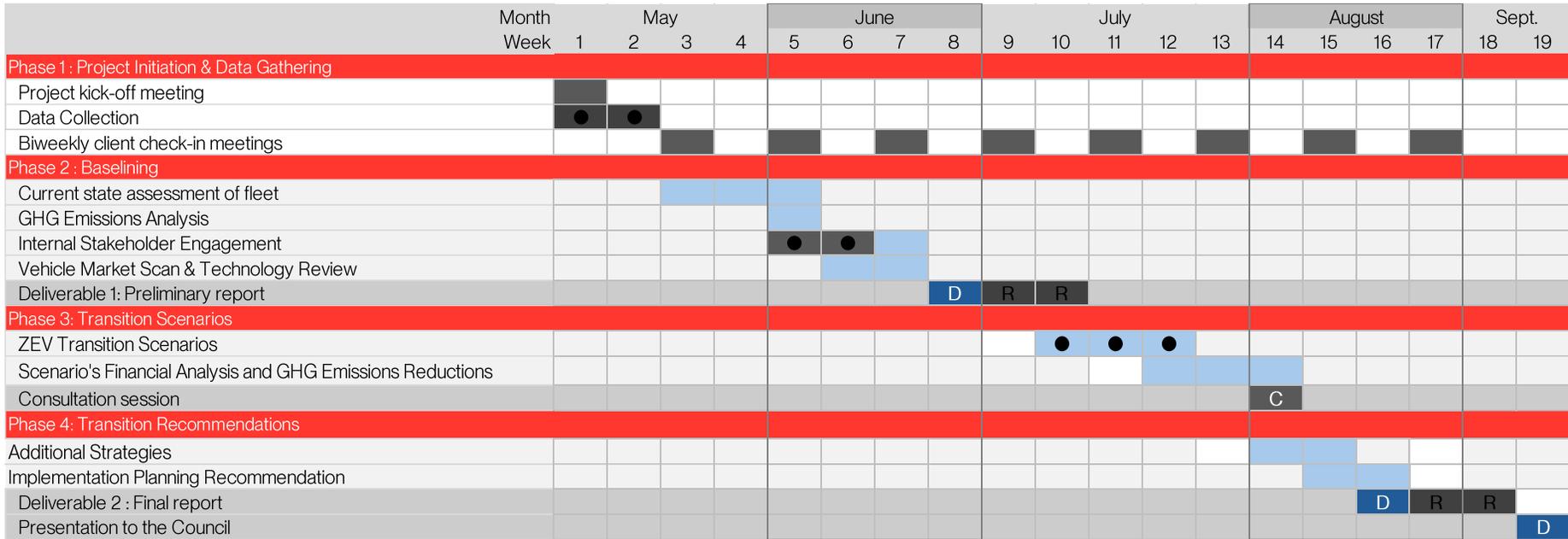
Key Milestone: Following the completion of Phase 4, WSP will submit a **final report** to the City of Temiskaming Shores, presenting the final Green Municipal Fleet study. This final report will be **reviewed by the City’s project team** and will be **presented to City Council** by WSP.

3.3 PROPOSED TIME-TASK MATRIX

	Resource Title	Project Director	Project Manager	Technical Lead	Technical Advisor	Activity / Task / Deliverable Total
	Resource Name	Mara Bullock	Micha Gutmanis	Shan Campeau / Eshita Swain	Julian Fernandez-Orjuela / Saumya Bhasvar	
Total Project Hours		8	106	198	85	397
Phase 1: Project Initiation & Data Gathering		0	28	31	16	75
Project kick-off meeting			2	5	2	9
Data Collection			1	3	1	5
Biweekly client check-in meetings			10	15	5	30
Weekly internal meetings & project management			15	8	8	31
Phase 2: Baselineing		1	25	65	28	119
Current state assessment of fleet			3	20	8	31
GHG Emissions Analysis			2	5	5	12
Internal Stakeholder Engagement			15	15	1	31
Vehicle Market Scan & Technology Review			1	15	10	26
Deliverable 1: Preliminary report		1	4	10	4	19
Phase 3: Transition Scenarios		1	15	61	20	97
ZEV Transition Scenarios			8	35	10	53
Scenario Financial Analysis and GHG Emissions Reductions			4	20	8	32
Interim Presentation on Green Fleet Scenarios		1	2	3	1	7
Consultation session with Climate Change Team			1	3	1	5
Phase 4: Transition Recommendations		6	38	41	21	106
Additional Strategies (smart charging, OCPP, vehicle sharing, etc.)		2	8	8	4	22
Final Transition Planning Recommendations			5	8	6	19
Deliverable 2: Final report		3	10	15	10	38
Presentation to the Council		1	15	10	1	27

