



**The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, March 7, 2023 – 6:00 p.m.
City Hall – Council Chambers – 325 Farr Drive**

Agenda

Land Acknowledgement

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

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

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

6. Review and adoption of Council Minutes

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

- a) Regular Meeting of Council – February 21, 2023

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

8. Question and Answer Period

9. Presentations / Delegations

- a) Municipal Asset Management Plan Overview – Jeremie Latour, CET,
Engineering Technologist - City of Temiskaming Shores

10. Communications

- a) Mitch McCrank, Manager of Transportation Services, City of Temiskaming
Shores

Re: Notice of Commencement – Transportation Study

Reference: Received for Information

- b) Dr. Glenn Corneil, Acting Medical Officer of Health, Timiskaming Health
Unit

Re: Psychological Health and Safety in the Workplace

Reference: Received for Information

- c) The Honourable Caroline Mulroney, Minister of Transportation

Re: 2022-2023 Gas Tax Program Funding Allocation

Reference: Received for Information

- d) James Smith, Manager – Earlton-Timiskaming Regional Airport/Loomex Group

Re: January 2023 – Manager’s Report & January 2023 Financials

Reference: Received for Information

- e) Peter D. Henry, Director, Crown Forests and Lands Policy Branch, Ministry of Natural Resources

Re: Amendments to Ontario Regulation 161/17 – Public Lands Act

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 Communications Items 10 a) through e) in accordance with agenda references.

11. Committees of Council – Community and Regional

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

- a) Minutes of the Earlton-Timiskaming Regional Airport meeting held on January 16, 2023;

- b) Minutes of the Timiskaming Health Unit Board of Health meeting held on January 25, 2023;

- c) Minutes of the Temiskaming Shores Public Library Board meeting held on January 25, 2023; and
- d) Minutes of the Temiskaming Transit Committee meeting held on February 16, 2023

12. Committees of Council – Internal Departments

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

- a) Minutes of the Protection to Persons and Property meeting held on February 15, 2023; and
- b) Minutes of the Public Works Committee meeting held on February 15, 2023

13. Reports by Members of Council

14. Notice of Motions

15. New Business

- a) **Request for Support – Phlebotomy Services**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Whereas Council of the City of Temiskaming Shores hereby supports the Board of Directors of the Centre de sante Communautaire du Temiskaming regarding its concerns brought to the Minister of Health of Ontario regarding limited phlebotomy services in the North end of the District of Timiskaming; and

Further that this resolution be forwarded to the Honourable Sylvia Jones, Minister of Health of Ontario, MPP John Vanthof; the Executive Director and the Board of Directors of the Centre de sante Communautaire du Temiskaming.

b) **Administrative Report - CS-007-2023 – Procedural By-Law**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-007-2023;

That Council directs staff to prepare the necessary by-law to repeal and replace By-Law 2008-160, as amended being a Procedural By-law for the City of Temiskaming Shores for consideration of First and Second Reading at the March 7, 2023 Regular Council meeting.

c) **Administrative Report CS-008-2023 – Lease – Haileybury Family Health Team**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-008-2023;

That Council directs staff to prepare the necessary by-law to enter into a one (1) year lease agreement with a 2% increase to the rental rates for use of office space by the Haileybury Family Health Team at the Haileybury Medical Centre for consideration at the March 7, 2023 Regular Council meeting.

d) **Administrative Report CS-009-2023 – Part Lot Control Exemption: 2373775 Ontario Inc**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-009-2023; and

That Council directs staff to prepare the necessary by-law to grant an exemption to the part-lot control provisions of the Planning Act on the lands described as: Part of PIN 61339-0756, Part of Block C Plan M79NB, Parts 1 and 2 Plan 54R-6262; Temiskaming Shores; District of Timiskaming; for consideration during the by-law portion of the March 7, 2023 Regular Council meeting.

e) **Administrative Report CS-010-2023 – Planning Fees Update**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-010-2023;

That Council agrees to amend Schedule “E” to By-law 2012-039, being a by-law to adopt a schedule of department user fees and service charges and to repeal By-law 2012-056, being a by-law to prescribe a tariff of fees for the processing of planning applications made in respect to planning matters, and By-laws 2016-020 and 2019-112, both being by-laws to amend Schedule “E” to By-law 2012-056;

That Council directs staff to prepare the necessary by-law to amend By-law 2012-039 – Schedule “E” Planning, By-law and Building Services for consideration at the March 7, 2023 Regular Council meeting.

f) **Memo No. 006-2023-CS – Gas Tax Allocation 2023/2023**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 006-2023-CS;

That Council directs staff to prepare the necessary by-law to enter into an agreement with His Majesty the King in right of the Province of Ontario, as represented by the Minister of Transportation for the Province of Ontario for the dedicated Gas Tax Funds for Public Transportation Program for consideration at the March 7, 2023 Regular Council meeting.

g) **Memo No. 007-2023-CS – Safe Restart Agreement – Phase 4 Funding**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 007-2023-CS;

That Council directs staff to prepare the necessary by-law to enter into an agreement with His Majesty the King in right of the Province of Ontario, as represented by the Minister of Transportation for the Province of Ontario for the Safe Restart Agreement Phase 4 funding for Municipal Transit for consideration at the March 7, 2023 Regular Council meeting.

h) Administrative Report PW-001-2023 – Annual Water Reports

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-001-2023, more specifically Appendices 01 and 02 being the 2022 Annual Reports for the water systems within the municipality in accordance with Schedule 22 of O. Reg. 170/03 being a regulation under the Safe Drinking Water Act; and

That Council hereby directs staff to notify the public of the availability of the 2022 Annual Reports in the Water System Binders located at the municipal office (325 Farr Dr.); and posted on the municipal website; and

Further that Council directs staff to forward a copy of Administrative Report PW-001-2023 to the Ministry of Environment, Conservation and Parks, Safe Drinking Water Branch - North Bay for their records.

i) Memo No. 004-2023-PW – Extension of Agreement – Asphalt Patching

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 004-2023-PW; and

That Council directs staff to prepare the necessary by-law to amend By-Law 2022-053 to extend the agreement with Miller Paving for the provision of asphalt patching services for 2023 at a price of \$59.50/ 50 mm thickness and \$107.10/90mm thickness plus applicable taxes for consideration at the March 7, 2023 Regular Council meeting.

j) **Memo No. 005-2023-PW – Extension of Agreement – Line Painting**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 005-2023-PW; and

That Council directs staff to prepare the necessary by-law to amend By-Law 2022-052 to extend the agreement with Miller Maintenance for the supply and application of Roadway Centre and/or Edge Line Painting services at various locations within the City of Temiskaming Shores for 2023 at a price of 0.413/linear metre plus applicable taxes for consideration at the March 7, 2023 Regular Council meeting.

k) **Administrative Report RS-004-2023 – North on Tap 2023**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-004-2023; and

That Council approves the request from North On Tap for the use of municipal land on Saturday July 8th, 2023, as well as, the provision of various in-kind services including set-up and take down of the event, supply of various equipment and provision of free boat docking the day of the event.

16. By-Laws

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that:

By-law No. 2023-022 Being a by-law to adopt a Procedural By-law and hereby repeal By-Law 2008-160, as amended and all associated amendments (**First and Second Reading**)

- By-law No. 2023-023 Being a by-law to authorize the entering into a Lease Agreement with the Haileybury Family Health Team for the rental of space at the Haileybury Medical Centre
- By-law No. 2023-024 Being a by-law to remove part lot control from Part of Block C, Plan M79NB, Temiskaming Shores
- By-law No. 2023-025 Being a by-law to amend By-law No. 2012-039, as amended, to adopt Schedules of Departmental User Fees and Services for the City of Temiskaming Shores: Schedule “E” Planning, By-law and Building Services, and to repeal By-laws 2012-056, 2016-020, and 2019-112
- By-law No. 2023-026 Being a by-law to authorize the execution of a funding agreement between His Majesty the King in Right of Ontario, represented by the Minister of Transportation for the Province of Ontario related to funding provided by the Province under the Dedicated Gas Tax Funds for Public Transportation Program - 2023
- By-law No. 2023-027 Being a by-law to Authorize the Execution of the Transfer Payment Agreement between His Majesty the King in Right of Ontario, represented by the Minister of Transportation for the Safe Restart Agreement (SRA): Phase 4 Municipal Transit Funding
- By-law No. 2023-028 Being a by-law to amend By-Law 2022-053 to enter into an agreement with Miller Paving Limited for the supply of labour, equipment and material for Asphalt Patching Services
- By-law No. 2023-029 Being a by-law to amend By-law 2022-052 to enter into an agreement with Miller Maintenance, A Division of Miller Paving Limited for the provision of Roadway Centre and Edge Line Painting Services

be hereby introduced and given first and second reading.

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that:

By-law No. 2023-023

By-law No. 2023-024

By-law No. 2023-025

By-law No. 2023-026

By-law No. 2023-027

By-law No. 2023-028; and

By-law No. 2023-029

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

17. Schedule of Council Meetings

- a) Regular Meeting of Council – March 21, 2023 at 6:00 p.m.
- b) Committee of the Whole – April 4, 2023 at 3:00 p.m.

18. Question and Answer Period

19. Closed Session

20. Confirming By-law

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that By-law No. **2023-030** 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 7, 2023** be hereby introduced and given first and second reading.

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that By-law No. **2023-030** be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

21. Adjournment

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, February 21, 2023 – 6:00 p.m.
City Hall – Council Chambers – 325 Farr Drive

MINUTES

Land Acknowledgement

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

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

1. Call to Order

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

2. Roll Call

Council: Mayor Jeff Laferriere; Councillors Jesse Foley, Ian Graydon, Nadia Pelletier-Lavigne, Danny Whalen, and Mark Wilson

Present: Amy Vickery, City Manager
Kelly Conlin, Municipal Clerk
Shelly Zubyck, Director of Corporate Services
Matt Bahm, Director of Recreation
Steve Burnett, Manager of Environmental Services
Steve Langford, Fire Chief
Brad Hearn, IT Administrator

Regrets: Councillor Melanie Ducharme

Media: 2

Members of the Public: 15

3. Review of Revisions or Deletions to Agenda

None

4. Approval of Agenda

Resolution No. 2023-042

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Wilson

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

Councillor Pelletier-Lavigne has declared an in-direct Conflict of Interest on Communications Item 10 b); Request for Support; as she is employed by the Centre de Sante Communautaire du Temiskaming.

6. Review and adoption of Council Minutes

Resolution No. 2023-043

Moved by: Councillor Wilson

Seconded by: Councillor Graydon

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

- a) Regular Meeting of Council – February 7, 2023

Carried

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

a) Potential Disposition of Land

Applicant: Abdul Khaliq

Property: Portion of Dymond Crescent

Purpose: The Applicant is seeking to purchase a portion of Dymond Crescent to join two individually owned properties to facilitate the development of a Residential Rental project.

Mayor Laferriere outlined the purpose of the public meeting is to present to Council and the public details related to proposed disposition of land, and that the meeting also allows the public to provide comments on the proposed disposition prior to Council making a final decision. Mayor Laferriere declared an open public meeting and requested the Clerk, Kelly Conlin outline the details of the proposed disposition.

As part of the presentation by the Clerk, municipal staff comments were reviewed related to this disposition and potential future development being proposed. The presentation noted that any development proposals relating to the owned adjacent properties and/or Dymond Crescent will be subject to any required Planning applications. This may include a Zoning By-Law amendment and site plan control and that when considering the application that the deeming of the section of Dymond Cres be conditional on an approved site plan, development, and construction. A firm conditional provision could also be built into the transfer (if approved) along with a sunset clause to ensure the parcel described as Lots 215-223 on Plan M29NB does not become landlocked should the development not proceed.

The Clerk also reviewed the written comments received from the Northdale Manor and Barry Waitt who submitted comments on behalf of a resident in the area.

Following the Clerk's presentation, Land Developer, John Knifton made a presentation on the proposed development for the area.

The Mayor then welcomed members of the public to the podium to speak to this disposition.

Barry Waitt clarified comments that he made in his letter relating to the disposition of land. He requested that more information be made available to the residents in the area relating to the development prior to Council making a final decision on the sale of land, and further inquired whether neighbouring properties would be provided an opportunity to purchase a section of Dymond Crescent to create a buffer.

Nancy Pedersen of the Northdale Manor requested information relating to the specific location requested by the developer; as the Northdale Manor is interested in a portion of the lane as well for Emergency Exit purposes.

Nancy Pedersen also requested information relating to the proximity of the development to the property line belonging to the Northdale Manor; and further what the plan is going to address the steep grade of land where the development is being proposed.

Mayor Laferriere inquired if there were any comments from members of Council. Councillor Whalen questioned whether the city would retain the portion of Dymond Crescent for the purposes of services. The Manager of Environmental clarified that there currently no municipal services on that portion of Dymond Crescent. Council Wilson requested information relating to landscaping portion of the development. Councillor Graydon asked if the larger of the two properties was “land-locked” and confirmed that their intent is to permit access to the proposed development off of Davison Street.

Resolution No. 2023-044

Moved by: Councillor Whalen

Seconded by: Councillor Graydon

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

That Council directs staff to prepare an administrative report related to the potential disposition of land with for a portion of Dymond Crescent, to outline the comments received at the Public Meeting held on February 21, 2023, and to provide the options available to Council for consideration at a future Council meeting.

Carried

b) Potential Disposition of Land

Applicant: Northern College

Property: Ethel Street/Hardy Avenue

Purpose: The applicant is seeking to purchase a portion of Ethel Street to include the remaining portion of the land into Northern College holding to maintain access onto the remainder of the property. In doing so, the unopened portion of Hardy Avenue would be considered land-locked, therefore the municipality requested the applicant consider the acquisition of Hardy Avenue.

Mayor Laferriere outlined the purpose of the public meeting is to present to Council and the public details related to proposed disposition of land, and that the meeting also allows the public to provide comments on the proposed disposition prior to Council deciding. Mayor Laferriere declared an open public meeting and requested the Clerk, Kelly Conlin outline the details of the proposed disposition.

As part of the presentation by the Clerk, municipal staff comments were reviewed related to this disposition, as well as comments that were provided in writing from members of the public.

The Mayor then welcomed members of the public to the podium to speak to this disposition.

Peter McNaughton who resides on Latchford St., was questioning the sale of the portion of the road allowance known as Hardy Avenue. Mayor Laferriere stated that the road allowance would become part of the landholdings of Northern College, as leaving it as it would leave that portion of roadway “land-locked”. The Mayor clarified that Northern College has not identified any plans to develop that property.

Peter also questioned whether this would impact their taxes as owners of lots on Hardy Avenue now that there would be no access. City Manager Amy Vickery clarified that taxes would remain unchanged.

Mayor Laferriere inquired if there were any comments from members of Council. Councillor Wilson questioned if Hardy Avenue was a full 66’ road allowance, which was confirmed.

Resolution No. 2023-045

Moved by: Councillor Foley

Seconded by: Councillor Wilson

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

That Council directs staff to prepare an administrative report related to the potential disposition of land with for a portion of Ethel Street and Hardy Avenue, to outline the comments received at the Public Meeting held on February 21, 2023, and to provide the options available to Council for consideration at a future Council meeting.

Carried

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

8. Question and Answer Period

None

9. Presentations / Delegations

None

10. Communications

- a) Michelle Caron, Communications and Executive Coordinator, DTSSAB

Re: Q4 2022 Report and Board Announcement Media Release

Reference: Received for Information

- b) Guy Bilodeau, Board Chair, Centre de Sante Communautaire du Temiskaming

Re: Request for Support, Concerns with limited Phlebotomy Services; Letter to the Honourable Sylvia Jones, Minister of Health of Ontario

Reference: Received for Consideration of Support

Resolution No. 2023-046

Moved by: Councillor Graydon

Seconded by: Councillor Whalen

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

Carried

11. Committees of Council – Community and Regional

Resolution No. 2023-047

Moved by: Councillor Graydon

Seconded by: Councillor Wilson

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

- a) Minutes of the District of Timiskaming Social Services Administration Board meeting held on January 19, 2023

Carried

12. Committees of Council – Internal Departments

Resolution No. 2023-048

Moved by: Councillor Foley

Seconded by: Councillor Whalen

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

- a) Minutes of the Climate Change Committee meeting held on January 24, 2023; and
- b) Minutes of the Building Maintenance Committee meeting held on February 7, 2023

Carried

13. Reports by Members of Council

Councillor Whalen commented on how nice it was to see the transit buses back on the road.

Councillor Wilson provided an update in relation to transit and it being back up and running as full service, with this week being the implementation week. Councillor Wilson offered a thank you to DK Taxi, Voyago, Staff and the public for their patience during this time.

14. Notice of Motions

None

15. New Business

- a) **Memo No. CS-004-2023 – Deeming Application – E. Lavallee**

Resolution No. 2023-049

Moved by: Councillor Foley

Seconded by: Councillor Wilson

Whereas the owner of 29 King Street would like to merge lots on title through the adoption of a deeming by-law in compliance with the Planning Act to create one property with one Roll number; and

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

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby directs staff to prepare the necessary by-law to deem PLAN M67NB

LOTS 18 TO 30 PT LOTS 21 TO 29 BLK M PCLS 23207,13943, 11452SST to no longer be Lots on a Plan of Subdivision; and

Further that Council hereby directs staff to prepare the necessary Deeming By-law for consideration at the February 21, 2023 Regular Council meeting.

Carried

b) **Administrative Report CS-006-2023 – Disposition of Land – TIME Ltd.**

Resolution No. 2023-050

Moved by: Councillor Whalen

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-006-2023;

That Council directs staff to prepare the necessary by-laws to enter into an Offer of Purchase and Sale Agreement in the amount of \$4,250.00 plus all associated costs between the City of Temiskaming Shores as Vendor, and TIME Ltd. as the Purchaser, for consideration at the February 21, 2023 Regular Council meeting.

Carried

c) **Memo No. 005-2023-CS – Request for Lease of Laneway – District of Timiskaming Social Services Administration Board – 183 Broadwood Avenue - Zack's Crib**

Resolution No. 2023-051

Moved by: Councillor Whalen

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 005-2023-CS for information purposes; and

That Council for the City of Temiskaming Shores hereby denies the request from DTSSAB for the lease of the laneway adjacent to 183 Broadwood Avenue.

Carried

d) **Administrative Report RS-002-2023 – Bucke Park Operators**

Resolution No. 2023-052

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Graydon

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-002-2023;

That Council directs staff to prepare the necessary by-law to enter into an agreement with Sylvain G. Gelineau for services to operate Bucke Park in the amount of \$18,250 plus applicable taxes, for consideration at the February 21, 2023 Regular Council meeting; and further,

That Council directs staff to prepare a report and analysis of the long-term operator and lease option in alignment with the Recreation Master Plan.

Carried

e) **Administrative Report RS-003-2023 – Splash Pad Completion – RFP Award**

Resolution No. 2023-053

Moved by: Councillor Graydon

Seconded by: Councillor Wilson

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-003-2023;

That Council directs staff to include the Rotary Splash Pad project in the 2023 Capital Budget at an upset limit of \$235,000; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Diamond Head Sprinklers Inc. for the completion of the Rotary Splash Pad in the amount of \$225,000, plus applicable taxes, for consideration at the February 21, 2023 Regular Council meeting.

Carried

16. By-laws

Resolution No. 2023-054

Moved by: Councillor Graydon

Seconded by: Councillor Foley

Be it resolved that:

- | | |
|---------------------|---|
| By-law No. 2023-017 | Being a by-law designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision for 29 King Street |
| By-law No. 2023-018 | Being a by-law to authorize the Sale of Land being Lots 226-230 on Plan M73NB Bucke Township to TIME Ltd. |
| By-law No. 2023-019 | Being a by-law to enter into an Agreement with Sylvian Gelineau for the Operation of Bucke Park Campground for the 2023 Operating Season |
| By-law No. 2023-020 | Being a by-law to enter into an agreement with Diamond Head Sprinklers Inc. for the completion of the Rotary Splash Pad |

be hereby introduced and given first and second reading.

Carried

Resolution No. 2023-055

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Graydon

Be it resolved that:

By-law No. 2023-017

By-law No. 2023-018

By-law No. 2023-019; and

By-law No. 2023-020

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

Carried

17. Schedule of Council Meetings

- a) Regular Meeting of Council – March 7, 2023 at 6:00 p.m.
- b) Regular Meeting of Council – March 21, 2023 at 6:00 p.m.

18. Question and Answer Period

None

19. Closed Session

None

20. Confirming By-law

Resolution No. 2023-056

Moved by: Councillor Wilson

Seconded by: Councillor Foley

Be it resolved that By-law No. **2023-021** 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 **February 21, 2023** be hereby introduced and given first and second reading.

Carried

Resolution No. 2023-057

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Wilson

Be it resolved that By-law No. **2023-021** be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

21. Adjournment

Resolution No. 2023-058

Moved by: Councillor Foley

Seconded by: Councillor Graydon

Be it resolved that Council hereby adjourns its meeting at 7:20 p.m.

Carried

Mayor

Clerk

ASSET MANAGEMENT

City of Temiskaming Shores

2023 Overview of Municipal Asset Management Planning Regulation (O. Reg. 588/17)



WHAT IS ASSET MANAGEMENT

- What do we own?
- Where is it?
- What is it worth?
- What condition is it in?
- What needs to be done?
- When does it need to be done by?

Asset management is a process used in decision making.

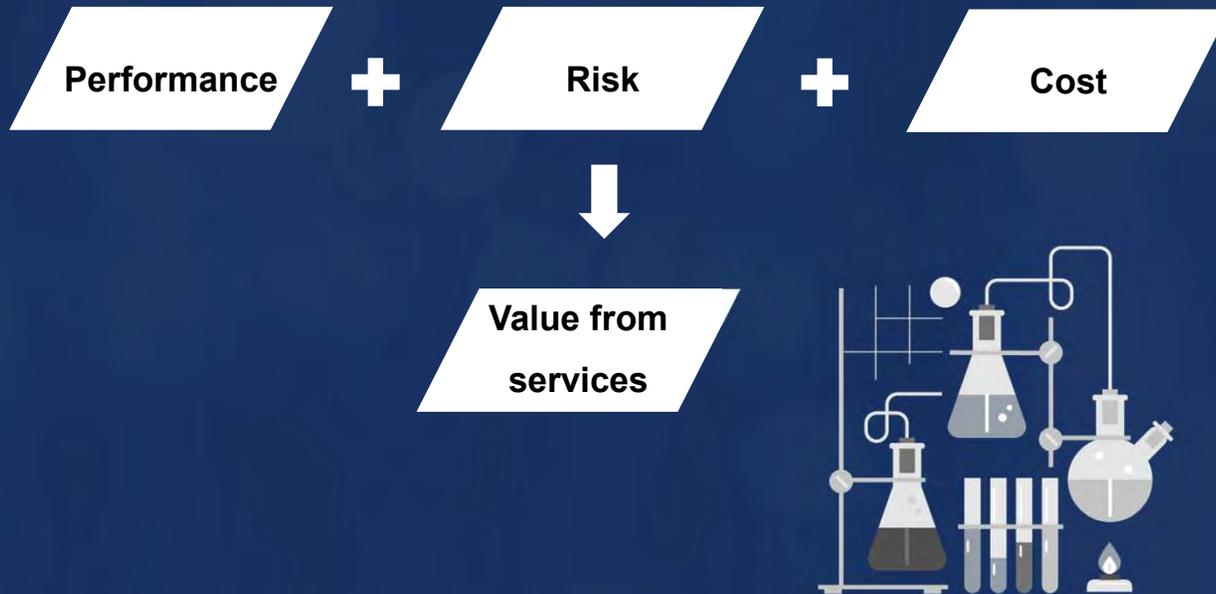
It helps us care for the infrastructure that delivers valuable services to our community, in a way that:

Considers services needs of our community

Manages risks and opportunities

Uses resources wisely

WHAT IS ASSET MANAGEMENT



#1 PERFORMANCE

Does it do what it is supposed to at the level expect?



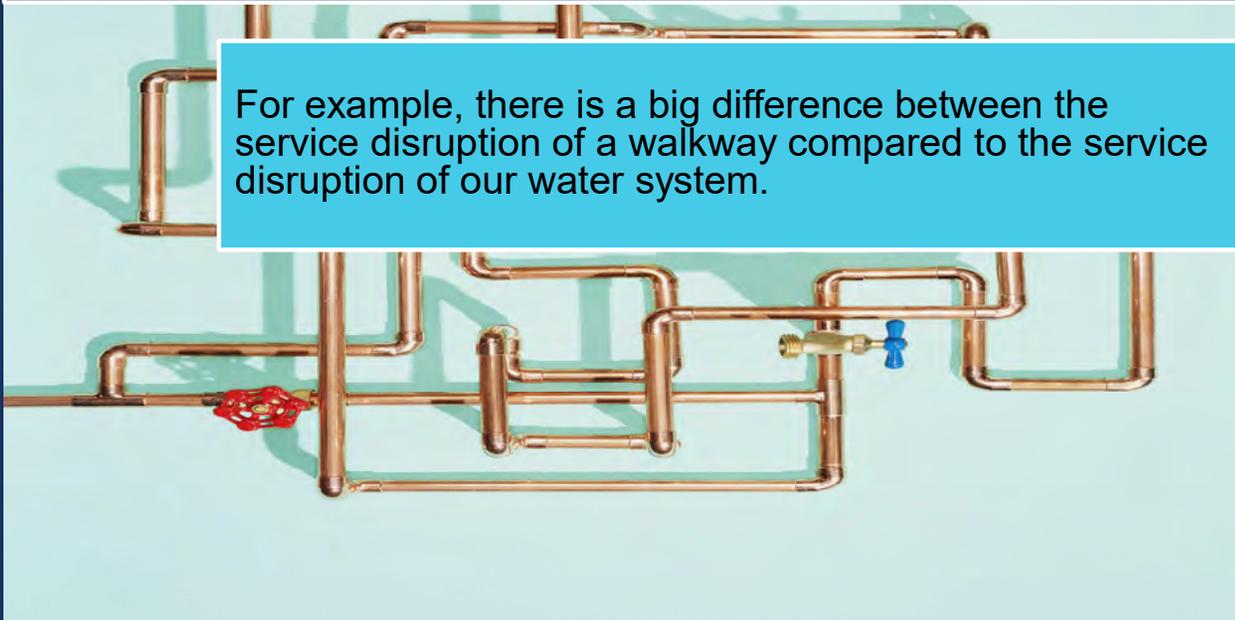
For example, my road gets plowed within 24 hours of a snowfall, not once a month.

#2 RISK

What is the likelihood of service failure?

What is the consequence of service failure?

For example, there is a big difference between the service disruption of a walkway compared to the service disruption of our water system.



#3 COST

How much money do we need to maintain and replace our assets?

For example,

\$ 1,000,000 to resurface 3 km of paved roads.

\$ 4,000,000 for a full reconstruction of the same road section.



ROLE OF COUNCIL

- Council's role is to establish strategic direction. This responsibility includes establishing levels of service and determining the commensurate resources through the budgeting process, cost-recovery targets and tax rates.
- It would be awesome to be able to provide endless A+ service delivery. However, the reality is that we must choose which services we are able to provide and to what degree given the limitations and constraints we live within.

ASSET MANAGEMENT

- December 2017, Province approved *Ontario Regulation 588/17*, a regulation dealing with *Asset Management Planning for Municipal Infrastructure*, made under the *Infrastructure for Jobs and Prosperity Act, 2015*
- New requirements for undertaking asset management planning
- Phase-in timelines for the preparation of new Asset Management Plans.

REGULATION OVERVIEW

Strategic Asset
Management Policy – July
2019

Asset Management Plan
(Phase 1) – July 2022

Asset Management Plan
(Phase 2) – July 2024

Asset Management Plan
(Phase 2) – July 2025

REGULATION OVERVIEW

Phase 1

Roads and Sidewalks
Bridges and Centerline Culverts
Water (Distribution and Treatment)
Wastewater (Collection and Treatment)
Stormwater

Current Levels of Service



Condition and Risk Assessments

Cost to Maintain Current
Levels of Service

REGULATION OVERVIEW

Phase 2

All Remaining Assets



Facilities, Parks, Active Trails, Fleet and Transit, Entrance Culverts, Street Lights and Signals, Street Signs, Guard Rails, etc.

Current Levels of Service



Condition and Risk Assessments

Cost to Maintain Current Levels of Service

REGULATION OVERVIEW

Phase 3

Completed Plan

Proposed Levels of Service
Lifecycle Management
Funding / Financial Planning to
fund activities that is required to
meet the Proposed Levels of
Service



PHASE I OVERVIEW (2022)

2015 Estimated Asset Data

Water System:

- 82 km Watermains
- 3500 Water Connections
- 775 Water Valves
- 460 Hydrants

Sanitary System:

- 70 km Sanitary Sewer
- 3500 Sanitary Connections
- 898 Maintenance Structures

Storm System:

- 52 km Storm Sewer
- 845 Catchbasins/Maintenance Structures

Transportation System:

- 221 lane km Paved Roadways
- 20 lane km Surface Treatment Roadways
- 245 lane km Gravel Roadways
- 42 km Sidewalks
- 9 Bridges
- 6 Large Diameter Culverts

2023 Actual Asset Data

Water System:

- 105 km Watermains
- 4300 Water Connections
- 1350 Water Valves
- 451 Hydrants

Sanitary System:

- 95 km Sanitary Sewer
- 4300 Sanitary Connections
- 1044 Maintenance Structures

Storm System:

- 64 km Storm Sewer
- 2058 Catchbasins/Maintenance Structures

Transportation System:

- 210 lane km Paved Roadways
- 30 lane km Surface Treatment Roadways
- 175 lane km Gravel Roadways
- 40 km Sidewalks
- 9 Bridges
- 6 Large Diameter Culverts

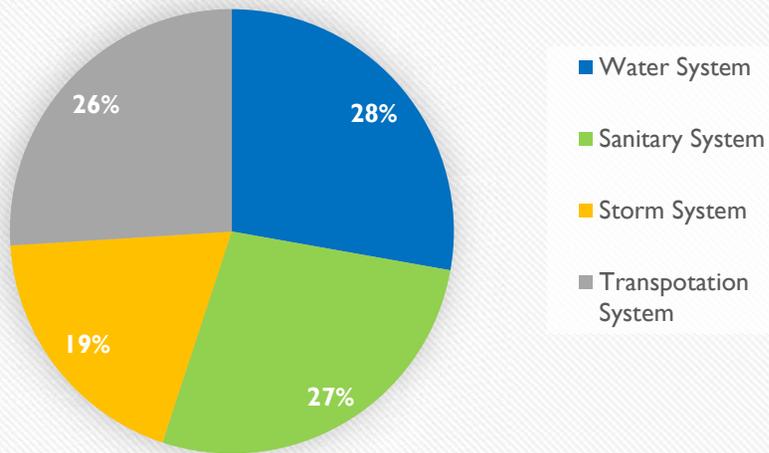
2022

Asset Management Plan – Phase 1



The Corporation of the
City of Temiskaming Shores

Asset Replacement Cost Percentage by Asset Category



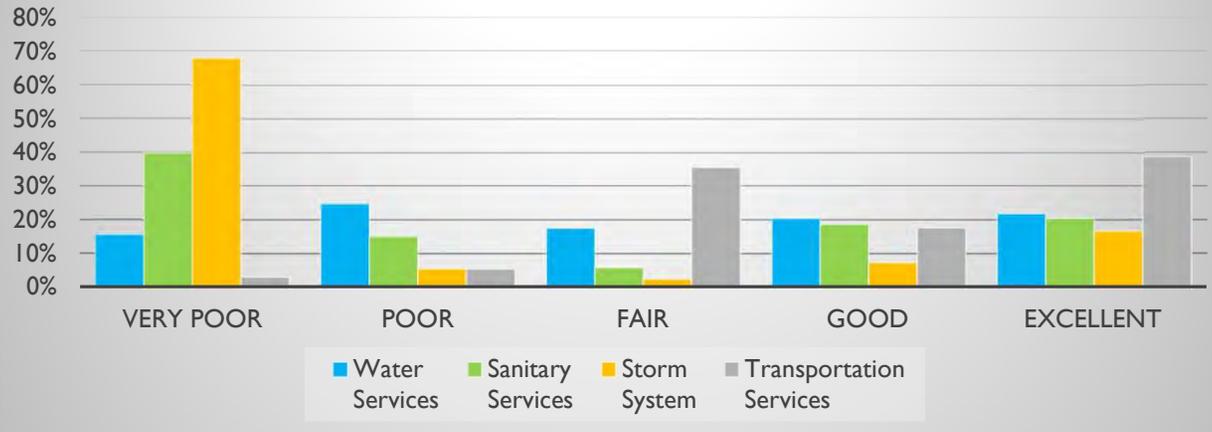
\$ 240,755,000

Asset Category	Replacement Cost
Water System	\$ 66,837,190.00
Sanitary System	\$ 65,586,785.00
Storm System	\$ 45,494,980.00
Transportation System	\$ 62,546,965.00

SYSTEM OVERVIEW – CORE ASSETS

- 105 km – Watermains with approx. 4300 service connections
- 1350 – Water Valves
- 451 – Hydrants
- 95.2 km – Sanitary Sewer
- 1044 – Sanitary Maintenance Structures
- 31 – Sanitary Specialized Valves
- 64.2 km – Storm Sewer
- 1895 – Catch Basins
- 163 – Storm Maintenance Structures
- 7.6 km – Centerline Culverts
- 1 – Storm Management System
- 210.3 lane km – Paved Roadways
- 30.8 lane km – Surface Treated Roadways
- 175.6 lane km – Gravel Roadways
- 40.4 km – Sidewalks
- 10 Bridges
- 6 Large Diameter Culverts
- 24 – Environmental Facilities

State of Infrastructure Assets (%)



SYSTEM OVERVIEW – CORE ASSETS

- 105 km – Watermains with approx. 4300 service connections
- 1350 – Water Valves
- 451 – Hydrants
- 95.2 km – Sanitary Sewer
- 1044 – Sanitary Maintenance Structures
- 31 – Sanitary Specialized Valves
- 64.2 km – Storm Sewer
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- 210.3 lane km – Paved Roadways
- 30.8 lane km – Surface Treated Roadways
- 175.6 lane km – Gravel Roadways
- 40.4 km – Sidewalks
- 10 Bridges
- 6 Large Diameter Culverts
- 24 – Environmental Facilities

C+

Asset Category	Financial Capacity	Asset Condition	Overall Grade
Water Services	C	C+	C+
Sanitary Services	C	C	C
Storm System	D+	C-	D+
Roads	B-	C+	B-
Bridges & Large Dia. Culverts	D	B	C
Sidewalks	B-	A	B+
Enviro. Facilities	C+	B	B-

Asset Management Plan – Phase I, 2022

- Replacement Cost
- Age Distribution
- Asset Material and Size
- Level of Risk
- Lifecycle Activities
- Lifecycle Intervention Strategies
- Condition Report Card
- Performance Measures Analysis

www.temiskamingshores.ca

SYSTEM OVERVIEW – CORE ASSETS

105 km – Watermains with approx. 4300 service connections

1350 – Water Valves

451 – Hydrants

95.2 km – Sanitary Sewer

1044 – Sanitary Maintenance Structures

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210.3 lane km – Paved Roadways

30.8 lane km – Surface Treated Roadways

175.6 lane km – Gravel Roadways

40.4 km – Sidewalks

10 Bridges

6 Large Diameter Culverts

24 – Environmental Facilities



PHASE 2 PLANNING (2024)

Asset Management Plan – Phase 2, 2024

- Solid Waste
- Buildings & Facilities
- Parks & Land Improvements
- Fleet & Transit
- Machinery & Equipment

- Replacement Cost
- Age Distribution
- Asset Material and Size
- Level of Risk
- Lifecycle Activities
- Lifecycle Intervention Strategies
- Condition Report Card
- Performance Measures Analysis

REMAINING ASSETS

Entrance Culverts

Streetlights

Traffic Signals

Street Signs

Guard Rails

Fleet and Transit Vehicles

Solid Waste (waste bins)

Active Trails

Parks

All Buildings and Facilities

Machinery and Equipment

Approximate Value:

\$ 110,000,000



THANK YOU!

NOTICE OF STUDY COMMENCEMENT CITY OF TEMISKAMING SHORES TRANSPORTATION STUDY

THE STUDY

The City of Temiskaming Shores is initiating a Transportation Study to investigate the current transportation network related problems within the City; particularly two of its downtown cores. The Transportation Study will be the City’s blueprint for strategic transportation planning and direction for the future. The Transportation Study will establish a transportation system to better serve residents, employers, employees, and visitors while accommodating all modes of transportation (e.g., public transit, commuter travel, commercial vehicles, and active transportation). There is a unique opportunity through this study to create a real sense of place, a community where people choose to meet, dine, and stay for a while instead of driving through; a city where people can safely and pleasantly travel with two feet or two wheels.

THE PROCESS

The study will evaluate City-wide transport operations to develop network solutions with focus on the Downtown Cores for all modes of mobility including:

- Active & Micro-Mobility
- Transit
- Automobile
- Smart & Emerging Mobility
- Freight & Goods Movement
- Downtown Parking

In tandem with network solutions, the Study will also develop supporting policies that will aid the City in guiding future development and operations in a manner that supports planned mode share changes, new sustainable mobility links, and maintains safe streets for all road users such as Road Classification & Cross-Sections, Vision Zero Policy (Traffic Calming), Intersection Implementation Policy, Transportation Demand Management Policies, etc.

WE WANT TO HEAR FROM YOU:

A key component of the study will be consultation with stakeholders, regulatory agencies and the general public. Anyone with an interest in this study has the opportunity to get involved and provide input. Two (2) Public Meetings have been planned during the study to inform the process to the stakeholders, present findings and receive public and stakeholder input. A notice containing the time and location of the Public Meetings shall be published in local newspapers and posted on the study website at www.temiskamingshores.ca/en/resident/downtown-cores-mobility-study.aspx.

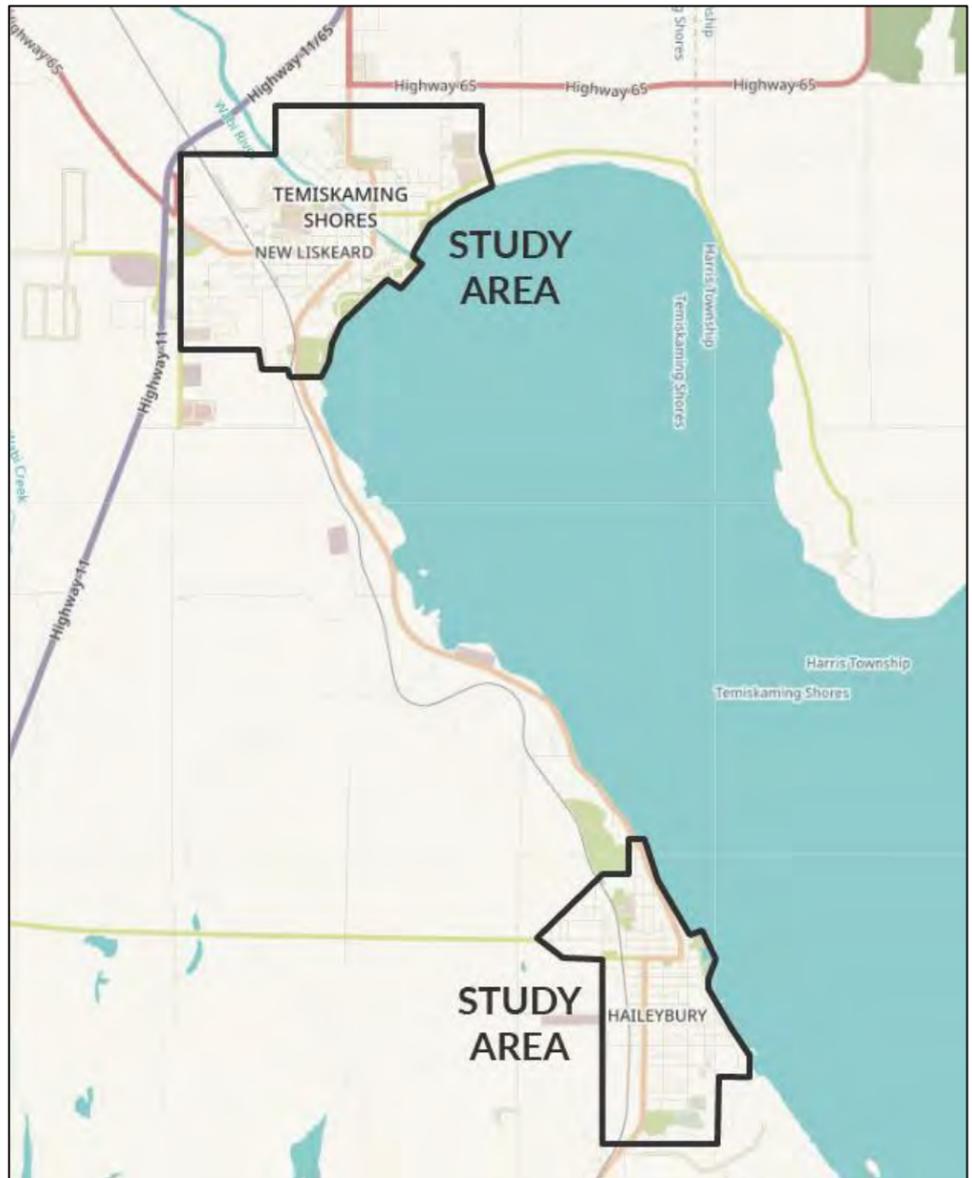
At this time, the study team is requesting your comments regarding the existing conditions and related infrastructure in the study area through an online survey at <https://www.surveymonkey.com/r/TemiskamingMobility> or you may scan the QR code.

For more information, to submit a comment, question, or to be added to the project mailing list, please contact:

Mitch McCrank, CET
 Manager of Transportation Services
 City of Temiskaming Shores
 325 Farr Drive
 Temiskaming Shores, ON P0J 1K0
 Phone: 705.672.3363 ext. 4113
 Email: mmccrank@temiskamingshores.ca

OR

Amar Lad
 Consultant Project Manager
 TYLin International Canada Inc.
 8800 Dufferin Street Suite 200
 Vaughan, ON L4K 0C5, Canada
 Phone: 905.738.5700
 Email: amar.lad@tylin.com



Information will be collected in accordance with the Freedom of Information and Protection of Privacy Act and the Ontario Environmental Assessment Act. With the exception of personal information, all comments will become part of the public record and will be released, if requested, to any person.

AVIS DE DÉBUT D'UNE ÉTUDE ÉTUDE SUR LE TRANSPORT DANS LA VILLE DE TEMISKAMING SHORES

L'ÉTUDE

La ville de Temiskaming Shores propose une étude sur les transports pour enquêter sur les problèmes actuels liés au réseau de transport dans la ville; en particulier deux de ses noyaux du centre-ville. L'étude sur les transports résultera dans un plan directeur de la ville pour la planification et l'orientation stratégiques des transports pour l'avenir. L'étude sur les transports établira un système de transport pour mieux desservir les résidents, les employeurs, les employés et les visiteurs tout en tenant compte de tous les modes de transport (p. ex. transport en commun, déplacements domicile-travail, véhicules utilitaires et transport actif). Cette étude offre une occasion unique de créer un véritable sentiment d'appartenance, une communauté où les gens choisissent de se rencontrer, de dîner et de rester un moment au lieu de traverser en voiture; une ville où l'on peut se déplacer agréablement et en toute sécurité à pied ou à deux roues.