3.4 PROPOSED SCHEDULE

The proposed schedule is presented below. This schedule will see the completion of this Green Municipal Fleet Study in 19 weeks, including dedicated time for the City’s project team to review and provide feedback to the deliverables. It should be noted that the WSP team has the resources to initiate the project as early as April 1st, if required by the City.



● Critical Path Activities ■ WSP's Task C Consultation session
 ■ City's Involvement D Deliverable R Review

4 VALUE ADD

Below is a list of **added value already included in our methodology and fee proposal**, that we believe would greatly benefit the City of Temiskaming Shores in its endeavours to reduce corporate fleet emissions.

DEMONSTRATED TOOLS AND IMPLEMENTATION PLANNING

Our internal **Green Fleet Modelling Tool**, which can be aligned with corporate emissions reduction targets and appetite for change, the **Market Scan Database** that feeds into this tool, and the resulting **GHG Reduction and Cost Analysis outputs** have been developed over multiple years, working with private and public stakeholders. WSP is proud to have perfected its tools to offer an applicable, concrete plan that will provide the City of Temiskaming Shores with concrete results.

POTENTIAL FUNDING SOURCES

As part of the *final recommendation*, grant, funding and financing opportunities will be reviewed to inform a strategy for both the vehicle procurement, as well as dedicated charging infrastructure investment. This summary of the **available funding and potential financing sources** will help the City understand the possible funding streams available, such as those from FCM capital funding, Transport Canada's iZEV and iMHZEV programs, and additional alternative funding sources to leverage.

INTERNATIONAL BEST PRACTICES SUPPORT

While our core team is based in Canada, WSP's knowledge and power is present at an international scale. Our project team will be in contact with **international subject matter experts**, when and if required, to ensure the **best solution and tailored transition plan** is presented to the City of Temiskaming Shores. This international network allows WSP to be at the forefront of new technologies and provide the most up-to-date recommendations through our updated market and technology scan.

5 POTENTIAL NEXT STEPS

To remain competitive, WSP is providing a proposal based on the requirements from the RFP (with the inclusion of the **Value Add – Section 4**). However, through our diverse project experience, WSP realized the importance of adopting a holistic approach when implementing corporate fleet transition projects. WSP is proud to offer additional services to continue to support the City of Temiskaming in its fleet transition journey. These additional services would be discussed with the City's project team for an additional fee, and could include:

- **Site Analysis**
 - **Site Capacity Analysis:** Once the transition plan is completed, WSP may help identify the capacity required at each site to accommodate the electric vehicles and their charging infrastructure. This will help understand the additional service required (if any). By analyzing the service requirements to support the fleet transition, WSP will be able to understand the capacity required by the selected location to ensure operations continuity and engage in discussions with the utility company.
 - **Electrical Designs for Facility Locations:** Following the identification of the potential charging location for the City's fleet, WSP will provide high-level site plans for the installation of the chargers at the different locations. Those plans will highlight the different proposed locations, the number of charging infrastructure, the number of charging ports, as well as the year those chargers should be in service. Those plans will serve as a basis for future design and construction work for implementing the chargers.
- **Telematics Integration**
 - **Integration support and recommendations:** WSP has experience working with Fleet Telematics service providers (Geotab, for example), and would be happy to support the integration of such devices in the City's fleet. The uses of telematics would help the City leverage additional data information, allowing the City to continue to assess the operations of the fleet.
- **Public Charging Strategy**
 - WSP has experience working with different municipalities to provide recommendations on the deployment of public-facing charging infrastructure, including location, type of infrastructure, measures to ensure equitable access to the public infrastructure, etc. Public EV charging strategies helps Cities support the transition to personal zero-emission vehicles through policy and planning.