LE PROCESSUS

L'étude évaluera les opérations de transport à l'échelle de la ville pour développer des solutions de réseau en mettant l'accent sur les centres-villes pour tous les modes de mobilité, notamment:

- Micro-Mobilité
- Transit
- Voiture
- Mobilité intelligente et émergente
- Transport de fret et de marchandises
- Stationnement au centre-ville

Parallèlement aux solutions de réseau, l'étude développera également des politiques de soutien qui aideront la ville à guider le développement et les opérations futurs afin d'appuyer les changements prévus, les nouvelles liaisons de mobilité durable et le maintien des rues sûres pour tous les usagers de la route, comme les routes

Classification et sections transversales, politique Vision Zéro (apaisement de la circulation), politique de mise en œuvre des intersections, politiques de gestion de la demande de transport, etc.

NOUS VOULONS VOTRE AVIS:

Un élément-clé de l'étude sera la consultation des intervenants, des organismes de réglementation et du grand public. Toute personne intéressée par cette étude a la possibilité de s'impliquer et de fournir des commentaires. Deux (2) réunions publiques ont été prévues pendant l'étude pour informer les parties prenantes du processus, présenter les résultats et recevoir les commentaires du public et des parties prenantes. Un avis contenant l'heure et le lieu des réunions publiques sera publié dans les journaux locaux et affiché sur le site Web de l'étude à www.temiskamingshores.ca/en/resident/downtown-cores-mobility-study.aspx.

À l'heure actuelle, l'équipe d'étude sollicite vos commentaires concernant les conditions existantes et les infrastructures connexes dans la zone d'étude par le biais d'un sondage en ligne sur

<https://www.surveymonkey.com/r/TemiskamingMobilityFR> ou vous pouvez scanner le code QR.

Pour plus d'informations, pour soumettre un commentaire, une question ou pour être ajouté à la liste de diffusion du projet, veuillez contacter :

Mitch McCrank, CET
Gestionnaire des Services de Transport
Ville de Temiskaming Shores
325 Farr Drive
Temiskaming Shores, ON P0J 1K0
Téléphone: 705.672.3363 ext. 4113
Courriel: mmccrank@temiskamingshores.ca

OR

Amar Lad
Consultant Chef de Projet
TYLin International Canada Inc.
8800 Dufferin Street Suite 200
Vaughan, ON L4K 0C5, Canada
Téléphone: 905.738.5700
Courriel: amar.lad@tylin.com



Les renseignements seront recueillis conformément à la Loi sur l'accès à l'information et la protection de la vie privée et à la Loi sur les évaluations environnementales de l'Ontario. À l'exception des renseignements personnels, tous les commentaires feront partie du dossier public et seront communiqués, sur demande, à toute personne.

Avis émis pour la première fois en février 23 2023

Board of Health Briefing Report

To: Chair and Members of the Board of Health
Date: March 1, 2023
Topic: **Psychological Health and Safety in the Workplace**
Submitted by: Dr. Glenn Corneil, Acting Medical Officer of Health/CEO
Prepared by: Krystal Oviatt, Public Health Promoter
Reviewed by: Jocelyn Moreno, Research Planning and Policy Analyst
Amanda Mongeon, Manager of Community Health
Randy Winters, Director of Corporate and Health Protection Services

RECOMMENDATIONS

1. **THAT** the Timiskaming Board of Health receive the briefing note Psychological Health and Safety in the Workplace for consideration;
2. **AND FURTHER THAT** the Timiskaming Board of Health endorse the adoption of the National Standard of Canada for Psychological Health and Safety in the Workplace to promote and protect the psychological health and safety of Timiskaming Health Unit staff.

Overview

- The National Standard of Canada for Psychological Health and Safety in the Workplace (the Standard) is the first of its kind in the world. It is a set of voluntary guidelines, tools and resources intended to guide organizations in promoting mental health and preventing psychological harm at work.¹
- The costs of stress incurred to organizations include increased health-care expenses, compensation payments, lost productivity, and turnover.²
- When employees feel supported at work, absenteeism and turnover go down and employee well-being and performance go up.²
- Implementing the Standard exposes the systemic causes of psychological harm in the workplace and focuses on harm prevention and creating work that is good for employee wellbeing, rather than focusing on the symptoms.
- The mental health and wellbeing of Ontarians is heavily influenced by the social, economic and physical environments where people live, learn, work and play. The Ontario Public Health Standards call for mental health promotion interventions to be applied across a range of settings, including workplaces.³
- A Board of Health commitment to the National Standard for Psychological Health and Safety in the Workplace signifies the organizational commitment to the Standard and its implementation.

THU's Strategic Plan 2019-2023

Adopting the Standard aligns with and contributes to meeting the Strategic Directions THU committed to in the [2019-2023 Strategic Plan](#). Through the mission and vision statement as well as the values and strategic directions, wellbeing (or factors thereof) is intertwined:

Vision: Healthy communities where everyone can thrive.

Mission: Public Health promotes and protects the health and wellbeing of all people. We do this through collaboration, research, services, communication and advocacy.

Values: Respect, adaptable and evidence-informed

Strategic Directions:

1. We are a resilient, cohesive and responsive team of skilled professionals. We support the wellbeing of our workforce.
2. We use the best available information, including local lived experience, to inform local programs and services.
3. We nurture positive and effective relationships with community partners to improve public health. We advocate for policy changes that make a difference in local communities.
4. We engage in meaningful relationships that respect and respond to our cultural and linguistic diversity.

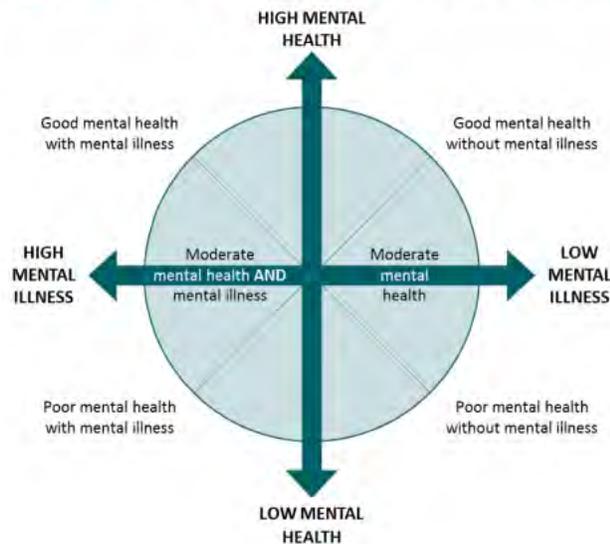
By building organizational capacity to support workplace mental health, this work also contributes to meeting requirements and expected outcomes in the Ontario Public Health Standards (2018).

Background

Ontario's public health units deliver a range of population health programs aimed at improving the health and wellbeing of the community, protecting the health of all, and ensuring everyone has an opportunity to thrive. The release of the 2018 Ontario Public Health Standards included the Mental Health Promotion Guideline. The role of public health, within this guideline, centers on promoting mental health and preventing mental illness. Mental health promotion aims to enhance the well-being of the population, while promoting the protective factors rather than focusing on risk factors and conditions and utilizes strategies that foster supportive environments and individual resilience.³

Mental health and mental illness are distinct but related concepts that exist on a dual continuum. Not everyone who has poor mental health will be diagnosed with a mental illness, and conversely, those living with a mental illness can also experience good mental health (see Fig.1).³

Figure 1: The Two Continua Model of Mental Health and Mental Illness



With most adults spending more of their time at work than anywhere else, addressing issues of mental health at work is vital. Workplaces can play an essential part in maintaining positive mental health, giving employees an opportunity to feel productive and boost their wellbeing, or being a stressful environment that contributes to the rise of mental health problems and illnesses.⁴ The employer and the employee have a joint responsibility to understand the important issue of psychological health and safety at work.

The Mental Health Commission of Canada (MHCC) led and collaborated with the Bureau de normalisation de Québec and the CSA group to launch the [National Standard for Psychological health and safety in the workplace](#) in 2013. The Standard is the first of its kind in the world. It is a set of voluntary guidelines, tools and resources intended to guide organizations in promoting mental health and preventing psychological harm at work.¹ Centred around 13 psychosocial factors, the comprehensive framework helps organizations create more mentally healthy work environments. Workplaces with a positive approach to psychological health and safety are better able to recruit and retain talent, are more creative and innovative, have improved employee engagement and enhanced productivity.⁵ Adopting the Standard not only improves the mental wellbeing of the workforce, but also has been shown to provide a return on investment helping with risk mitigation, cost effectiveness, recruitment and retention and organizational excellence and sustainability.⁵

The psychosocial risk factors that the Standard aims at improving are elements of the work environment, management practices and/or organizational dimensions that increase the risk to health.⁵ The MHCC reviews these on a regular basis, the factors currently considered include:

1. Psychological and social support
2. Organizational culture
3. Clear leadership and expectations
4. Civility and Respect
5. Psychological job demands
6. Growth and development
7. Recognition and Reward
8. Involvement and influence
9. Workload management

10. Engagement
11. Balance
12. Psychological protection
13. Protection of physical safety
14. Other chronic stressors as identified by workers

As part of adopting the Standard, THU will establish, document, implement and maintain a psychological health and safety management system (PHSMS). This will be integrated into our current practices and governance, and will include the following to allow us to continually improve our workplace:

- a) Commitment, leadership, and participation
- b) Planning
- c) Implementation
- d) Evaluation and corrective action
- e) Management review and continual improvement

There are several resources available to help workplaces implement the Standard, helping to identify potential hazards that could impact the psychological health and safety of their workforce. This preventative approach assesses a workplace's practices and identifies areas of concern so preventative measures can be taken to address them.⁶ Embedding the practices into daily business, aligning our policies with psychological health and safety standards, providing education and resources to management and staff, and nurturing a workplace that is supportive and protective of employee mental health are key to shifting our organizational culture to this higher standard.

As per the Mental Health Promotion Guideline, local public health units are to implement a comprehensive approach to population mental health that includes a wide range of strategies across sectors and the lifespan to foster protective factors and address risks factors. Being leaders of this internal work will help us support and obtain buy-in from others to adopt this higher standard to protect and promote mental health in the working population; THU staff will also support the implementation of the PH&S Standard among other district workplaces.

Next Steps:

1. Adoption of the Standard by the Board of Health.
2. Commitment to Psychological Health and Safety with a policy statement, from leadership team.
3. Conduct policy review of internal policies to ensure they align with psychological health and safety standards.
4. Survey staff to determine priority area of focus.
5. Offer training, support and resources to leadership team and staff as relevant.
6. Build an accountability framework for evaluation and successive planning.

References

1. Mental Health Commission of Canada (2022). National Standard. Retrieved from: <https://mentalhealthcommission.ca/national-standard/>
2. Workplace Strategies for Mental Health (2022). Evidence for psychological health and safety. Retrieved from: <https://www.workplacestrategiesformentalhealth.com/resources/evidence-for-psychological-health-and-safety>
3. Ministry of Health and Long-Term Care (2018). Mental Health Promotion Guideline, 2018. Retrieved from: https://www.health.gov.on.ca/en/pro/programs/publichealth/oph_standards/docs/protocols_guidelines/Mental_Health_Promotion_Guideline_2018.pdf
4. Mental Health Commission of Canada (2021). Workplace Mental Health. Retrieved from: <https://mentalhealthcommission.ca/what-we-do/workplace/>
5. Canadian Standards Association (2018). Psychological health and safety in the workplace – Prevention, promotion and guidance to staged implementation. Retrieved from: <https://www.csagroup.org/store-resources/documents/codes-and-standards/2421865.pdf>
6. Canadian Standards Association (2014). SPE Z1003 Implementation Handbook. Retrieved from: <https://www.csagroup.org/article/spe-z1003-implementation-handbook/>

**Ministry of
Transportation**

Office of the Minister

777 Bay Street, 5th Floor
Toronto ON M7A 1Z8
416 327-9200
www.ontario.ca/transportation

**Ministère des
Transports**

Bureau de la ministre

777, rue Bay, 5^e étage
Toronto ON M7A 1Z8
416 327-9200
www.ontario.ca/transports



February 23, 2023

107-2023-555

Jeff Laferriere
Mayor
City of Temiskaming Shores
325 Farr Drive, PO Box 2050
Haileybury ON P0J 1K0
jlaferriere@temiskamingshores.ca

Dear Mayor Laferriere:

I am pleased to announce the launch of the 2022-23 Gas Tax Program and to advise you of your funding allocation.

Our government is committed to working with municipalities to improve Ontario's transportation network and support economic growth. Investing in transit will reduce traffic congestion, create jobs and help businesses to develop and prosper.

The City of Temiskaming Shores will be eligible to receive an allocation of **\$144,275** for this program year.

In the coming days we will be distributing, through the Transfer Payment Ontario Network (TPON) system, the electronic versions of your Letter of Agreement, along with program guidelines, reporting forms and the Canadian Content for Transit Vehicle Procurement policy. The primary staff contact at the City of Temiskaming Shores will be notified when these documents are available.

Please return a scanned copy of the signed Letter of Agreement, in pdf format, and the required supporting by-law (if applicable), and the 2022 Reporting Forms to **MTO-PGT@ontario.ca**.

The City of Temiskaming Shores currently provides a public transit service that includes service to, and receives financial contributions from, the Town of Colbalt.

As your municipality is the host for the provision of this joint service, we therefore request that your supporting Council by-law confirm that your municipality is continuing to act as the host for the other supporting municipalities.

.../2

The Ministry of Transportation (MTO) recognizes that COVID-19 impacted gasoline sales in 2021-22. As a result, the province has committed an additional \$80 million in supplementary funding for the 2022-23 Gas Tax program. This additional funding maintains the funding envelope at the level of the 2021-22 program year as the province recognizes transit systems are continuing to build back their ridership levels.

For the 2022-23 Gas Tax Program, the ministry is using a five-year average of ridership from 2017 to 2021, and will be using the highest level of reported municipal spending from 2017 to 2021 when calculating municipal allocations.

If you have any questions regarding the Gas Tax program, please contact Melissa Djurakov, Director, Municipal Programs Branch, at melissa.djurakov2@ontario.ca.



Caroline Mulroney
Minister of Transportation

- c. John Vanthof, MPP, Timiskaming—Cochrane
Mita Gibson, Mayor, Town of Cobalt

To: Chair of the Board, Earlton-Timiskaming Regional Airport Authority

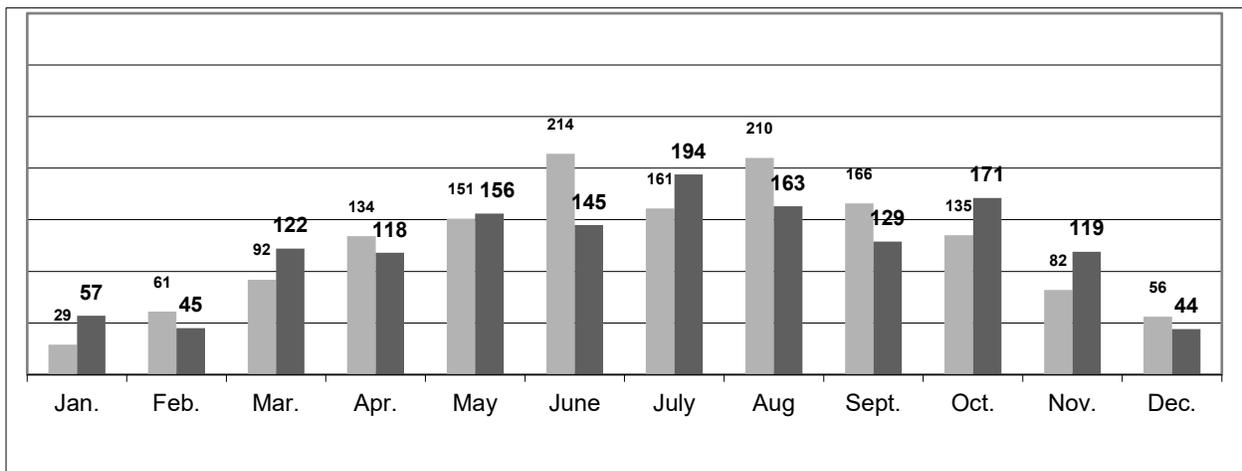
From: James Smith, Manager, Earlton-Timiskaming Regional Airport, The Loomex Group

Date: February 13, 2023

Re: Managers Report, January 2023

2022 at a glance.

Total Aircraft Movements 2022:



2021 Totals = 1491

2022 Totals = 1463

Fuel Sales:

2021 Totals:

AV Gas = 27,226 Liters

Jet A1 = 48,878 Liters

2022 Totals:

AV Gas = 30,956 Liters

Jet A1 = 64,004 Liters

Staff / Training:

Monthly safety meeting was held with aircraft not reporting on our mandatory frequency as the topic, this stems from an August 2022 incident where we had a private aircraft land on rwy 08 and another land on runway 26 at the same time. The aircraft that landed on 08 was a new pilot and did not know of the mandatory frequency for our Airport. Fortunately the pilot landing on rwy 26 saw the opposing aircraft in enough time that they were able to safely maneuver to the side of the runway and the 2 aircraft passed each other without incident.

I spoke with the pilot with no radio call and he wasn't aware of the mandatory frequency. I informed him that I was going to report this incident to Transport Canada. Finally after 6 months in January 2023 TC published this event as a CADOR, an incident involving irregular operations at our airport. I have attached a copy for your review.

This incident was logged in our SMS as well.

Infrastructure Issues:

Nothing to report for January.

Equipment:

All equipment in good working order.

Miscellaneous Updates:

Nothing to report for January.

Winter Operations: 2021/2022 Summary

For the month of January, snow operations/clearing was activated nine times with three call outs outside of normal operational hours. There was a combined 12 hours of overtime.

Date	Accumulation	Lights Broken	Equipment other issues	Overtime	Winds
Jan 02 23	2cm dry snow	NA	NA	12	W5-10
Jan 05 23	6.35 cm dry snow	NA	NA	NA	NE 10-15
Jan 06 23	5.08 cm dry snow	NA	NA	NA	NE 10-15
Jan 09 23	FZR-Rain-Snow 1.5cm wet	NA	NA	NA	SE 5-10
Jan 12 23	7.62 cm dry snow	NA	NA	NA	SE 5-10
Jan 17 23	FZR – 2 cm dry snow	NA	NA	NA	SE 5-10
Jan 26 23	3 cm dry snow	NA	NA	NA	NW 3-5
Jan 30 23	3 cm dry snow	NA	NA	NA	NW 5-10
Jan 31 23	5cm dry snow	NA	NA	NA	SE 10-15

Yours Truly,

Jamie Smith



Ontario • Alberta

Jamie Smith

Airport Manager | [The Loomex Group](#)
925-550 Airport Rd, Peterborough, ON, K9J 0E7
M: 613-484-4120 | O: 705-775-5022

Your Aviation and Emergency Management Specialists



Government
of Canada

Gouvernement
du Canada

CADORS (Civil Aviation Daily Occurrence Reporting System): (Civil Aviation Daily Occurrence Reporting System) Report

Back

Record # 1

CADORS Number:	202203170	Occurrence Category(ies):	<ul style="list-style-type: none"> • Airprox/TCAS alert/loss of separation/(near) midair collisions • Other
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Occurrence Information

Occurrence Type:	Incident	Occurrence Date:	2022-08-18
Occurrence Time:	1445 Z	Day Or Night:	day-time
Fatalities:	0	Injuries:	0
Canadian Aerodrome ID:	CYXR	Aerodrome Name:	EARLTON (TIMISKAMING REGIONAL) ON (CYXR)
Occurrence Location:	EARLTON (TIMISKAMING REGIONAL) ON (CYXR)		
Province:	Ontario	TC Region (Transport Canada Region):	Ontario Region
Country:	Canada	World Area:	North America
Reported By:	• Airport	AOR (Aviation Occurrence Details Report) Number:	

TSB (Transportation Safety Board) Class Of Investigation:

TSB (Transportation Safety Board) Occurrence No:

Occurrence Event Information

Aircraft Information

Registration Mark:		Foreign Registration:	
Flight #:		Flight Rule:	Unknown
Aircraft Category:	Aeroplane	Country of Registration:	Canada
Make:	PIPER	Model:	PA-28-140
Year Built:	1966	Amateur Built:	No
Engine Make:	AVCO LYCOMING	Engine Model:	O-320-E2A
Engine Type:	Reciprocating	Gear Type:	Land
Phase of Flight:	Takeoff	Damage:	No Damage
Owner:	Private		
Operator:			
Operator Type:	Private	CARs Subpart (Canadian Aviation Regulations Subpart):	Recreational Aviation

Aircraft Event Information

- **Communication error**
- **Conflict - potential**

Registration Mark:		Foreign Registration:	
Flight #:		Flight Rule:	Unknown
Aircraft Category:	Aeroplane	Country of Registration:	Canada
Make:	CESSNA	Model:	182N

Engine Make:	TELEDYNE CONTINENTAL	Engine Model:	O-470-R
Engine Type:	Reciprocating	Gear Type:	Land
Phase of Flight:	Approach	Damage:	No Damage
Owner:	Private		
Operator:			
Operator Type:	Private	CARs Subpart (Canadian Aviation Regulations Subpart):	Recreational Aviation

Aircraft Event Information

- **Conflict - potential**

Occurrence Summary

Date Entered: **2023-01-20**

Narrative:

Aviation Incident Report #17853: At approximately 1415Z, a privately registered Piper PA-28-140 from Earlton, ON (CYXR) to Earlton, ON (CYXR) departed from Runway 08 with no radio call. A privately registered Cessna 182N from Sudbury, ON (CYSB) to Earlton, ON (CYXR) radioed on short final for Runway 26 and landed. While the Cessna 182N was on the landing roll out, the Piper PA-28-140 landed on Runway 08 with no radio call. The Cessna 182N saw the other aircraft on short final and proceeded to the north side of Runway 26. Both aircraft safely passed each other without incident. The Piper PA-28-140 later indicated their radio was functional, but they were on frequency 122.8 MHz. The CYQR mandatory frequency is 122.0 MHz.

EARLTON-TIMISKAMING REGIONAL AIRPORT JANUARY 2023

REVENUE

	<u>ACTUAL</u>	<u>YTD</u>
Fuel	\$5,345	\$212,355
FedNor		\$912,500
Operations	\$5,126	\$313,196
	\$10,471	\$1,438,051

EXPENSES

Fuel	\$0	\$190,599
Operations	\$40,308	\$335,753
	\$40,308	\$526,352

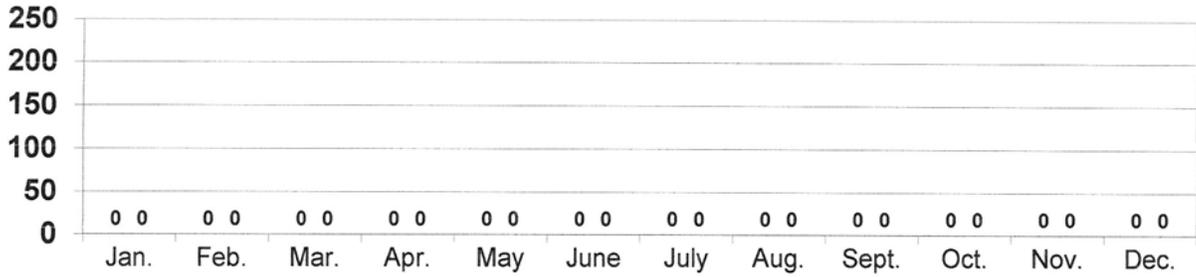
NET PROFIT/LOSS

Fuel	\$5,345	\$21,756
Operations	-\$35,182	\$889,943
Capital Expenses		-\$195,000
	-\$29,837	\$716,699

<u>FUEL INVENTORY - JET A1</u>	\$	16,650
<u>FUEL INVENTORY - AVGAS</u>	\$	20,188
<u>FUEL INVENTORY - DIESEL</u>	\$	7,148

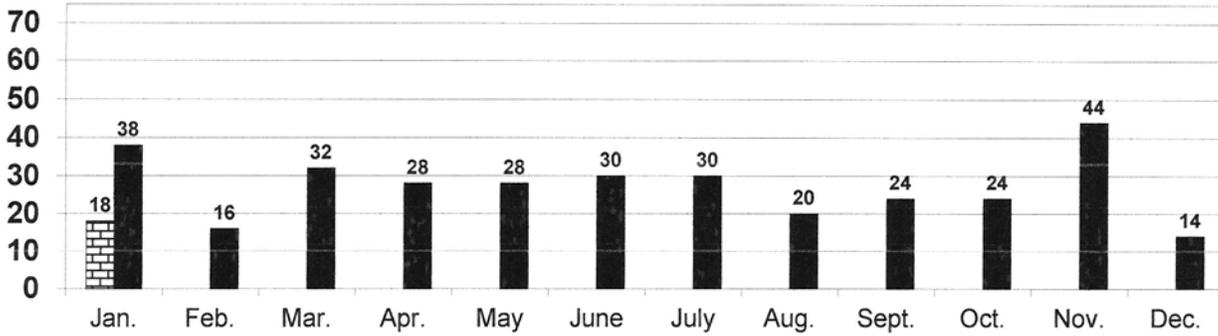
Air Carriers Movements

2023
2022



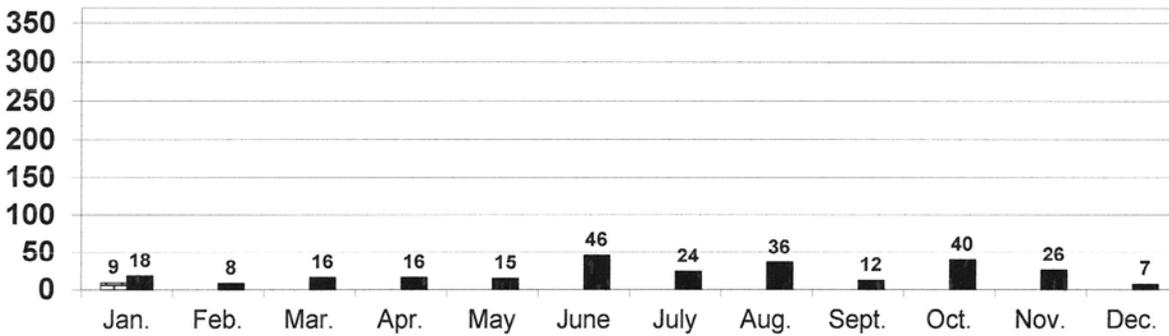
Air Ambulance Movements

2023
2022

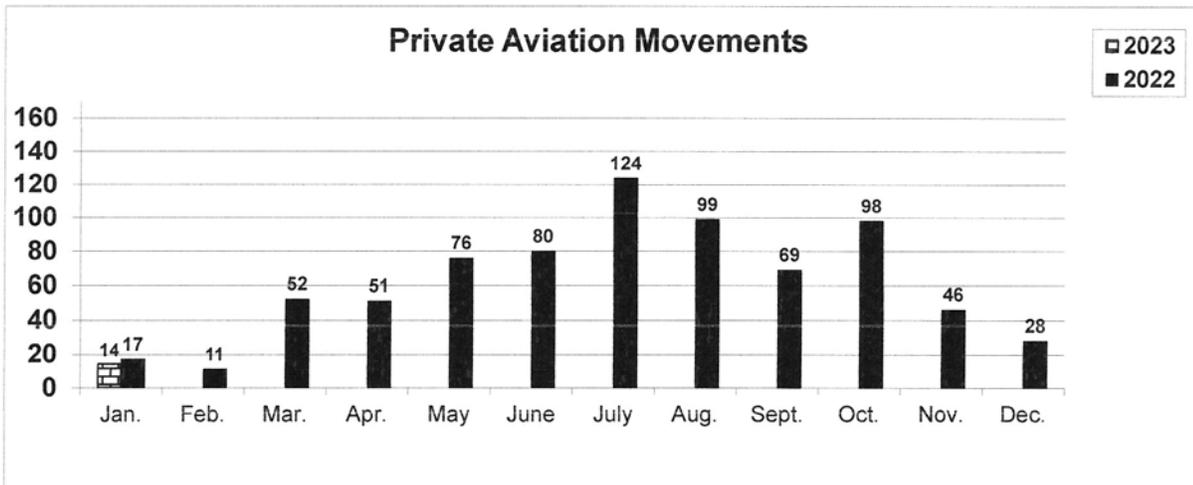
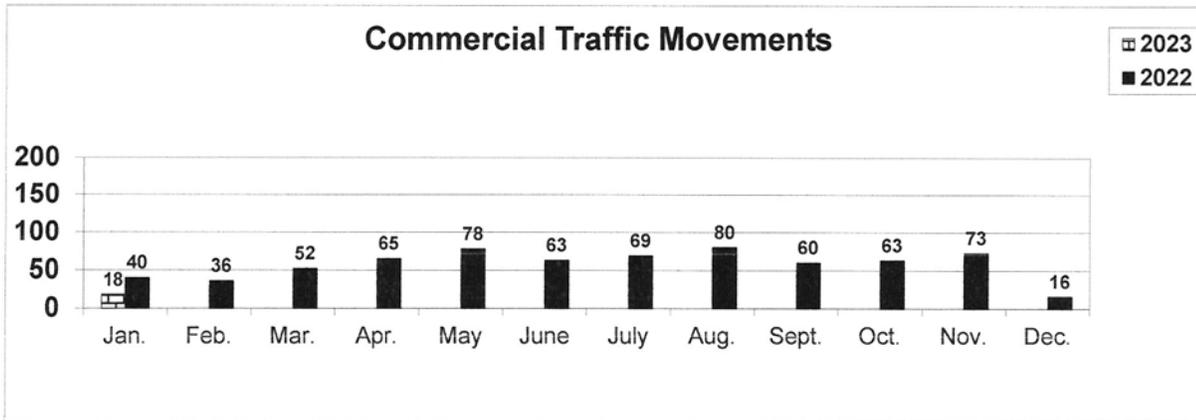
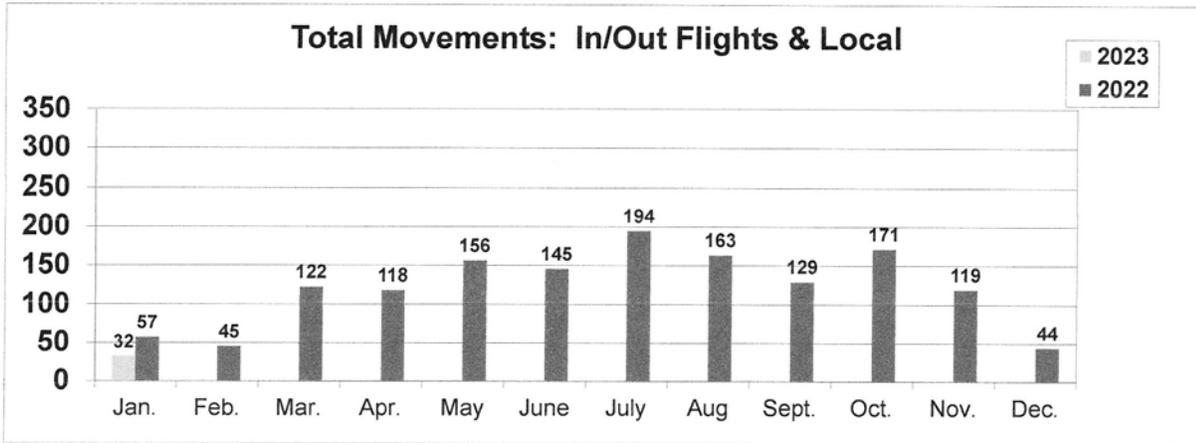


Pgrs. via Air Charter

2023
2022



ANNUAL AIRCRAFT MOVEMENTS



Community Contribution Summary
2022 Sharing Contribution
Per Capita Contribution - \$9.33

<u>Community</u>	<u>Population</u>	<u>Contribution</u>	<u>Paid</u>
Armstrong	1166	\$10,879	\$10,879.00
Casey	368	\$3,433	\$3,433.00
Chamberlain	332	\$3,098	\$3,098.00
Charlton and Dack	686	\$6,400	\$6,400.00
Coleman	595	\$5,551	\$5,551.00
Englehart	1479	\$13,799	\$13,799.00
Evanturel	449	\$4,189	\$4,189.00
Harley	551	\$5,141	\$5,141.00
Hilliard	223	\$2,081	\$2,081.00
Hudson	503	\$4,693	\$4,693.00
Temiskaming Shores	9920	\$92,554	\$92,554.00
Thornloe	112	\$1,045	\$1,045.00
Total Contributions	16384	\$152,863	\$152,863.00

Donation

Kerns	358	\$3,340	
Total Contributions		\$156,203	\$152,863

As of February 7, 2023

February 24, 2023

Hello,

We are writing to let you know that the Ministry of Natural Resources and Forestry is proposing to make amendments to [Ontario Regulation 161/17](#) under *the [Public Lands Act](#)* regarding the use of floating accommodations and camping on water over public lands in Ontario. In addition, minor changes (listed below) are proposed for added clarity and consistency in the regulation.

The proposed changes are described in a regulation proposal notice that was posted on Ontario's Regulatory Registry and the Environmental Registry of Ontario (ERO) on February 24, 2023 (ERO number [019-6590](#)).

The proposed changes related to floating accommodations were informed by feedback received by the ministry in response to the March 2022 ERO bulletin titled, "Seeking input about the use of floating accommodations on waterways over Ontario's public lands" (ERO number [019-5119](#)).

We are proposing to amend Ontario Regulation 161/17 to clarify the types of camping units that can be used to camp on water over public land. It is proposed that the definition of 'camping unit' will be clarified to allow for camping on liveaboards and houseboats but will exclude floating accommodations, float homes and barges with residential units or camping facilities.

We are also proposing to change the conditions that must be met when camping on water over public lands in Ontario by:

- reducing the number of days that a person can camp on water over public land (per location, per calendar year) from 21 days to 7 days
- increasing the distance that a person camping on water must move their camping unit to be occupying a different location from 100 metres to 1 kilometre
- adding a new condition to prohibit camping on water within 300 metres of a developed shoreline, including any waterfront structure, dock, boathouse, erosion control structure, altered shoreline, boat launch and/or fill.

In addition, we are proposing to:

- harmonize the conditions for camping on public land so that residents and non-residents are required to follow the same conditions when camping on water over public lands or on public lands
- specify conditions for swim rafts, jumps, ramps for water sports, heat loops and water intake pipes
- clarify that camping on a road, trail, parking lot or boat launch is prohibited
- amend the regulation to add the following to the list of excluded public lands to which section 21.1 of the *Public Lands Act* and Ontario Regulation 161/17 do not apply:
 - lands subject to an agreement authorizing the use of those lands
 - lands subject to an authorization under the *Aggregate Resources Act*.

We encourage you to review the proposal notice (ERO number [019-6590](#)) and provide feedback through the ERO. The comment period for the proposal closes on **April 11, 2023**.

Online Information Sessions

We invite you to attend an online information session during which ministry staff will present an overview of the regulatory proposal and answer questions. Sessions will be held on the following dates:

Session 1 – Wednesday, March 8: 10:00 am to 11:30 am

Session 2 – Monday, March 20: 2:00 pm to 3:30 pm

If you wish to attend an online information session, please register by emailing public.lands@ontario.ca with the subject line “Regulatory Proposal Information Session” and indicate your preferred session date. You will receive a reply to your email with the session start/end times and information on how to join.

Sincerely,

Peter D. Henry, R.P.F.
Director, Crown Forests and Lands Policy Branch
Ministry of Natural Resources and Forestry

c: Pauline Desroches, Manager, Crown Lands Policy Section
Michelle Dano, Senior Program Advisor, Crown Lands Policy Section

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

Thursday, January 19, 2023
Hilliard Twp. Hall
Hilliardton, ON

Attendance: Doug Metson, Kerry Stewart, Barbara Beachey, Chris O'Reilly,
Pauline Archambault, Bryan McNair, Laurie Bolesworth, Jeff Laferriere,
Debbie Veerman, James Smith, Sheila Randell

Absent : Guy Labonte, Dan Perreault, Wayne Miller

1. Welcome - Meeting called to order

Moved by: Doug Metson

Seconded by: Bryan McNair

BE IT RESOLVED THAT "the meeting of January 19, 2023, be called to order at 6:32 p.m."

Carried

Moved by : Bryan McNair

Seconded by : Doug Metson

WHEREAS "Municipal Elections were held in the fall of 2022"; and

WHEREAS "some Municipalities have appointed new representatives to the ETRAA";

BE IT RESOLVED THAT "the ETRAA accepts the appointment of Mayor Jeff Laferriere as representative for the City of Temiskaming Shores" and furthermore;

Moved by: Kerry Stewart

Seconded by: Barbara Beachey

BE IT RESOLVED THAT "the ETRAA accepts the appointment of Chris O'Reilly as representative for the Township of Coleman."

Carried

2. Approval of Agenda

Moved by: Barbara Beachey

Seconded by: Kerry Stewart

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

Carried

3. Approval of Minutes of Last Meeting

Moved by: Barbara Beachey

Seconded by: Kerry Stewart

BE IT RESOLVED THAT "the Minutes of the Meetings held November 17, 2022, be adopted as presented."

Carried

4. **Business Arising from Minutes**

None

5. **Financial Report**

Moved by: Kerry Stewart

Seconded by: Barbara Beachey

BE IT RESOLVED THAT “the Finance Reports for the months of November 2022 and December 2022 be adopted as presented and be attached hereto, forming part of these Minutes.”

Carried

6. **Manager's Report**

Moved by: Laurie Bolesworth

Seconded by: Doug Metson

BE IT RESOLVED THAT "the Manager's Reports for the months of November 2022 and December 2022 be adopted as presented and attached hereto forming part of these Minutes."

Carried

7. **New Business**

Elections – positions were opened for nominations, and results are as follows:

Moved by : Chris O'Reilly

Seconded by: Pauline Archambault

BE IT RESOLVED THAT “Jeff Laferriere is elected to position of CHAIR”.

Carried

Moved by : Laurie Bolesworth

Seconded by: Pauline Archambault

BE IT RESOLVED THAT “Doug Metson is elected to position of VICE CHAIR”.

Carried

Moved by : Chris O'Reilly

Seconded by : Debbie Veerman

BE IT RESOLVED THAT “Barbara Beachey and Laurie Bolesworth are elected to the Executive Committee, which also includes Jeff Laferriere, Doug Metson, and Dan Perreault”.

Carried

Moved by : Chris O'Reilly

Seconded by : Laurie Bolesworth

BE IT RESOLVED THAT “Barbara Beachey is elected to position of SECRETARY”.

Carried

Moved by : Bryan McNair
Seconded by : Laurie Bolesworth
BE IT RESOLVED THAT "Doug Metson, Barbara Beachey, Debbie Veerman and Chris O'Reilly have signing authority for Desjardins Account #4050183."

Carried

Other New Business:

Budget for March 2023 to February 2024 was discussed. Draft copies of budgets to be emailed to all members for their perusal, and will be brought up for consideration at the next meeting.

Loomex – discussion took place regarding Loomex's business development plan. Consensus was not very positive on results so far. Chris O'Reilly requested a copy of the Loomex contract for verification of a few items, and discussion will take place at next meeting.

All members are asked to email their home address and a contact phone number to Sheila at the Airport, to be forwarded to the lawyer for our corporate update.

8. Closed Session

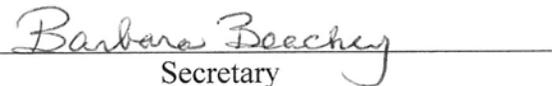
None

10. Adjournment

Moved by: Laurie Bolesworth
Seconded by: Doug Metson
BE IT RESOLVED THAT "this meeting be adjourned at 7:45 p.m."

Carried


Chair


Secretary

MINUTES

Timiskaming Health Unit Board of Health

Regular Meeting held on January 25, 2023 at 6:30 P.M.

NL Auditoriums / Microsoft Teams

1. The meeting was called to order at 6:30 p.m.

2. **ROLL CALL**

Board of Health Members

Stacy Wight	Chair, Municipal Appointee of Kirkland Lake
Jesse Foley	Vice-Chair, Municipal Appointee for Temiskaming Shores
Mark Wilson	Municipal Appointee for Temiskaming Shores
Jeff Laferriere	Municipal Appointee for Temiskaming Shores
Casey Owens	Municipal Appointee for Town of Kirkland Lake
Paul Kelly	Municipal Appointee for Township of Larder Lake, McGarry & Gauthier (<i>Video</i>)
Curtis Arthur	Provincial Appointee
Carol Lowery	Municipal Appointee for Town of Cobalt, Town of Latchford, Municipality of Temagami, and Township of Coleman
Steve McIntyre	Municipal Appointee for Township of Armstrong, Hudson, James, Kerns & Matachewan (<i>Video</i>)
Lori Jordan	Municipal Appointee for Township of Chamberlain, Charlton, Evanturel, Hilliard, Dack & Town of Englehart

Regrets

TBD	Municipal Appointee for Township of Brethour, Harris, Harley & Casey, Village of Thornloe
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Timiskaming Health Unit Staff Members

Dr. Glenn Corneil	Acting Medical Officer of Health/CEO
Randy Winters	Director of Corporate Services
Kerry Schubert-Mackey	Director of Community Health (<i>Video</i>)
Rachelle Cote	Executive Assistant

Public Attendees:

Guy Godmaire	<i>In-Person</i>
Amanda Mongeon	<i>Video</i>

3. **APPROVAL OF AGENDA**

MOTION #1R-2023

Moved by: Stacy Wight

Seconded by: Paul Kelly

Be it resolved that the Board of Health adopts the agenda for its regular meeting held on January 25, 2023, as presented.

CARRIED

4. **ELECTIONS OF OFFICERS/APPOINTMENT OF SUB-COMMITTEES**

a. **YEAR 2023 ELECTIONS OF OFFICERS**
MOTION #2R-2023

Nominations for	Elected Officer(s)	Moved by	Seconded by
Board Chair:	Stacy Wight	Casey Owens	Mark Wilson
Board Vice-Chair:	Jesse Foley	Jeff Laferriere	Mark Wilson
Auditors:	Kemp, Elliott & Blair, Steve Aclands	Appointed as per Temiskaming Shores	
Signing Officers:	Stacy Wight Curtis Arthur Jesse Foley Dr. Glenn Corneil Randy Winters	Casey Owens	Lori Jordan
Finance Sub-Committee:	Stacy Wight Casey Owens Paul Kelly Curtis Arthur Dr. Glenn Corneil Randy Winters	Jesse Foley	Mark Wilson
Policy/Procedure Sub-Committee:	Stacy Wight Jesse Foley Curtis Arthur Carol Lowery Dr. Glenn Corneil Randy Winters Rachelle Cote	Jesse Foley	Mark Wilson
Personnel/Grievance Sub-Committee:	Stacy Wight Carol Lowery Jesse Foley Steve McIntyre Dr. Glenn Corneil Randy Winters	Curtis Arthur	Jeff Laferriere

CARRIED

5. **DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE**

None.