**City of Temiskaming Shores
RS-RFP-001-2025
Green Municipal Fleet Study
Form of Proposal**

Each Proposal should contain the legal name under which the Proponent carries on business, telephone number and email, as well as the name or names of appropriate contact personnel which the City may consult regarding the Proposal. I/We, the undersigned, have carefully examined the attached documents and conditions of the Proposal. I/We understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labour, apparatus and documentation as are required to satisfy this Proposal.

We/I hereby offer to enter into an agreement for the services, as required in accordance with the Proposal for a price of (must be CDN funds and without HST):

Bid Form	Amount
Green Municipal Fleet Study as per Scope of Work (exclusive of HST)	\$ 59,718.00

Acknowledgement of Addenda

I/We have received and allowed for ADDENDA NUMBER 1 in preparing my/our proposal.

Company Name: WSP Canada Inc.

Contact Name (Print): Micha Gutmanis

Mailing Address: 25 York Street, Toronto, ON M5J 2V5

Phone Number: +1 647-598-0737

Email Address: michelle.gutmanis@wsp.com

Bidder's Authorized Official (Print): Micha Gutmanis

Title: Manager, Sustainable Mobility

Authorizing Signature: 

Date: 20 February, 2025

Form 1 to be submitted.

**City of Temiskaming Shores
RS-RFP-001-2025
Green Municipal Fleet Study**

Non-Collusion Affidavit

I/ We WSP Canada Inc. the undersigned am fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such bid.

Such bid is genuine and is not a collusive or sham bid.

Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed bid.

The price or prices proposed in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The bid, quotation or proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Date: 20 Feb 2025

Bidder's Authorized Official: Micha Gutmanis

Title: Manager, Sustainable Mobility

Company Name: WSP Canada Inc.

Authorizing Signature: 

Form 2 to be submitted.

**City of Temiskaming Shores
RS-RFP-001-2025
Green Municipal Fleet Study**

Conflict of Interest Declaration

Please check appropriate response:

I/We hereby confirm that there is not nor was there any actual perceived conflict of interest in our Proposal submission or performing/providing the Goods/Services required by the Agreement.

The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's Proposal submission or the contractual obligations under the Agreement.

List Situations:

In making this Proposal submission, our Company has / has no *(strike out inapplicable portion)* knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the RFP process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

20 Feb 2025

Date:

Micha Gutmanis

Bidder's Authorized Official:

Manager, Sustainable Mobility

Title:

Company Name:

WSP Canada Inc.

Authorizing Signature:



Form 3 to be submitted.

**City of Temiskaming Shores
RS-RFP-001-2025
Green Municipal Fleet Study**

Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement

I/We, by our signature below, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*. If requested, we are able to provide written proof that all employees have been trained as required under the act.

This regulation establishes accessibility standards for customer service as it applies to every designated public sector organization and to every person or organization that provides goods or services to members of the public or other third parties and that have at least one employee in Ontario.

Date: 20 Feb 2025 _____

Bidder's Authorized Official: Micha Gutmanis _____

Title: Manager, Sustainable Mobility _____

Company Name: WSP Canada Inc. _____

Authorizing Signature:  _____

I, Micha Gutmanis, declare that I, or my company, are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005.

OR

I, _____, declare that I, or my company, are **NOT in full compliance** with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005, yet fully agree to meet the required compliance training standards on or before the delivery of the required goods and/or services. In an effort to assist non-compliant vendors, please visit: <https://www.ontario.ca/page/how-train-your-staff-accessibility>.

Form 4 to be submitted.

The Corporation of the City of Temiskaming Shores

By-law No. 2025-040

Being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for the Committee of the Whole Meeting on April 1, 2025, and for the Regular meeting on April 15, 2025

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

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

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

Whereas 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 **April 15, 2025**, 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 actions of the Council at its Committee of the Whole meeting held on **April 1, 2025**, with respect to each recommendation 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.
3. 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 15th day of April, 2025.

Mayor

Clerk