6. **APPROVAL OF MINUTES**

MOTION #3R-2023

Moved by: Mark Wilson

Seconded by: Casey Owens

Be it resolved that the Board of Health approves the minutes of its regular meeting held on November 16, 2022, as presented.

CARRIED

7. **BUSINESS ARISING**

The Board discussed and agreed to reimplement the rotation of the meeting location for the Board regular meetings, effective March 1, 2023.

8. **REPORTS OF MOH/CEO**

Dr. Corneil provided a summary of the local COVID-19 situation and other related updates.

9. **HUMAN RESOURCES & FINANCE UPDATE**

Randy Winters provided an update for information purposes.

10. **MANAGEMENT REPORTS**

The 2022 Year-End Board Report was distributed for information purposes.

11. **BOARD ORIENTATION**

An orientation was provided by Dr. Glenn Corneil and Kerry Schubert-Mackey. A survey link and the presentation document to be shared with all Board members following the meeting.

12. **NEW BUSINESS**

a. **alPha Winter Symposium**

MOTION #4R-2023

Moved by: Jeff Laferriere

Seconded by: Jesse Foley

Be it resolved that the Board of Health approves the virtual registration of the following Timiskaming Board of Health members to the alPha Winter Symposium on February 24, 2023:

- Stacy Wight
- Curtis Arthur
- Lori Jordan
- Mark Wilson
- Steve McIntyre

CARRIED

b. **Briefing Note: Baby Friendly Initiative Status**

MOTION #5R-2023

Moved by: Paul Kelly

Seconded by: Jeff Laferriere

Be it resolved that the Board of Health receives the briefing note “Baby Friendly Initiative Status” for information.

CARRIED

c. **Briefing Note: Mandatory Labels on Alcohol Containers**

MOTION #6R-2023

Moved by: Lori Jordan

Seconded by: Mark Wilson

BE IT RESOLVED that the Board of Health resolve to:

Call on the Government of Canada to amend the Food and Drug Act to make mandatory that all alcohol beverage containers have enhanced alcohol labels affixed:

1. Indicating what constitutes a standard drink;
2. Illustrating the number of standard drinks in the beverage container; and
3. Displaying health messages regarding adverse health outcomes, including the cancer risks associated with the consumption of alcohol.

AND FURTHER THAT, the THU Board of Health endorse, in principle, [Bill S254](#) – An Act to Amend the Food and Drug Act (Warning Labels on Alcoholic Beverages) and [Motion M-61](#) A National Warning Label Strategy for Alcoholic Products.

AND FURTHER THAT, a copy of this endorsement be forwarded to:

- 1) Right Hon. Justin Trudeau, Prime Minister of Canada
- 2) Hon. Jean-Yves Duclos, Minister of Health
- 3) Dr. Theresa Tam, Chief Public Health Officer of Canada
- 4) Hon. Anthony Rota, MP Nipissing Timiskaming
- 5) Hon. Charlie Angus, MP Timmins-James Bay
- 6) Hon. Patrick Brazeau, Senator, Independent
- 7) Hon. Lisa Marie Barron, MP Nanaimo-Ladysmith
- 8) Loretta Ryan, Executive Director, Association of Local Public Health Agencies
- 9) Ontario Boards of Health
- 10) Canadian Public Health Association
- 11) Timiskaming Drug and Alcohol Strategy

CARRIED

13. **CORRESPONDENCE**

MOTION #7R-2023

Moved by: Jesse Foley

Seconded by: Casey Owens

Be it resolved the Board of Health acknowledges receipt of the correspondence for information purposes.

CARRIED

Board Direction: Mr. Foley proposed to support the resolution of Sudbury #29-22 of the Public Health Sudbury and Districts. The proposed motion to be discussed and recommended for approval at the next meeting of March 1, 2023.

14. **IN-CAMERA**

Nothing to report.

15. **RISE AND REPORT**

N/A

16. **DATES OF NEXT MEETINGS**

The next Board of Health meeting will be held on March 1, 2023 at 6:30 p.m. Location to be determined.

17. **ADJOURNMENT**

MOTION #8R-2023

Moved by: Carol Lowery

Seconded by: Lori Jordan

Be it resolved that the Board of Health agrees to adjourn the regular meeting at 8:11 p.m.

CARRIED

Stacy Wight, Board Chair

Rachelle Cote, Recorder

Temiskaming Shores Public Library Board

Meeting Minutes

Wednesday, January 25, 2023

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

1. Call to Order

Meeting called to order by Library CEO Rebecca Hunt at 7:00 p.m.

2. Roll Call

Present: Claire Hendrikx, Brigid Wilkinson, Melanie Ducharme, Erica Burkett, Nadia Pelletier-Lavigne, Joyce Elson and Library CEO Rebecca Hunt in person. Sara Bahm, Erin Little and Thomas McLean via Zoom.

Regrets: none

Members of the Public: 1 member arrived at 7:59 pm.

3. Election of officers:

There was one nomination for Brigid Wilkinson for Chair, and one nomination for Erin Little for Vice Chair

Brigid Wilkinson was elected by acclamation to the position of Chair.

The Chair was passed to Brigid Wilkinson.

Erin Little was elected by acclamation to the position of vice-chair.

4. Adoption of the Agenda

Motion #2023-1

Moved by: Melanie Ducharme

Seconded by: Claire Hendrikx

Be it resolved that the Temiskaming Shores Public Library Board accepts the January 25, 2023 agenda as presented.

Carried.

5. Declaration of conflict of interest: None.

6. Adoption of the Minutes

Motion #2023-2

Moved by: Thomas McLean

Seconded by: Joyce Elson

Be it resolved that the Temiskaming Shores Public Library Board approves the minutes of the meeting held on Wednesday, October 26, 2022 as presented.

Carried.

7. Business arising from Minutes:

a. Community Fridge agreement. For information. The Board reviewed the agreement and the CEO updated the Board on the project.

8. Correspondence:

a. From Ontario Library Service. Re: Board Assembly Representative. A Board Representative will be appointed at the next meeting.

9. Secretary–Treasurer’s Report

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

Library CEO’s Report

January 11, 2023

Building: I have continued to do the Fire Safety checks on a monthly basis and report that I have completed them to the Fire Prevention Officer for the City.

The city has provided a carpet cleaner for the library and the janitor will be doing spot cleaning of a number of areas over the next few weeks.

CJTT Chats: I am continuing to do monthly CJTT chats to promote library programs. My next chat is on Wednesday, February 8.

Connectivity Fund Grant: I have submitted the application for the connectivity fund grant to cover the costs of our internet for 2023. We should receive our funding by early February.

IDA Ontario Grant: I have submitted the final report with proof of expenditures to IDA Ontario. They have indicated they will try to run the program again next year. If so, we are eligible to apply again.

Inter-Library Loan (ILL) program: During the absence of our ILL clerk another Library Clerk and the CEO have taken over ILL duties. We have limited the number of requests patrons can make to 1 at a time, and have started loaning books to other libraries again effective January 3. If it becomes too much we will suspend the service again.

Ontario Parks Day Pass Program: I filed the final report for the 2022 program and I submitted the 2023 application to the Ontario Parks Day Pass Lending Program in November. We received our new passes in early January and they are on the shelf for circulation.

OverDrive subscription: We have re-subscribed to OverDrive for 2023. The fee has increased by about 2% from 2022, but our circulations on OverDrive have increased by about 12.5% over this time last year so it is well worth the investment.

School Visits: Three French JK and SK classes from Ecole St. Michel came to the library for a tour, storytime and craft in November and December. We have a grade 4 class from New Liskeard Public School who is scheduling bi-weekly visits for the winter and spring to work on learning how to use the library to do research projects.

Timiskaming Health Unit Digital Divide Grant: I have submitted the final report for the THU Digital Divide grant. 41 community members benefitted from the program by checking out the portable wifi devices from August to October 2022.

Programs:

Family Literacy Week handouts—January 23-28

Afternoon Book Club—started on January 25

Family Fun Day—January 28

Blind Date with a Book—February 1-March 4

Valentine's Day craft—February 11

Lego Challenge—February 11

Saturday Storytime—January 25

Finances and Statistics

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

Motion #2023-3

Moved by: Nadia Pelletier-Lavigne

Seconded by: Thomas McLean

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

Carried.

10. Committee Reports:

- a. FINANCE AND PROPERTY: Nothing to report.
- b. PLANNING, POLICY, PERSONNEL AND PUBLICITY: Library CEO Performance Evaluation. The committee reported on the process.
- c. STRATEGIC PLANNING: Nothing to report.
- d. LIBRARY SERVICES: Nothing to report.

The Board will make appointments to the committees at the next meeting.

11. New Business:

- a. **Overview of Library Information 2023.** For information.
- b. **Library Board meeting schedule.** For discussion/information.
- c. **Report LIB-01-2023 OLA Superconference 2023 CEO attendance.**

Motion #2023-4

Moved by: Melanie Ducharme

Seconded by: Sarah Bahm

Be it resolved that the Temiskaming Shores Public Library Board accepts report LIB-01-2023 OLA Superconference 2023 CEO Attendance and approves sending Library CEO Rebecca Hunt to the Ontario Library Association 2023 Conference and Federation of Ontario Public Libraries Meeting in Toronto from January 31-February 4, 2023.

Carried.

d. Report LIB-02-2023 CFC Conference 2023 CEO attendance.

Motion #2023-5

Moved by: Thomas McLean

Seconded by: Erica Burkett

Be it resolved that the Temiskaming Shores Public Library Board accepts report LIB-02-2023 Community Foundations Canada Conference 2023 CEO Attendance and approves sending Library CEO Rebecca Hunt to the CFC 2023 Conference in Toronto from May 31-June 3, 2023.

Carried.

e. 2023 Draft 1 budget update. For information. The Board reviewed the draft budget, which has been presented to the City Treasurer, Director of Corporate Services and City Manager.

f. Conversation with Nina Wallace regarding TSPL memberships for Timiskaming First Nation and Kiwetin school community members. The CEO updated the Board on the conversation and opportunity for partnership.

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

a. Facilities-6 Patron Exclusion and Appeal. Motion.

Motion #2023-6

Moved by: Claire Hendrikx

Seconded by: Erin Little

Be it resolved that the Temiskaming Shores Public Library Board accepts the Policy Patron Exclusion and Appeal as reviewed by the Board.

Carried.

13. Closed session

Motion #2023-7

Moved by: Claire Hendrikx

Seconded by: Sarah Bahm

Be it resolved that the Temiskaming Shores Public Library Board goes into closed session at 8:01 p.m. in regards to identifiable individuals.

Carried.

Motion #2023-8

Moved by: Claire Hendrikx

Seconded by: Erica Burkett

Be it resolved that the Temiskaming Shores Public Library Board rises from closed session at 8:54 p.m. with report.

Carried.

Motion #2023-9

Moved by: Claire Hendrikx

Seconded by: Thomas McLean

Be it resolved that the Temiskaming Shores Public Library Board accepts the closed session minutes of October 26, 2022.

Carried.

14. Adjournment

Adjournment by Brigid at 8:56 p.m.

Chair –

1.0 CALL TO ORDER

The meeting was called to order at 3:27 p.m.

2.0 ROLL CALL

PRESENT:	Councillor Pat Anderson (Chair), Town of Cobalt Mayor Mita Gibson, Town of Cobalt (departed at 4:10 p.m.) Councillor Melanie Ducharme, Temiskaming Shores Councillor Mark Wilson, Temiskaming Shores Mayor Jeff Laferriere, Temiskaming Shores Amy Vickery, City Manager Mitch McCrank, Manager of Transportation Airiana Leveille, Deputy Clerk (Committee Secretary)
REGRETS:	None

3.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

4.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

Additon: Under New Business Item 9 b) Peak demand schedule

5.0 APPROVAL OF AGENDA

TC-2023-005

Moved by: Councillor Melanie Ducharme

Be it resolved that:

The Temiskaming Transit Committee agenda for the February 16 meeting be approved as amended.

CARRIED

6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

TC-2023-006

Moved by: Councillor Mark Wilson

Be it resolved that:

The Temiskaming Transit Committee minutes for the January 17, 2023 meeting be adopted as printed.

CARRIED

7.0 CORRESPONDENCE/INTERNAL

None

8.0 UNFINISHED BUSINESS

a) Compensation for Service Disruption

The disruption period is now known and is Jan 1 – Feb 27, 2023. Staff noted over 100 monthly passes sold in the months of January and February. Committee discussed and decided on a discount for pass holders and general ridership and noted it would be an incentive and welcome back compensation.

TC-2023-007

Moved by: Councillor Melanie Ducharme

Be it resolved that:

The Transit Committee approves the following compensation for the disruption in service between January 1 - February 27, 2023:

- Individuals that bought a monthly pass in January or February, are entitled to a free month.
- Fare set at \$2 per trip for the period of February 27 – March 19, 2023 on all cash fares

CARRIED

9.0 NEW BUSINESS

a) Transit Update

Mitch McCrank, Manager of Transportation provided an update on the transition. Voyago has hired four FT drivers and the Transit Supervisor. Fleet is ready to go and facility almost ready. Based on discussions, soft launch could begin as early as February 21, 2023, with a peak schedule commencing on February 27, 2023. Communications will be prepared for release before end of week and DK's Taxi will be provided notice of end date along with a note of thanks.

TC-2023-008

Moved by: Councillor Melanie Ducharme

Be it resolved that:

The general verbal Transit Update provided February 16, 2023, be accepted as presented

CARRIED

b) Peak Demand Schedule

Mitch McCrank, Manager of Transportation provided a breakdown of the new operational schedule as a starting base for operations and with peak times staffed with a second bus. This was in response to find efficiencies and developed using ridership data. Committee notes needing to ensure viability.

TC-2023-009

Moved by: Councillor Mark Wilson

Be it resolved that:

The 2023 transit schedule with peak demand times be accepted as presented for implementation.

CARRIED

10.0 MEETING SCHEDULE

The next meeting is scheduled for March 16, 2023, at 3:00 pm

11.0 ADJOURNMENT

TC-2023-010

Moved by: Councillor Melanie Ducharme

Be it resolved that:

The Transit Committee meeting is adjourned at 4:15 p.m.

CARRIED

1. CALL TO ORDER

Meeting called to order at 3:03 p.m.

2. ROLL CALL

PRESENT:	Mayor Jeff Laferriere, Chair Councillor Ian Graydon Councillor Nadia Pelletier-Lavigne (arrived 3:16pm) Amy Vickery, City Manager Shelly Zubyck, Director of Corporate Services (secretary) Steve Langford, Fire Chief Gabriel Tasse, By-Law Melvin Bursey, Chief Building Official Jennifer Pye, Municipal Planner
REGRETS:	Stephanie Leveille, Treasurer Airianna Leveille, Deputy Clerk (Committee Secretary)

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

Recommendation PPP-2023-001

Moved by: Councillor Ian Graydon

Be it resolved that:

The Protection to Persons and Property Committee agenda for the February 15, 2023, meeting be approved as printed.

CARRIED

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation PPP-2023-002

Moved by: Councillor Ian Graydon

Be it resolved that:

The Protection to Persons and Property Committee minutes of the October 20, 2022 meeting be adopted as presented.

CARRIED

7. PRESENTATIONS/CORRESPONDENCE

None

8. UNFINISHED BUSINESS

a) Animal Control

Amy Vickery, City Manager provided a full report of the Animal Control Review Team. The report provided a summary of the activities and research conducted by the committee to date and provided results of the findings along with recommendations to explore. The committee requested direction to explore the following items for full report to Council:

- New By-law for Animal Care and Control in accordance with the preferred level of service with public consultation period.
- Prepare for a pilot of a city owned facility for animal care and impoundment and complete the necessary renovations in conformity with the standards.
- Prepare position descriptions and set required skill sets for the staffing and appointment of officer(s) for consideration.
- Continue to explore community programs and partnerships for the delivery of service(s).

Recommendation PPP-2023-003

Moved by: Councillor Ian Graydon

Be it resolved that:

The Protection to Persons and Property Committee supports the committee to continue to work on items as outlined in the administrative report, for a report and recommendation to council.

CARRIED

9. NEW BUSINESS

a) Introductions – Melvin Bursey, CBO

The Committee welcomed Melvin Bursey to the position effective January 30, 2023.

b) Fire Activity Report

Steve Langford, Fire Chief presented the Fire Activity Report for the period of January 1, 2022 – February 6, 2023.

c) Planning Fees Update

Jennifer Pye, Planner presented a summary of the review of planning fees and made recommendations for an update to the fees and structure. She noted the fees have remained unchanged since 2012 and HST is not applicable to planning type fees.

Recommendation PPP-2023-004

Moved by: Councillor Nadia Pelletier-Lavigne

Seconded by: Councillor Ian Graydon

Be it resolved that:

The Protection to Persons and Property Committee recommends proceeding with an update to all planning fees for consideration of Council.

CARRIED

d) Amendments and policy change to Bill 109 & 23

Jennifer Pye, Planner presented a draft Official Plan Amendment and Zoning By-law Amendment for the City of Temiskaming Shores required due to recent amendments to the Planning Act through Bill 109 (the More Homes for Everyone Act, 2022) and Bill 23 (the More Homes Built Faster Act, 2022). These amendments are necessary to bring the City's Official Plan and Zoning By-law into compliance.

Recommendation PPP-2023-005

Moved by: Councillor Ian Graydon

Be it resolved that:

The Protection to Persons and Property Committee recommends proceeding with the proposed amendments as presented in accordance with the public process as set out in the Planning Act and for council's final consideration and approval.

CARRIED

e) Traffic By-law Amendment

Staff conducted a review of all accessible parking spaces in consultation with the Accessibility Committee and propose an amendment to the Traffic By-law 2012-101. Staff have also determined that the City's Traffic and Parking By-law does not conform with the Design of Public Spaces Standard of the Accessibility for Ontarians with Disabilities Act. A Draft amendment was presented for review by Committee.

Recommendation PPP-2023-006

Moved by: Councillor Pelletier-Lavigne

Be it resolved that:

The Protection to Persons and Property Committee recommends proceeding with the proposed amendments to the Traffic By-law as presented for consultation with the Temiskaming Shores Accessibility Advisory Committee, and to Council for final consideration and approval.

CARRIED

10. NEXT MEETING

TBD

11. ADJOURNMENT

Recommendation PPP-2023-007

Moved by: Councillor Ian Graydon

Be it resolved that:

The Protection to Persons and Property Committee meeting is adjourned at 5:00 p.m.

CARRIED

1. CALL TO ORDER

The meeting was called to order at 9:00 a.m.

2. ROLL CALL

PRESENT:	Mayor Jeff Laferriere (Chair) Councillor Danny Whalen Councillor Mark Wilson Amy Vickery, City Manager Steve Burnett, Manager of Environmental Services Mitch McCrank, Manager of Transportation Services Airiana Leveille, Deputy Clerk (Committee Secretary)
REGRETS:	Darrell Phanuef, Environmental Superintendent Jamie Sheppard, Transportation Superintendent

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

Added under Item 9

f) Downtown Cores Traffic Study Update

g) MTO Annual Meeting

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

Recommendation PW-2023-001

Moved by: Councillor Mark Wilson

Be it resolved that:

The Public Works Committee agenda for the February 15, 2023, meeting be approved as amended.

CARRIED

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation PW-2023-002

Moved by: Councillor Danny Whalen

Be it resolved that:

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

CARRIED

7. PRESENTATIONS/CORRESPONDENCE (INTERNAL/EXTERNAL)

Mitch McCrank, Transportation Services noted all road closure requests are to be submitted in accordance with the Policy and he has been encouraging the application process.

8. UNFINISHED BUSINESS

a) New Liskeard Landfill Expansion – Update

Steve Burnett, Environmental Services provided a brief update and noted the outstanding items in 2023 include the storage building, installation of scales, paving and bins. The scale will be in volume, measured by tonnes.

b) ICI Water Meter Installation – Update

Steve Burnett, Environmental Services reported the status remains the same with 50 meters left to be installed. There is a delay in production from supplier and pushing the project to later in the year. Steve provided background on the project for new members of council and noted the data gathered from the previously installed meters can be used to establish and confirm rates. Jeff Laferriere recommended a communication plan be established.

c) WTP Filter Rehabilitation-Update

Steve Burnett, Environmental Services reported the project is ongoing due to a late start in 2022. Media has been removed and refurbishment work complete. Next steps will be the underdrain and recommissioning. He will set up a plant tour for council next week.

9. NEW BUSINESS

a) Landfill Negotiation Update

Steve Burnett, Environmental Services reported negotiations are underway with Phippen Waste Management for management and operations of the New Liskeard Landfill expected to transition in July 2023. The increased cost estimate for 2023 operations is \$232,123. He provided an analysis of the new operation based on the contract negotiations to date.

The new operations must align with the ECA and Design and Operations Plan developed by Wood Environment & Infrastructure Solutions. It was noted the new landfill is larger with additional operational costs with moving bins, need for full time scale house attendant and additional provisions. A copy of the ECA and site layout will be circulated to the committee. The committee discussed the cost increase impact to the Town of Cobalt, as a user. The tipping fees were discussed, and Steve confirmed EXP were engaged to develop a new tipping fee analysis and schedule. A preliminary review of the solid waste levy and user fee analysis was provided. The committee discussed consideration to change the solid waste diversion rate and noted further analysis required before implementation, however a slight increase for 2023 would be appropriate.

Recommendation PW-2023-003

Moved by: Councillor Mark Wilson

Be it resolved that:

The Public Works Committee accepts the landfill proposal for operations of the new landfill as provided by Phippen Waste Management and presented by Manager of Environmental Services and recommends the contract be amended for consideration of Council.

CARRIED

b) Traffic and Parking By-Law Update

Staff conducted a review of all accessible parking spaces in consultation with the Accessibility Advisory Committee and propose amendments to the Traffic By-law 2012-101. Draft amendment provided to Committee for review and further review required signage for Grant Drive Extension and Hwy 65.

c) Leading Pedestrian Intervals – Downtown New Liskeard

Councillor Mark Wilson introduced and presented a sample policy. Recommends the committee review and consider. It was noted the intersection of Whitewood and Armstrong is an example of an area that would benefit from this type of policy.

d) Line Painting – Rorke Ave for Discussion

Mitch McCrank, Manager of Transportation noted he preferred to discuss Rorke Ave with TYLin International Canada Inc. consultants who are engaged to complete the Transportation Study before completing the line painting.

e) Public Works Update

Mitch McCrank, Manager of Transportation reported the 2023 contract extensions, are underway with some complete and others being posted. The extensions include liquid calcium (dust suppression), sidewalks, snow ditching, asphalt patching, etc. The RFP for Fuel closes next week.

Public Works staff attending upcoming TDSS Job Fair

Steve Burnett, Environmental Services reported there is currently a full compliment of staff in the department. Water breaks are good so far.

f) Downtown Cores Traffic Study Update

Mitch McCrank, Manager of Transportation provided an update noting the Notice of Commencement coming soon and the public survey will be open for thirty days. Spring/Summer data collection.

g) MTO Annual Meeting

Amy Vickery, City Manager requested any specific topics to be included in the agenda for the annual meeting with the Ministry of Transportation. The committee discussed items and Amy will create a draft list of agenda items.

10. CLOSED SESSION

None

11. NEXT MEETING

March 16, 2023, at 9:00 a.m.

12. ADJOURNMENT

Recommendation PW-2023-04

Moved by: Councillor Mark Wilson

Be it resolved that:

The Public Works Committee meeting is adjourned at 11:10 a.m.

CARRIED

Subject: Procedural By-law

Report No.:

CS-007-2023

Agenda Date:

March 7, 2023

Attachments

Appendix 01: Draft Procedural By-Law (**By-Law 2023-022**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-007-2023;
2. That Council directs staff to prepare the necessary by-law to adopt a Procedural By-law for the City of Temiskaming Shores for consideration of First and Second Reading at the March 7, 2023 Regular Council meeting.

Background

Since the beginning of the 2022-2026 Term of Council; discussions relating to the City's Procedural By-Law have been underway. In general, the By-law is in need of an update to include provisions set forth in the Municipal Act relating to Closed Session and other matters, as well as housekeeping items as outlined below. Staff was also directed to include provisions for Committee of the Whole. As a result of these discussions, staff are proposing the existing Procedural By-Law 2008-160, as amended, be repealed and replaced.

Analysis

Key changes to the Procedural By-law include:

1. **Purpose and Principles (Section 2)**
Added this section for clarity.
2. **Meetings (Section 5)**
Included Committee of the Whole meetings as per Council's direction. Committee of the Whole will be held every 1st Tuesday of the month beginning at 3:00pm. Regular Meetings will be held every 3rd Tuesday of the month beginning at 6:00pm.

All other relevant sections have been amended to allow for the inclusion of Committee of the Whole Meetings.

3. **Electronic Participation (Section 6)**
 Included provisions in regards to electronic participation for meetings.
4. **Closed Session (Section 8)**
 This section has been expanded to include new provisions under the Municipal Act, 2001 regarding Closed Sessions.
5. **Electronic Devices (Section 15)**
 This section has been included to outline the use of electronic devices by Council, staff and member of the public.
6. **Agenda (Section 40)**
 Amended agenda items to include Committee of the Whole and remove one (1) Question and Answer period during Regular Meetings.

The draft By-law was presented to the Corporate Services Committee on February 9, 2023. The Committee directed staff to prepare the necessary By-law for Council's review and consideration at a future meeting.

Relevant Policy / Legislation / City By-Law

Consultation / Communication

- Corporate Services Committee
- Public Notice provided as per By-Law 2004-022; Procedures for Public Notice

Financial / Staffing Implications

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

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

Staffing implications are limited to normal administrative functions and duties.

Alternatives

No alternatives are being proposed.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Shelly Zubyck
Director of Corporate
Services

Amy Vickery
City Manager

Subject: Haileybury Family Health Team Lease
Report No.: CS-008-2023
Agenda Date: March 7, 2023

Attachments

Appendix 01: Draft Lease Agreement with the Haileybury Family Health Team
(Please refer to By-law No. 2023-023)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-008-2023;
2. That Council directs staff to prepare the necessary by-law to enter into a one (1) year lease agreement with a 2% increase to the rental rates for use of office space by the Haileybury Family Health Team at the Haileybury Medical Centre for consideration at the March 7, 2023 Regular Council meeting.

Background

The Haileybury Family Health Team is currently using 1,464 square feet of space at the Haileybury Medical Centre. The lease agreement with the Haileybury Family Health Team will expire on March 31, 2023.

Analysis

In order for the City maintain a favorable position and recuperate the costs associated with operating the Haileybury Medical Centre, staff is recommending an increase of 2%, which represents an increase from \$23.50 to \$23.97 for the Haileybury Family Health Team per sq. foot.

The term of the lease will be one (1) year with the same provisions of the lease remaining the same.

Relevant Policy / Legislation / City By-Law

Consultation / Communication

Financial / Staffing Implications

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

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

The Medical Centre expenses and revenues are budgeted such that 50% of any excess revenue in a particular year is transferred to a reserve specifically used for capital projects related to the building.

In 2022, approximately \$2,480 was transferred to the Medical Centre Reserve contributing to a year end total of \$17,117.

The rental of the 1,464 ft² of space based on the 2% increase is shown in the following table:

Schedule	Room	Footage	2023 Rate	Rent/Year
A	215	84 sq. ft.	\$23.97	\$2,013.48
B	221	272 sq. ft.	\$23.97	\$6,519.84
C	236	144 sq. ft.	\$23.97	\$3,451.68
D	238	96 sq. ft.	\$23.97	\$2,301.12
E	239	84 sq. ft.	\$23.97	\$2,013.48
F	240	456 sq. ft.	\$23.97	\$10,930.32
G	242	240 sq. ft.	\$23.97	\$5,752.80

H	250	88 sq. ft.	\$23.97	\$2,109.36
Total		1,464sq. ft.		\$35,092.08

Staffing implications are limited to normal responsibilities.

Alternatives

No alternatives are being proposed by staff.

Submission

Prepared by:

Reviewed and submitted for
 Council's consideration by:

“Original signed by”

“Original signed by”

Shelly Zubyck
 Director of Corporate
 Services

Amy Vickery
 City Manager

Subject: Part Lot Control Exemption:
2373775 Ontario Inc

Report No.: CS-009-2022

Agenda Date: March 7, 2023

Attachments

Appendix 01: Registered Plan 54R-6262

Appendix 02: Draft by-law to remove part lot control (**Please refer to By-Law 2023-024**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-009-2023; and
2. That Council directs staff to prepare the necessary by-law to grant an exemption to the part-lot control provisions of the Planning Act on the lands described as: Part of PIN 61339-0756, Part of Block C Plan M79NB, Parts 1 and 2 Plan 54R-6262; Temiskaming Shores; District of Timiskaming; for consideration during the by-law portion of the March 7, 2023 Regular Council meeting.

Background

Council passed By-law 2022-050 on March 15, 2022, approving an application for part lot control exemption for four properties located in the Rivard Court development. The By-law expired on December 31, 2022, removing the part-lot control exemption from the lots and thereby the ability to transfer the lots separately. Two of the lots had been transferred prior to the lapsing of the by-law, however 110 and 112 Rivard Court remained in the name of the developer.

Section 50(5) of the Planning Act provides that part of a lot or block on a registered plan of subdivision cannot be transferred where the same entity owns adjacent lands, without the approval of the Municipality. Section 50(7) of the Planning Act, however, allows a municipality to pass by-laws granting exemptions from the provisions of Section 50(5) for all or any part of a registered plan of subdivision. The by-law allows the conveyance of a portion of a lot or block within a registered plan of subdivision without approval of the Committee of Adjustment. Granting exemption from part lot control does not require notification or a public meeting and does not allow for an appeal process.

The developer is seeking a new part-lot control exemption to allow the transfer of both portions of the semi-detached dwelling on the property to separate owners. A part lot control exemption is commonly used for further dividing semi-detached and townhouse

developments once the structures are built to properly locate the lot line along the common centre wall.

Analysis

Each of the lots in this development were created through the part-lot control process, which is typically used for semi-detached and rowhouse developments where another planning process is required that allows for the adequate evaluation of the principles of development; generally a plan of subdivision would be approved and part-lot control would be applied to attached-unit blocks within the development to allow separation of the properties post-construction. Part-lot control allows for construction to occur prior to a survey in order to ensure the property line is commensurate with the interior partitions as constructed, rather than establishing the property line first and constructing the interior separation(s) based on the property line.

The semi-detached dwelling on the property is nearing completion and the developers are preparing to transfer the units to individual owners. It is recommended that the part-lot control exemption be granted for a period ending on December 31, 2023. If necessary, Council can approve an extension to the timeline prior to the lapsing date.

The property is located between Lakeshore Road and Rivard Court and is zoned Medium Density Residential (R3) in the City of Temiskaming Shores Zoning By-law. Semi-detached dwellings are permitted uses in the R3 zone.

Based on the above information, it is recommended that Council pass a by-law granting part lot control exemption for the lands described as: Part of PIN 61339-0756, Part of Block C Plan M79NB, Parts 1 and 2 Plan 54R-6262; Temiskaming Shores; District of Timiskaming.

Relevant Policy / Legislation / City By-Law

- City of Temiskaming Shores Zoning By-law 2017-154 and By-law 2018-154
- By-law 2019-041 – Development Agreement with 2373775 Ontario Inc

Consultation / Communication

- None

Financial / Staffing Implications

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

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

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

Alternatives

No alternatives were considered

Submission

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

Jennifer Pye, MCIP, RPP
Planner

"Original signed by"

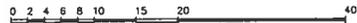
Shelly Zubyck
Director of Corporate
Services

"Original signed by"

Amy Vickery
City Manager

PLAN OF SURVEY OF
PART OF BLOCK 'C'
REGISTERED PLAN M-79 NB
CITY OF TIMISKAMING SHORES
DISTRICT OF TIMISKAMING

SCALE 1 : 400 METRES



SURVEYORS ON SITE INC.

THE INTENDED PLOT SIZE OF THIS PLAN IS 609mm IN WIDTH BY 457mm IN HEIGHT WHEN PLOTTED AT A SCALE OF 1 400 METRES.



NOTES

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

DISTANCES ON THIS PLAN ARE HORIZONTAL GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY THE AVERAGE COMBINED SCALE FACTOR OF 0.99968019

BEARINGS ARE UTM GRID, AND ARE DERIVED FROM SCPs. COSINE MONUMENTS HCM00819740135 & HCM01019801501 AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 17 (81° WEST LONGITUDE) NAD83(CSRS)(2010.0)

LEGEND

- MONUMENT PLANTED
- MONUMENT FOUND
- SIB STANDARD IRON BAR
- SSIB SHORT STANDARD IRON BAR
- IB IRON BAR
- M MEASURED
- S SET
- WT WITNESS
- P1 PLAN 54R-6121
- SOS SURVEYORS ON SITE INC.

SCHEDULE				
PART	BLOCK	PLAN	PIN	AREA (m ²)
1				561.080
2				531.118
3			PART OF PIN 61339-0756 (LT)	756.367
4	PART OF BLOCK 'C'	REGISTERED PLAN M-79 NB		840.900
5				372.70±
6			ALL OF PIN 61339-0735 (LT)	216.00±
7				438.10±
8				174.30±

PARTS 1 TO 4 (INCLUSIVE) COMPRISE PART OF PIN 61339-0756 (LT)
PARTS 5 TO 8 (INCLUSIVE) COMPRISE ALL OF PIN 61339-0735 (LT)
PARTS 6 & 8 ARE SUBJECT TO FLOODING AS DESCRIBED IN LT 61457

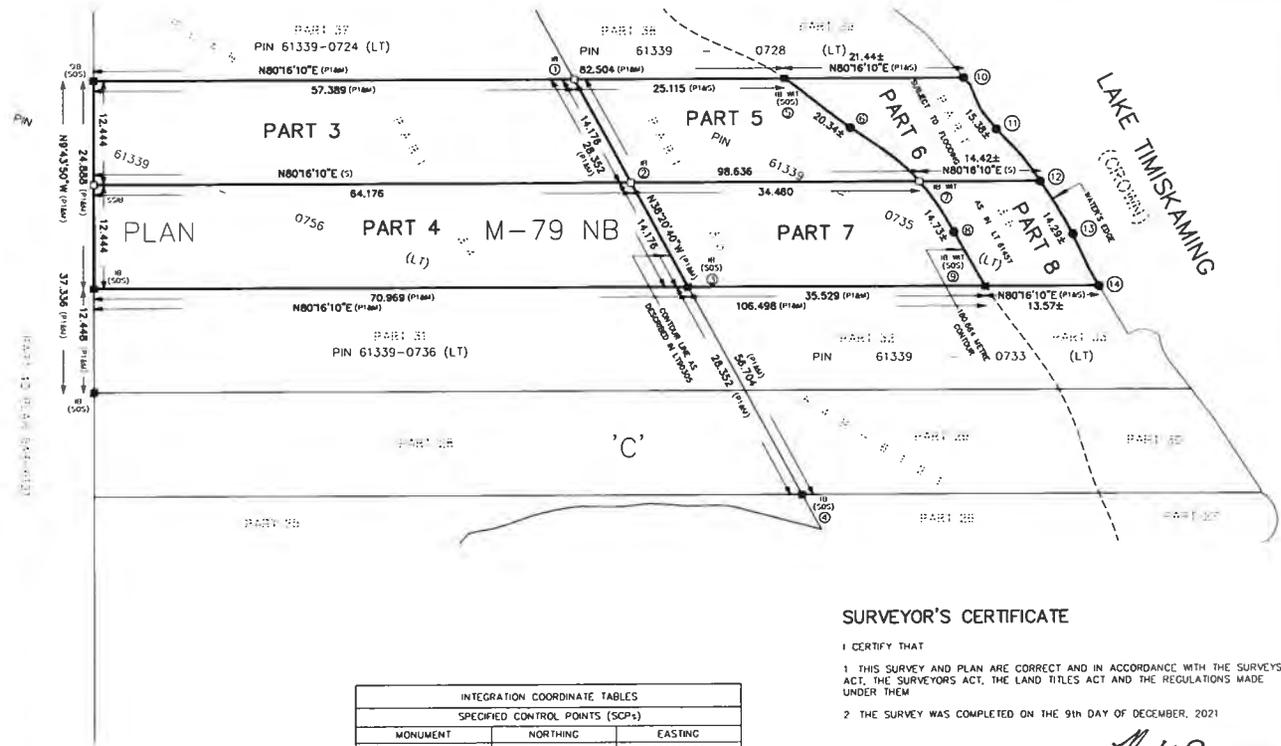
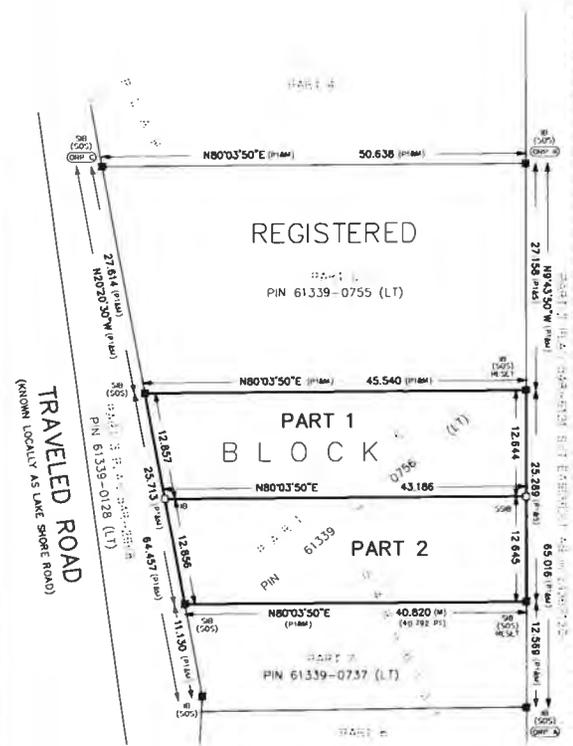
PLAN 54R-6262

Received and deposited

February 25th, 2022

Mona Irace

Representative for the
Land Registrar for the
Land Titles Division of
Timiskaming (No.54)



COORDINATE TABLE		
CONTOUR AS DESCRIBED IN LT90305		
POINT ID	NORTHING	EASTING
①	5261282.54	599537.66
②	5261271.45	599546.44
③	5261260.33	599555.22
④	5261238.09	599572.82

COORDINATE TABLE		
180 644 METRE CVD28 CONTOUR		
POINT ID	NORTHING	EASTING
⑤	5261286.78	599562.41
⑥	5261282.24	599571.18
⑦	5261277.28	599580.39
⑧	5261272.09	599585.41
⑨	5261266.34	599590.25

COORDINATE TABLE		
WATER'S EDGE		
POINT ID	NORTHING	EASTING
⑩	5261290.41	599583.54
⑪	5261284.92	599588.45
⑫	5261279.72	599594.60
⑬	5261274.21	599599.40
⑭	5261268.63	599603.62

INTEGRATION COORDINATE TABLES		
SPECIFIED CONTROL POINTS (SCP _s)		
MONUMENT	NORTHING	EASTING
00819740135	5261369.86	598036.73
01019801501	5267341.13	599712.54

UTM ZONE 17, NAD83(CSRS)(2010.0)

OBSERVED REFERENCE POINTS (ORP_s) ARE DERIVED FROM RTK MEASUREMENTS ON SCP_s AND ARE REFERRED TO UTM ZONE 17, NAD83(CSRS)(2010.0)

COORDINATES SHOWN HEREON HAVE A RELATIVE ACCURACY TO MEET THE REQUIREMENTS OF AN URBAN AREA AT A 95% CONFIDENCE LEVEL AS PER SEC 14(2) OF REG 216/10 UNDER THE SURVEYS ACT

POINT ID	NORTHING	EASTING
ORP A	5261195.77	599473.95
ORP B	5261259.83	599462.96
ORP C	5261251.07	599413.10

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

SURVEYOR'S CERTIFICATE

I CERTIFY THAT

1 THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM

2 THE SURVEY WAS COMPLETED ON THE 9TH DAY OF DECEMBER, 2021

JANUARY 24, 2022

Ryan W. Sequin
RYAN W. SEQUIN
ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER V-20076



50 WHITEWOOD AVENUE
NEW LISKEARD, ONTARIO
POJ 1P0
705-622-0872
www.surveyorsonsite.com

Subject: Planning Fees Update

Report No.: CS-010-2023

Agenda Date: March 7, 2023

Attachments

Appendix 01: Chart of Actual Costs Associated with Processing Most Common Planning Applications

Appendix 02: Planning Fee Comparison Charts

Appendix 03: Proposed Planning Fees and Rationale Chart

Appendix 04: Draft By-law to amend By-law No. 2012-039 and repeal by-laws 2012-056, 2016-020, and 2019-112 (**Please refer to By-Law 2023-025**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-010-2023;
2. That Council agrees to amend Schedule “E” to By-law 2012-039, being a by-law to adopt a schedule of department user fees and service charges and to repeal By-law 2012-056, being a by-law to prescribe a tariff of fees for the processing of planning applications made in respect to planning matters, and By-laws 2016-020 and 2019-112, both being by-laws to amend Schedule “E” to By-law 2012-056;
3. That Council directs staff to prepare the necessary by-law to amend By-law 2012-039 – Schedule “E” Planning, By-law and Building Services for consideration at the March 7, 2023 Regular Council meeting.

Background

Fees collected for processing various Planning applications have not been reviewed since 2012, with the exception of several new fees that were added in 2016 and 2019 to address various situations (eg. approval authority for plans of subdivision being delegated to the City by the Ministry of Municipal Affairs and Housing). In the intervening years advertising costs and wages have increased, and development applications have increased in complexity, with the result being an increase in the time required to review and process the applications. Based on these considerations it is necessary to review the fee schedule to off-set the City’s costs associated with these applications. It has also been determined

that there are several additional processes for which fees could be introduced to recover some of the costs associated with required review and processing and these are outlined in the Analysis section of this report.

Analysis

As noted in the previous section, development applications have been increasingly intricate and are requiring a significant amount of staff time and resources to review and process. It is important that the established fees be balanced to ensure cost-recovery for the municipality but not cost-prohibitive for any applicant, from the large-scale developers to the local companies and residents..

Additionally, through review of the fees charged by Planning Departments in other municipalities it was noted that other jurisdictions do not charge HST on planning application fees, while the City has historically charged HST on planning applications. As such, the end-cost of the application fee to the applicant, factoring in the previously-charged HST, was considered in the proposed fee increases, and HST will not be collected on planning applications under the proposed fee schedule.

Given the above considerations, the Planning Department also reviewed the actual costs associated with processing the most common applications submitted to the City: Zoning By-law amendment applications; minor variance applications; and consent applications. Each type of application was broken down into processing steps and the time/resources required for each step was determined (note that this would be for an average application and would not capture those applications requiring significant preconsultation, review, etc). This information is attached as Appendix 01.

Additionally, the application fees for other northern Ontario municipalities of varying populations were reviewed to ensure the proposed fees were in keeping with the general trend of comparable communities. The information is attached as Appendix 02.

Opportunities to realize the recovery of additional costs were also identified through both the review of planning fees in other communities as well as staff experience since the previous fee review was completed. Recent amendments to the Planning Act have also granted some new authorities to municipalities for which fees are needed. Staff are proposing to add fees for the following matters:

- Cancellation Certificate – this is a new authority granted through Bill 108, this process allows municipalities to cancel consent certificates where there was previously no mechanism to do so. A public process is not mandated, but the Committee of Adjustment must be convened to render a decision.

- Validation Certificate – there is no fee currently established. Validation certificates cure previous breaches of the Planning Act that may occur when land has been transferred in opposition to Section 50 of the Planning Act. A public process is not mandated, but the Committee of Adjustment must be convened to render a decision.
- Draft Plan Approval Reinstatement – this is a new authority granted through Bill 23 allowing the reinstatement of draft approval for a plan of subdivision that has been lapsed for no more than five years, rather than requiring the developer to proceed through a new application process.
- Telecommunication Tower Land Use Authority Review – Applications for new telecommunication tower sites must be reviewed with the local municipality, and Council concurrence is required in some cases. The City currently does not have an established fee for these requests.
- Use of City-Owned Land Request (encroachment agreement, easement, etc) – there is currently no fee established for these requests, which involve staff time for consultation on the request, a site visit(s), preparation of the recommendation and by-law, and coordination with the applicant's legal counsel on preparation of the agreement. This fee would be in addition to any annual fee imposed by Council through approval of a request.

Staff are also recommending the removal of the following items from the fee schedule:

- Site Plan Control Application, Single Detached Residential – Bill 23 removed the ability for municipalities to utilize site plan control for residential development of 10 or fewer dwelling units. The City previously used site plan control for all development on waterfront properties, including residential development, and for residential development on lots within registered plans of subdivision where the subdivision agreement requires site plan control prior to the issuance of a building permit. Staff are investigating alternate approaches for these situations, however at this time it is recommended that this fee be removed from the fee schedule as it is no longer applicable.
- Advertising Fee – through the 2012 fee schedule update the City introduced a separate advertising fee to cover some of the costs of public notification (newspaper notification through the Community Bulletin, and mailing to property owners within a specified distance of the property and external agencies prescribed by the Planning Act). The proposed fees include the advertising fee within the base application fee and it is therefore recommended that this fee be removed from the by-law.

Considering the final out-of-pocket cost to an applicant of the current fee structure, the proposed fees represent a minimal increase. Given that the City will no longer be charging HST on application fees, the increased revenue to the City is more significant than the

proposed out-of-pocket cost to applicants. There are, however, some exceptions where staff are recommending a more significant increase to the existing fees:

- Site Plan Agreement – The current fee for site plan applications is \$500 + HST = \$565.00 + all legal and land titles fees to register the agreement on title to the property, and staff's recommendation is to increase the fee to \$800.00. These applications require a significant amount of preconsultation and review of numerous iterations of plans. Many departments are involved in all steps, including Planning, Environmental Services, Transportation Services, Building, Fire, etc. and consultation and coordination with external agencies is also required in certain circumstances. The Planning Department is primarily responsible for the preparation of the agreement, review with the applicant's legal counsel, and the preparation of the necessary information for Council's consideration. There are also post-development requirements for review of the developed site and as-constructed plans to ensure compliance with the agreement and approved plans in order to ensure requirements have been met to allow release the site plan security deposit(s). Applicants would still be responsible for all costs associated with registering the agreement on title to the property.
- Application to Purchase Municipal Land – The current fee for municipal land purchase applications is \$250.00 + \$100.00 advertising fee + HST = \$395.50 + all costs (purchaser and City). Staff are recommending that this fee be increased to \$600.00 with applicants being responsible for all costs for both the purchaser and the City (legal fees, survey, appraisal, etc). These applications are increasingly complex, require the consideration of many different factors and interests, and have been taking a significant amount of time to move through the process. City staff are responsible for coordinating with the property owner, external agencies, lawyers, and other staff members. This fee is currently non-refundable if the application does not result in the actual transfer of land, but the fee is deducted from the purchase price of the property if the sale is finalized and staff are proposing to continue this practice. The City also sees a number of these requests that do not progress through the entire process after initial staff circulation and it is anticipated that if the fee were increased some of these requests may not be submitted, which could result in less staff time being spent on frivolous requests. The City should also consider collecting this fee at the time the application is submitted rather than later in the process to ensure the upfront time spent by staff is recovered.

It is also recommended that the wording for the Parkland Dedication Fee be updated to remove reference to a specific ratio and instead reflect the applicable section of the Planning Act to avoid the need for future updates should further amendments occur to this section of the Planning Act.

The proposed fees were reviewed at the Protection to Persons and Property Committee meeting held on February 15, 2023 and the following recommendation was passed:

Recommendation PPP-2023-004

Moved by: Councillor Nadia Pelletier-Lavigne

Seconded by: Councillor Ian Graydon

Be it resolved that:

The Protection to Persons and Property Committee recommendations proceeding with an update to all planning fees for consideration of Council
CARRIED

Relevant Policy / Legislation / City By-Law

- Planning Act, R.S.O. 1990, c. P,13, as amended
- Municipal Act

Consultation / Communication

- Review of fee by-laws of other municipalities
- Consultation with applicable City staff
- Consultation with the Protection to Person and Property Committee

Financial / Staffing Implications

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

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

It is anticipated that the proposed fee increase and introduction of new fees for various planning-related matters will allow the City to recover a greater portion of the costs associated with processing applications and requests.

Climate Considerations

The purpose of this report is to recommend an increase to the existing fees charged for planning-related matters. Based on the use of the Clean Air Partnership Climate Lens, this project is not expected to have an impact on climate-related considerations.

Alternatives

No alternatives were considered.

Submission

Prepared by:

“Original signed by”
Jennifer Pye, MCIP, RPP
Planner

Reviewed by:

“Original signed by”
Shelly Zubyck
Director of Corporate
Services

Reviewed and submitted for
Council’s consideration by:

“Original signed by”
Amy Vickery
City Manager

Chart of Actual Costs Associated with Processing Planning Applications

Cost for Planner: \$51.05/hr

Zoning By-law Amendment Applications
(Approved by Council)

Average of 4 applications per year since 2013 (not initiated by the City)

Note that Council time for consideration of these matters has not been included in the cost breakdown

Process Step	Average Time Required (hrs)	Total Cost
Pre-consultation (only Planner has been considered, but other municipal staff are often involved at this stage)	3	\$153.15
Application Review	1	\$51.05
Notice of Complete Application & Public Meeting	1	\$51.05
Mailing (avg. 45 notices/application x \$1.04/notice)		\$46.80
Community Bulletin Posting (cost of Bulletin is 550/week; typical notice takes 1/6 of the Bulletin and runs for 3 weeks)		\$275.00
Advertising fee charged separately		(\$100.00)
Department Comments (City Manager, Director of Corporate Services, Director of Public Works, Director of Recreation, Municipal Clerk, Chief Building Official, Treasurer, Economic Development Coordinator) (approx. 0.25hrs each)		\$163.00
Site Visit	0.5	\$25.52
PowerPoint for Public Meeting	1	\$51.05
Public Meeting – staff time	1	\$51.05
Planning Report (research and writing)	4	\$204.20
Administrative Report	1	\$51.05
Draft By-law	0.5	\$25.52
Notice of Decision	0.5	\$25.52
Affidavit of Notice and No Appeal – Close file	0.5	\$25.52
TOTAL	16	\$1,099.48

Minor Variance Applications
 (Approved by the Committee of Adjustment)

Average of 8 applications per year since 2013 (not initiated by the City)

Process Step	Average Time Required (hrs)	Total Cost
Pre-consultation	2	\$102.10
Application Review	1	\$51.05
Notice of Complete Application & Public Meeting	1	\$51.05
Mailing (avg. 17 notices/application x \$1.04/notice)		\$17.68
Community Bulletin Posting (cost of page is \$550/week; typical notice takes 1/6 of the page and runs for 2 weeks)		\$183.30
Advertising fee charged separately		(\$100.00)
Department Comments (City Manager, Director of Corporate Services, Director of Public Works, Director of Recreation, Municipal Clerk, Chief Building Official, Treasurer, Economic Development Coordinator) (approx. 0.25hrs each)		\$163.00
Site Visit	0.5	\$25.52
Planning Report (research and writing)	2	\$102.10
Committee of Adjustment Resolution	0.5	\$25.53
Committee of Adjustment package prep & distribution	1.5	\$76.58
Committee of Adjustment meeting – staff time	1	\$51.05
Committee of Adjustment meeting – members (6 members x \$40.00/member/mtng / avg. 1.8 applications/mtng)		\$133.34
Notice of Decision	0.5	\$25.53
Notice of No Appeal to applicant – Close file	0.25	\$12.77
TOTAL	11	\$920.60

Consent Applications
 (Approved by the Committee of Adjustment)

Average of 5 applications per year since 2013 (not initiated by the City)

Process Step	Average Time Required (hrs)	Total Cost
Pre-consultation	2	\$102.10
Application Review	1	\$51.05
Notice of Complete Application & Public Meeting	1	\$51.05
Mailing (avg. 19 notices/application x \$1.04/notice)		\$19.76
Community Bulletin Posting (cost of page is \$550/week; typical notice takes 1/6 of the page and runs for 2 weeks)		\$183.30
Advertising fee charged separately		(\$100.00)
Department Comments (City Manager, Director of Corporate Services, Director of Public Works, Director of Recreation, Municipal Clerk, Chief Building Official, Treasurer, Economic Development Coordinator) (approx. 0.25hrs each)		\$163.00
Site Visit (Planner)	0.5	\$25.52
Planning Report (research and writing)	2	\$102.10
Committee of Adjustment Resolution and conditions	1	\$51.05
Committee of Adjustment package prep & distribution	1.5	\$76.58
Committee of Adjustment meeting – staff time	1	\$51.05
Committee of Adjustment meeting – members (6 members x \$40/member/mtng / avg. 1.8 applications/mtng)		\$133.34
Notice of Decision	0.5	\$25.53
Affidavit of Notice and No Appeal – Close file	0.25	\$12.77
TOTAL		\$948.20

PLANNING FEE COMPARISON CHART	Temiskaming Shores Existing (including advertising fee and HST)	Temiskaming Shores (Proposed)	North Bay (came into force 2013)	Sudbury (2023 fees)	Kirkland Lake (2022 fees)	Temagami (2023 fees)	East Ferris (2022 fees)
Official Plan Amendment	\$1,000.00 (\$1,243.00)	\$1,250.00	\$2,750.00	\$3,650.00 + statutory newspaper notice (advertising fee)	\$1,840.00	Not listed	\$2,300.00
Concurrent OPA & ZBLA	\$1,500.00 (\$1,808.00)	\$1,950.00	\$4,500.00	\$5,830.00 + statutory newspaper notice (advertising fee)	\$3,275.00	Not listed	\$3,200.00
Zoning By-law Amendment - Major	\$750.00 (\$960.50)	\$1,000.00	\$2,750.00	\$3,650.00 + statutory newspaper notice (advertising fee)	\$1,840.00	\$500.00	\$1,500.00
Zoning By-law Amendment - Minor	\$750.00 (\$960.50)	\$1,000.00	NA	\$1,450.00 + statutory newspaper notice (advertising fee)	\$1,330.00	NA	NA
Temporary Use By-law	\$750.00 (\$960.50)	\$1,000.00	Not listed	\$1,450.00 + statutory newspaper notice (advertising fee)	\$1,330.00	Not listed	Not listed
Removal of H symbol	\$400.00 (\$565.00)	\$600.00	\$675.00	\$1,450.00 + statutory newspaper notice (advertising fee)	\$1,330.00	Not listed	Not listed
Minor Variance	\$550.00 (\$734.50)	\$750.00	\$900.00	\$830.00	\$550.00	\$500.00	\$800.00
Consent	\$600.00 (\$791.00)	\$800.00	\$1,400.00 + \$115.00/created lot	\$1,500.00 + statutory newspaper notice (advertising fee)	\$450.00	- Lot addition or right-of- way: \$500.00 - Severance: \$1,000.00	\$1,400.00
Consent Stamp	\$100.00 (BL 2012-056)	\$100.00	Not listed (assumed included in application fee)	\$98.00	Not listed (assumed included in application fee)	\$100.00	\$250.00
Cancellation Certificate	Not established	\$250.00	Not listed	Not listed	Not listed	Not listed	Not listed
Validation Certificate	Not established	\$500.00	Not listed	\$1,500.00	\$615.00	Not listed	Not listed
Draft Plan of Subdivision	\$2,500.00 + \$50.00 per lot to be created (\$2,938.00 + \$56.50 per lot to be created)	\$3,000.00 + \$60.00 per lot to be created	- Up to 20 lots \$3,000.00; - 21-50 lots \$5,000.00; - 51+ lots \$8,000.00	\$3,650.00 + statutory newspaper notice (advertising fee) AND \$145.00/lot, \$760.00/block where the block is not intended for Municipal use - to a maximum of \$11,255.00	\$2,050.00	\$4,000.00	\$2,000.00 Agreement is an additional \$2,500.00
Condominium	\$2,500.00 + \$50.00 per lot to be created (\$2,938.00 + \$56.50 per lot to be created)	\$3,000.00 + \$60.00 per lot to be created	- Up to 20 units \$3,000.00; - 21-50 units \$5,000.00; - 51+ units \$8,000.00	\$3,650.00 + statutory newspaper notice (advertising fee)	Not listed	Not listed	\$2,000.00 Agreement is an additional \$2,500.00
Draft Plan Approval Extension	\$250.00 (\$282.50)	\$300.00	Not listed	25% of application fee for 3 year extension	Not listed	Not listed	Not listed
Part Lot Control Exemption	\$500.00 + all legal and land titles fees (\$565.00)	\$600.00 + all legal and land titles fees	Not listed	\$1,500.00	Not listed	Not listed	Not listed
Deeming By-law	\$200.00 + all legal and land titles fees (\$226.00)	\$250.00 + all legal and land titles fees	\$825.00	\$790.00	\$820.00 (includes registration on title)	Not listed	\$500.00

Site Plan Application	Single Detached Residential \$150.00*; Multi-Unit Residential or Commercial or Industrial \$500.00* (*proponent responsible for all legal and land titles fees to register the Agreement) (Single Detached Residential: 169.50; Multi-Unit Residential or Commercial or Industrial: \$565.00)	\$800 + all legal and land titles fees to register the agreement (Per Bill 23, residential development of <10 units is no longer subject to Site Plan approval)	- 99,999 sq. ft. or less \$1,300.00; - over 10,000 sq.ft \$1,800.00	- Up to 500m ² or 10 residential units: \$ 1,450.00; - 501m ² to 1,500m ² or 11-50 residential units \$2,200.00; - 1,501m ² to 3,000m ² or 51-100 residential units \$3,650.00; - more than 3,000m ² or >100 residential units \$4,360.00	- Residential: \$1,840.00 - Other: \$2,145.00 - Includes registration on title	- Major (registered): \$866.00 - Minor (registered): \$100.00	\$700.00
Site Plan Agreement Amendment	\$250.00 (\$282.50)	\$400.00	-9,999 sq.ft. or less \$650.00; -Over 10,000 sq.ft. \$900.00	\$870.00	\$1,530.00	\$100.00	\$350.00
Telecommunication Facility Land Use Authority Review	Not established	\$400.00	Not listed	Non-exempt: \$1,960.00	Not listed	Not listed	Not listed
Application to Purchase Municipal Land	\$250 + all costs (purchaser and City)	\$600.00 + all costs (purchaser and City)	Lane or road closure applications: \$1,000	Not listed	\$190.00	Not listed	\$700.00 + \$1,000.00 deposit
Use of City Owned Land Request	Not established	\$500.00 + yearly fee set by Council + all legal and land titles fees to register the agreement	Encroachment agreements: \$420.00 (2022) Commercial encroachment agreements: \$750.00 (2022)	Not listed	Application fee: \$210.00 Development of Agreement: \$360.00 Annual Fee: <36m ² = \$150.00; >36m ² = \$6.10/10m ² over 36m ²	Not listed	Not listed
Peer Review	Cost recovery	Cost recovery	Not listed	Cost recovery – deposit of \$3,660.00	Cost recovery	Not listed	Not listed
3rd Party OMB Hearing	Proponent to pay all costs associated with the said hearing	Proponent to pay all costs associated with the said hearing	Not listed	Not listed	Not listed	Not listed	Not listed
Advertising Fee	\$100.00	Remove from By-law	Not listed (assumed included in application fee)	\$260.00 For Official Plan Amendment, subdivision, or condominium: - where one of the above types of application is submitted: \$730.00 - where two or more of the above types of application are submitted: \$730.00 + \$420.00 for each additional application	Not listed (assumed included in application fee)	Not listed (assumed included in application fee)	Not listed (assumed included in application fee)
Additional Notes						Above fees do not include expenses, which are billed at cost. A deposit of \$2,000.00 (\$500.00 for Site Plan Control applications) is required for additional costs with any unused funds being returned to the applicant. If additional funds are needed an additional deposit is required	

PLANNING FEE COMPARISON CHART	Temiskaming Shores Existing (including advertising fee and HST)	Temiskaming Shores (Proposed)	Timmins (2023 fees)	Parry Sound (2023 proposed fees)	Huntsville (2023 fees)	Bracebridge (2023 fees)	Thunder Bay (2022 fees)
Official Plan Amendment	\$1,000.00 (\$1,243.00)	\$1,250.00	Major: \$2,675.00 Minor: \$2,345.00	-Major (multiple lot or site-specific policy amendments): \$2,500.00 -Minor (single lot and designation change): \$1,250.00	-Major (more than one lot or major policy): \$4,650.00 -Minor (one lot or minor policy): \$2,120.00	\$3,500.00	\$4,369.00
Concurrent OPA & ZBLA	\$1,500.00 (\$1,808.00)	\$1,950.00	Major: \$3,690.00 Minor: \$3,475	Not listed	Not listed	Not listed	\$7,782.00 - If in urban area: \$312.00 - If public meeting required: \$520.00 - If newspaper notice required: \$1,040.00 - Notice of open house: \$156.00 - Minor revisions requiring additional internal circulation: \$520.00 - Major revisions requiring recirculation and notice: \$1,092.00 - Annual processing fee for application held over one year: \$1,040.00
Zoning By-law Amendment - Major	\$750.00 (\$960.50)	\$1,000.00	\$2,625.00	\$2,500.00	\$2,150.00	\$1,600.00	\$3,329.00
Zoning By-law Amendment - Minor	\$750.00 (\$960.50)	\$1,000.00	\$2,425.00	\$1,250.00	NA	NA	NA
Temporary Use By-law	\$750.00 (\$960.50)	\$1,000.00	\$990.00	\$1,250.00	\$2,150.00	\$1,500.00	Not listed
Removal of H symbol	\$400.00 (\$565.00)	\$600.00	Not listed	\$500.00	\$705.00	\$600.00	\$260.00 + \$510.00 if authorizing report must be considered by Committee of the Whole
Minor Variance	\$550.00 (\$734.50)	\$750.00	\$700.00 If building already constructed without acquiring a building permit, fee is 2 times the current application fee	\$850.00	\$1,265.00	\$1,000.00	\$1,248.00
Consent	\$600.00 (\$791.00)	\$800.00	Creation of a new lot: \$800.00 Technical: \$750.00	Severance: \$1,575.00 + \$787 per new lot beyond 1 Lot addition: \$787.00 + 262.00 for each additional lot addition beyond 1	- New lot: \$1,665.00 - Boundary adjustment and easement/right-of-way: \$1,105.00	\$1,300.00 per lot to be severed	\$1,248.00
Consent Stamp	\$100.00 (BL 2012-056)	\$100.00	Not listed (assumed included in application fee)	For retained lands: \$787.00	\$200.00 per lot or unit	\$100 beyond initial certificate/per occurrence	\$312.00
Cancellation Certificate	Not established	\$250.00	Not listed	Not listed	Not listed	Not listed	Not listed
Validation Certificate	Not established	\$500.00	\$750.00	\$787.00	\$440.00	\$1,300.00	\$1,040.00

Draft Plan of Subdivision	\$2,500.00 + \$50.00 per lot to be created (\$2,938.00 + \$56.50 per lot to be created)	\$3,000.00 + \$60.00 per lot to be created	Major: \$2,955.00 Minor: \$2,870.00	\$4,000.00 + \$125.00 per lot/unit over 20 Legal deposit: \$5,0000 up to 199 units; \$10,000 over 200 units	\$2,045.00 Agreement is an additional \$1,400.00	\$2,250.00 Agreement is an additional \$1,500.00	\$2,601.00 + \$100.00 per lot or block to be created
Condominium	\$2,500.00 + \$50.00 per lot to be created (\$2,938.00 + \$56.50 per lot to be created)	\$3,000.00 + \$60.00 per lot to be created	Major: \$2,955.00 Minor: \$2,870.00	\$4,000.00 + \$125 per lot/unit over 20 Legal deposit: \$5,000.00	\$2,045.00 Agreement is an additional \$1,400.00	\$2,150.00 Agreement is an additional \$1,600.00	\$2,601.00 + \$100.00 for each unit, parking units and locker units exempt from the additional fee
Draft Plan Approval Extension	\$250.00 (\$282.50)	\$300.00	Not listed	\$750.00	\$705.00	\$650.00	\$1,040.00
Part Lot Control Exemption	\$500.00 + all legal and land titles fees (\$565.00)	\$600.00 + all legal and land titles fees	Not listed	Not listed	Not listed	Not listed	Not listed
Deeming By-law	\$200.00 + all legal and land titles fees (\$226.00)	\$250.00 + all legal and land titles fees	\$660.00	\$750.00	\$2,150.00	\$500.00 + legal costs	\$1,248.00 + \$100.00 for each lot or block
Site Plan Application	Single Detached Residential \$150.00*; Multi-Unit Residential or Commercial or Industrial \$500.00* (*proponent responsible for all legal and land titles fees to register the Agreement) (Single Detached Residential: 169.50; Multi-Unit Residential or Commercial or Industrial: \$565.00)	\$800 + all legal and land titles fees to register the agreement (Per Bill 23, residential development of <10 units is no longer subject to Site Plan approval)	Major: \$1,900.00 Minor: \$1,700.00	Major: \$2,000.00 Minor: \$1,000.00	- Major (industrial, commercial, multi-residential): \$3,400.00 - Minor: \$1,265.00 - Minor (accessory/minor addition): \$900.00	- Multi-residential (9 or more units): \$2,200.00 + \$850.00 engineering review fee + \$2,000 legal deposit - Non-residential (up to 600m ²): \$1,600.00 + \$600.00 engineering review fee + \$2,000 legal deposit - Non-residential (over 600m ²): \$2,200.00 + \$850.00 engineering review fee + \$2,000 legal deposit	\$1,560.00
Site Plan Agreement Amendment	\$250.00 (\$282.50)	\$400.00	Major: \$875.00 Minor: \$660.00 Drawing Change: \$165.00	\$1,000.00	Not listed	- Existing agreement <5 years old: 50% of application fee - Existing agreement >5 years old: new application fee as categorized - Minor adjustment (approved by Director): \$150.00	\$1,040.00
Telecommunication Facility Land Use Authority Review	Not established	\$400.00	\$660.00	\$421.00	\$440.00	\$450.00	\$1,040.00
Application to Purchase Municipal Land	\$250.00 + all costs (purchaser and City)	\$600.00 + all costs (purchaser and City)	Not listed	Road allowance closure: \$599.00	\$1,085.00	\$1,400.00 + \$225.00 advertising fee	Application: \$330.00 Initial deposit (street/lane sale): \$1,000.00
Use of City Owned Land Request	Not established	\$500.00 + yearly fee set by Council + all legal and land titles fees to register the agreement	\$750.00 + legal and registration costs	\$495.00	Application: \$653.00 Annual Rent: \$1,191.00	Application: \$1,400.00 Renewal Fee: \$500.00 Annual Fee (per linear foot): \$2.00	Application: \$330.00 (est. 1996) Annual fee: \$115.00
Peer Review	Cost recovery	Cost recovery	Not listed	Not listed	New facility: \$2,245 Modifications to existing facilities: \$1,130	- Consultation preparation: \$500.00 - New application: \$1,300.00 - Modified or secondary review: \$500.00	Cost recovery
3rd Party OMB Hearing	Proponent to pay all costs associated with the said hearing	Proponent to pay all costs associated with the said hearing	Not listed	Not listed	Not listed	Not listed	Cost recovery (\$2,000 deposit required for Committee of Adjustment

							applications; \$4,000 deposit required for other applications)
Advertising Fee	\$100.00	Remove from By-law	Not listed (assumed included in application fee)				

City of Temiskaming Shores Proposed Planning Application Fees & Rationale

Fee Title	Description of Fee Authority	Current Fee (plus advertising fee and HST)	Proposed Fee (includes advertising fee)	Description/Rationale
Official Plan Amendment Application*	Planning Act Sec. 69 / By-law No. 2012-039	\$1,000.00 [†] = \$1,243.00	\$ 1,250.00	- Applicant is required to hire a Registered Professional Planner (MCIP/RPP) due to the complexity and of these types of applications, as well as the amount of staff time that is required for preconsultation and review - Number of Official Plan Amendment applications is limited and is generally for site-specific requests
Combined OPA & ZBA*	Planning Act Sec. 69 / By-law No. 2012-039	\$1,500.00 [†] = \$1,808.00	\$ 1,950.00	- Many Official Plan Amendments also require a Zoning By-law amendment and the requirements for giving notice and holding a public meeting can be met in tandem
Minor Zoning By-law Amendment Application	Planning Act Sec. 69 / By-law No. 2012-039	\$750.00 [†] = \$960.50	\$1,000.00	- Can include in-zone amendments (ie. R2 to R3), rezoning to include an exception - Typically fairly straight-forward and not met with a great deal of opposition - Applicant is <u>not</u> required to hire an MCIP/RPP
Major Zoning By-law Amendment Application*	Planning Act Sec. 69 / By-law No. 2012-039	\$750.00 [†] = \$960.50		- Includes re-zoning for a different category of land use, ie. Residential to Commercial, Commercial to Industrial - Applicant is required to hire a MCIP/RPP as these applications can be complex, time-consuming, and contentious - Magnitude of application (major or minor) to be determined by Planner during pre-consultation
Temporary Use By-law	Planning Act Sec. 69 / By-law No. 2012-039	\$750.00 [†] = \$960.50	\$ 1,000.00	- Authorizes the temporary use of land (up to 3 years) where the requested use does not meet the current zoning - Planning Act requirements are the same as for a Zoning By-law amendment
Removal of Hold Symbol	Planning Act Sec. 69 / By-law No. 2019-112	\$400.00 [†] = \$565.00	\$ 600.00	- Parent zoning is already in place and the applicant has fulfilled the requirement to have the Hold symbol removed - Involves preconsultation and review from the internal departments - Notice of intention to removed Hold symbol must be given in newspaper and to landowners in the area
Minor Variance Application	Planning Act Sec. 69 / By-law No. 2012-039	\$550.00 [†] = \$734.50	\$ 750.00	- Proposed fee more accurately reflects the actual amount of time spend on processing these applications
Consent Application	Planning Act Sec. 69 / By-law No. 2012-039	\$600.00 [†] = \$791.00	\$ 800.00	- Proposed fee more accurately reflects the actual amount of time spent on processing these applications
Consent Stamp	Planning Act Sec. 69 / By-law No. 2012-039	\$100.00 = \$113.00	\$ 100.00	- Issued upon the applicant fulfilling all of the conditions attached to the giving of consent by the Committee of Adjustment - Requires staff to examine the survey, the decision of the Committee, the original consent application, the information/documents submitted in support of fulfilling the conditions, and the legal descriptions of the original lot and the lot(s) being created; can be time-consuming
Cancellation Certificate	Planning Act Sec. 69	No fee established	\$ 250.00	- This policy came into effect on January 1, 2022 and allows for the cancellation of a previously-issued consent certificate (stamp issued finalizing a severance) to allow for the re-merging of two properties - The City has not issued any cancellation certificates to date, but they would require staff time to consult on and review the application, convening the Committee of Adjustment to consider the request, staff preparation of a report and recommendation, and followup with the applicant and their solicitor following the decision
Validation Certificate	Planning Act Sec. 69	No fee established	\$ 500.00	- These requests are complicated and require extensive review, generally with the applicant's solicitor - Require significant staff time to consult on and review the application, convening the Committee of Adjustment to consider the request, staff preparation of a report and recommendation, and followup with the applicant and their solicitor following the decision
Draft Plan of Subdivision Application*	Planning Act Sec. 69 / By-law No. 2016-020	\$2,500.00 + \$50.00 per lot to be created [†] = \$2,938.00 + \$56.50 per lot to be created	\$ 3,000.00 + \$60.00 per lot to be created	- These applications require extensive preconsultation with the developers involving many City departments and often external agencies - Often must be supported by studies that require review by staff and possibly consultation with external agencies and/or Provincial Ministries - Beyond the standard application processing, staff will prepare/review conditions of draft plan approval and review submissions toward fulfillment of said conditions, prepare/review a subdivision

				<p>agreement, continuously review the agreement to ensure performance indicators are met toward the refund of any security deposits</p> <ul style="list-style-type: none"> - Multiple departments are involved in the entire subdivision process
Plan of Condominium Application*	Planning Act Sec. 69 / By-law No. 2016-020	\$2,500.00 + \$50.00 per lot to be created [†] = \$2,938.00 + \$56.50 per lot to be created	\$ 3,000.00 + \$ 60.00 per lot to be created	<ul style="list-style-type: none"> - These applications require extensive preconsultation with the developers involving many City departments and often external agencies - Often must be supported by studies that require review by staff and possibly consultation with external agencies and/or Provincial Ministries - Beyond the standard application processing, staff will prepare/review conditions of draft plan approval and review submissions toward fulfillment of said conditions, prepare/review a subdivision agreement, continuously review the agreement to ensure performance indicators are met toward the refund of any security deposits - Multiple departments are involved in the entire subdivision process
Draft Plan Approval Extension*	Planning Act Sec. 69 / By-law No. 2016-020	\$250.00 = \$282.50	\$ 300.00	<ul style="list-style-type: none"> - When a draft plan approval is close to lapsing and the developer needs additional time to complete the conditions toward final approval, application can be made to the City to extend the draft plan approval by up to an additional 3 years - Would require review of current policies, consultation with various City departments, and Council's consideration
Draft Plan Approval Reinstatement	Planning Act Sec. 69	No fee established	\$ 300.00	<ul style="list-style-type: none"> - This is a new policy that allows approval authorities to reinstate a lapsed draft plan of subdivision provided the plan has not been lapsed for more than 5 years and the draft plan has not previously been reinstated - Would require review of the initial submission, current policies, consultation with various City departments, and Council's consideration
Part Lot Control Exemption	Planning Act Sec. 69 / By-law No. 2019-112	\$500.00 + all legal and land titles fees = \$565.00	\$ 600.00 + all legal and land titles fees	<ul style="list-style-type: none"> - Slight increase
Parkland Dedication Fees	Planning Act Sec. 51.1	2% of the value of industrial or commercial land; 5% of the value of residential land	As per Section 51.1 of the Planning Act	<ul style="list-style-type: none"> - Allows flexibility for Planning Act amendments that may affect this rate
Deeming By-law	Planning Act Sec. 69 / By-law No. 2012-039	\$200.00 + all legal and land titles fees = \$226.00 + all legal and land titles fees	\$ 250.00 + all legal and land titles fees	<ul style="list-style-type: none"> - Required where an applicant wants to merge two (2) or more lots on a plan of subdivision that has been a plan of subdivision for more than eight (8) years, eg. the applicant owns adjacent lots and wants to construct a home that crosses the lot lines - No public notice required, but staff time is involved to pre-consult and write the by-law - Many properties in the City are made up of 2 lots and a higher fee could deter property owners from developing if they can't get a building permit without a deeming by-law
Site Plan Control Application – Single Detached Residential	Planning Act Sec. 69 / By-law No. 2016-020 / By-law No. 2018-097	\$150.00 + all legal and land titles fees to register the Agreement = \$169.50 + all legal and land titles fees to register the Agreement	REMOVE FROM BY-LAW PER BILL 23	<ul style="list-style-type: none"> - Bill 23, the More Homes Built Faster Act, prohibits Site Plan Applications for residential development under 10 units. - Staff will be proposing an alternative measure to address lot grading concerns for waterfront properties and lots covered by a subdivision agreement that requires site plan control
Site Plan Agreement	Planning Act Sec. 69 / By-law No. 2016-020 / By-law No. 2018-097	\$500.00 + all legal and land titles fees to register the Agreement = \$565 + all legal and land titles fees to register the Agreement	\$ 800.00 + all legal and land titles fees to register the Agreement	<ul style="list-style-type: none"> - Applications are complicated, time-consuming, and involve extensive and often multiple reviews by a number of departments - The majority of applications require review and recommendation from the Temiskaming Shores Accessibility Advisory Committee prior to Council's approval of the agreement
Site Plan Assurances	By-law No. 2018-097	In accordance with By-law 2009-054	In accordance with By-law No. 2018-097	<ul style="list-style-type: none"> - Site Plan Control Assurances are collected by the City to ensure that on- and off-site works are completed in accordance with the Site Plan Control Agreement, and if they are not the City is able to use the securities collected to complete the works
Site Plan Control Agreement Amendment	Planning Act Sec. 69	\$250.00 = \$282.50	\$ 400.00	<ul style="list-style-type: none"> - A request for amendment to an approved site plan requires staff to review and assess the request, re-visit the agreement, prepare an amended agreement for Council's approval, and provide post-approval administrative support to the applicant and their solicitor
Telecommunication Tower Land Use Authority Review	Municipal Act 391(1)	No charge established	\$ 400.00	<ul style="list-style-type: none"> - These applications are time-consuming and often involve a great deal of communication between staff and the applicant, with no financial benefit to the City if the project is on private property - Some applications require Council to review the application and issue a Municipal Concurrence certificate

Application to Purchase Municipal Land	Municipal Act 391(1) / By-law 2015-160	\$250.00 [†] + all costs (purchaser and City) = \$395.50	\$ 600.00 + all costs (purchaser and City)	<ul style="list-style-type: none"> - These applications are increasingly complicated and a great deal of staff time is devoted to these requests prior to any money being collected - The fee is non-refundable if the applicant does not move forward with the purchase, but is deducted from the land sale amount (purchase price + appraisal cost + survey cost) - Applicants are not required to purchase the property after the appraisal is completed, so without the application fee the City would have no means of recouping the costs prior to the sale of the property
Use of City-Owned Land Request (encroachment agreement, easement, etc)	Municipal Act 391(1)	No charge established	\$ 500.00 + yearly fee set by Council + all legal and land titles fees to register the agreement	<ul style="list-style-type: none"> - There is a great deal of staff time associated with these requests, generally involving numerous departments (Planning, Building, Public Works, Clerk, etc), as well as consultation with external agencies (Hydro One, Enbridge, etc) - Requires staff time post-Council consideration as well, to collaborate with the applicant's solicitor and review and sign any necessary legal documents - Currently no application fee established so none of the staff time required to bring the request to Council can be recouped
Peer Review	Planning Act Sec. 69 / By-law 2019-112	Cost Recovery	Cost Recovery	<ul style="list-style-type: none"> - Where studies are submitted in support of a Planning Act application, the City can have the studies reviewed by a similarly-qualified professional to ensure the study is adequate and protects the City's interests
3rd Party OMB Hearing	Planning Act Sec. 69 / By-law 2012-039	Proponent to pay all costs associated with the said hearing	Proponent to pay all costs associated with the said hearing	<ul style="list-style-type: none"> - Applies where the proponent wishes to be represented by City staff at an OMB hearing - Requires a great deal of staff time to prepare for and be present at the hearing
Advertising Fee	Planning Act Sec. 69 / By-law 2012-039	\$100.00	REMOVE FROM BY-LAW	<ul style="list-style-type: none"> - It is proposed that the advertising fee be removed from the by-law and included in the base application fee

* Applicant may be required to hire an MCIP/RPP to:

- submit a planning report in favour of the application
- attend the statutory public meeting to present the application

[†] Plus advertising fee

Memo

To: Mayor and Council
From: Stephanie Leveille, Treasurer
Date: March 2nd, 2023
Subject: 2022-23 Dedicated Gas Tax Funds for Public Transportation
Attachments: Draft By-Law (**Please refer to By-Law 2023-026**)

Mayor and Council:

As of 2013 and pursuant to the *Dedicated Funding for Public Transportation Act, 2013*, S.O. 2013, c. 2, Sched. 3 (“DFPTA”), a portion, (2 cents per litre), of the provincial gasoline tax revenue is dedicated to the provision of grants to municipalities for public transportation, including those pursuant to the Program. The portion of the gas tax that is dedicated in each fiscal year is an amount determined using a formula set out in the DFPTA.

The 2022-23 Program year runs from April 1, 2022 to March 31, 2023. The new allocation of funding for the Program for 107 public transit systems representing 144 municipalities will amount to approximately \$299.6 million plus an additional commitment of \$80 million in additional funding to address the impacts of COVID-19 on the Gas Tax Program. This additional allocation will help stabilize the 2022-23 program as the Province continues its COVID-19 recovery and transit systems begin to build back their ridership levels.

The purpose of the Program is to provide dedicated gas tax funds to Ontario municipalities to support local public transportation services, and to increase overall ridership through the expansion of public transportation capital infrastructure and levels of service. To be eligible to receive dedicated gas tax funds, a municipality must contribute financially towards its public transportation services.

It is recommended that Council directs staff to prepare the necessary by-law to authorize the execution of the Dedicated Gas Tax Funds for Public Transportation Agreement between the Ministry of Transportation and The Corporation of the City of Temiskaming Shores, for consideration at the March 7th, 2023 regular meeting.

Prepared by:

“Original signed by”

Stephanie Leveille
Treasurer

Reviewed by:

“Original signed by”

Shelly Zubycck
Director of Corporate
Services

Reviewed and submitted for
Council’s consideration by:

“Original signed by”

Amy Vickery
City Manager

Memo

To: Mayor and Council
From: Stephanie Leveille, Treasurer
Date: March 2nd, 2023
Subject: Safe Restart Agreement Phase 4 Funding for Municipal Transit
Attachments: Draft By-Law (**Please refer to By-Law 2023-027**)

Mayor and Council:

To address COVID-19 related financial pressures experienced by municipal transit systems between February 1, 2022, and December 31, 2022, Ontario and the federal government have made up to \$505 million available under the Safe Restart Agreement Phase 4 Funding for Municipal Transit stream (SRA Phase 4).

On December 7, 2022, the City received a letter communicating funding of up to **\$75,205** under SRA Phase 4 funding. The reporting submission completed by the Treasurer indicated eligible expenses in the amount of **\$81,568** for the SRA Phase 4 period.

MTO is providing a Transfer Payment Agreement (TPA) which provides net payment of **\$77,052**, and includes the following:

A	Reported actuals, Feb-Dec 2022:	\$81,568
B	Phase 3 unused funding:	\$-
C	Phase 4 allocation:	\$75,205
D	Reconciled Phase 4 pressure/savings [A-B-C]:	\$6,363
E	Reallocated Phase 4 underspending:	\$1,847
F	Net Phase 4 payment to be included in TPA [C+E (pressure) or C+D (savings)]:	\$77,052

Along with the signed TPA, the City must provide a copy of the by-law or resolution authorizing the representatives signing on behalf of the City to enter into an agreement with the province.

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>
Stephanie Leveille Treasurer	Shelly Zubycck Director of Corporate Services	Amy Vickery City Manager

Subject: Annual Water Reports

Report No.:

PW-001-2023

Agenda Date:

March 7, 2023

Attachments

Appendix 01: New Liskeard Annual Water Report 2022

Appendix 02: Haileybury Annual Water Report 2022

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-001-2023, more specifically Appendices 01 and 02 being the 2022 Annual Reports for the water systems within the municipality in accordance with Schedule 22 of O. Reg. 170/03 being a regulation under the Safe Drinking Water Act;
2. That Council hereby directs staff to notify the public of the availability of the 2022 Annual Reports in the Water System Binders located at the municipal office (325 Farr Dr.); and posted on the municipal website; and
3. That further that Council directs staff to forward a copy of Administrative Report PW-002-2023 to the Ministry of Environment, Conservation and Parks, Safe Drinking Water Branch - North Bay for their records.

Background

In accordance to Schedule 22 – *Summary of Reports for Municipalities* of the Safe Drinking Water Act, more specifically Section 22-2. (1) (a) which states that the owner of a drinking water system shall ensure that, not later than March 31 of each year after 2003, a report is prepared in accordance with subsections (2) and (3) for the preceding calendar year and is given to, in the case of a drinking-water system owned by a municipality, the members of the municipal council.

Analysis

In this regard, the Ontario Clean Water Agency (OCWA), being the operating authority for the City of Temiskaming Shores, has submitted to the municipality the required reports for the water systems for Haileybury and New Liskeard. These reports are attached as Appendices 01 and 02.

Once the reports are acknowledged by Council, a copy of these reports will be included in the Water System Binders located at the municipal office at 325 Farr Drive and must be available for inspection by any member of the public during normal business hours without charge in accordance with Section 12 (4) of the Safe Drinking Water Act. Also, it is recommended that public distribution of the documents be provided through the City’s website and that a notice of their availability be placed in the local newspaper (community bulletin) and the City’s Facebook page.

Relevant Policy / Legislation / City By-Law

- Schedule 22 of O. Reg. 170/03 – Safe Drinking Water Act

Financial / Staffing Implications

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

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

There are no financial implications related to this subject. Staffing implications related to this process are limited to normal administrative functions and duties.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for Council’s consideration by:

“Original signed by” _____

“Original signed by” _____

Steve Burnett
 Manager of Environmental Services

Amy Vickery
 City Manager



Ontario Clean Water Agency
Agence Ontarienne Des Eaux

New Liskeard Drinking Water System

2022 ANNUAL/SUMMARY REPORT

Prepared by the Ontario Clean Water Agency
on behalf of the City of Temiskaming Shores



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INTRODUCTION

Municipalities throughout Ontario are required to comply with Ontario Regulation 170/03 made under the *Safe Drinking Water Act* (SDWA) since June 2003. The Act was passed following recommendations made by Commissioner O'Conner after the Walkerton Inquiry. The Act's purpose is to protect human health through the control and regulation of drinking-water systems. O. Reg. 170/03 regulates drinking water testing, use of licensed laboratories, treatment requirements and reporting requirements.

Section 11 of Regulation 170/03 requires the owner to produce an Annual Report. This report must include the following:

1. Description of system & chemical(s) used
2. Summary of any adverse water quality reports and corrective actions
3. Summary of all required testing
4. Description of any major expenses incurred to install, repair or replace equipment

This Annual Report must be completed by February 28 of each year.

The regulation also requires a Summary Report which must be presented and accepted by Council by March 31 of each year for the preceding calendar year reporting period.

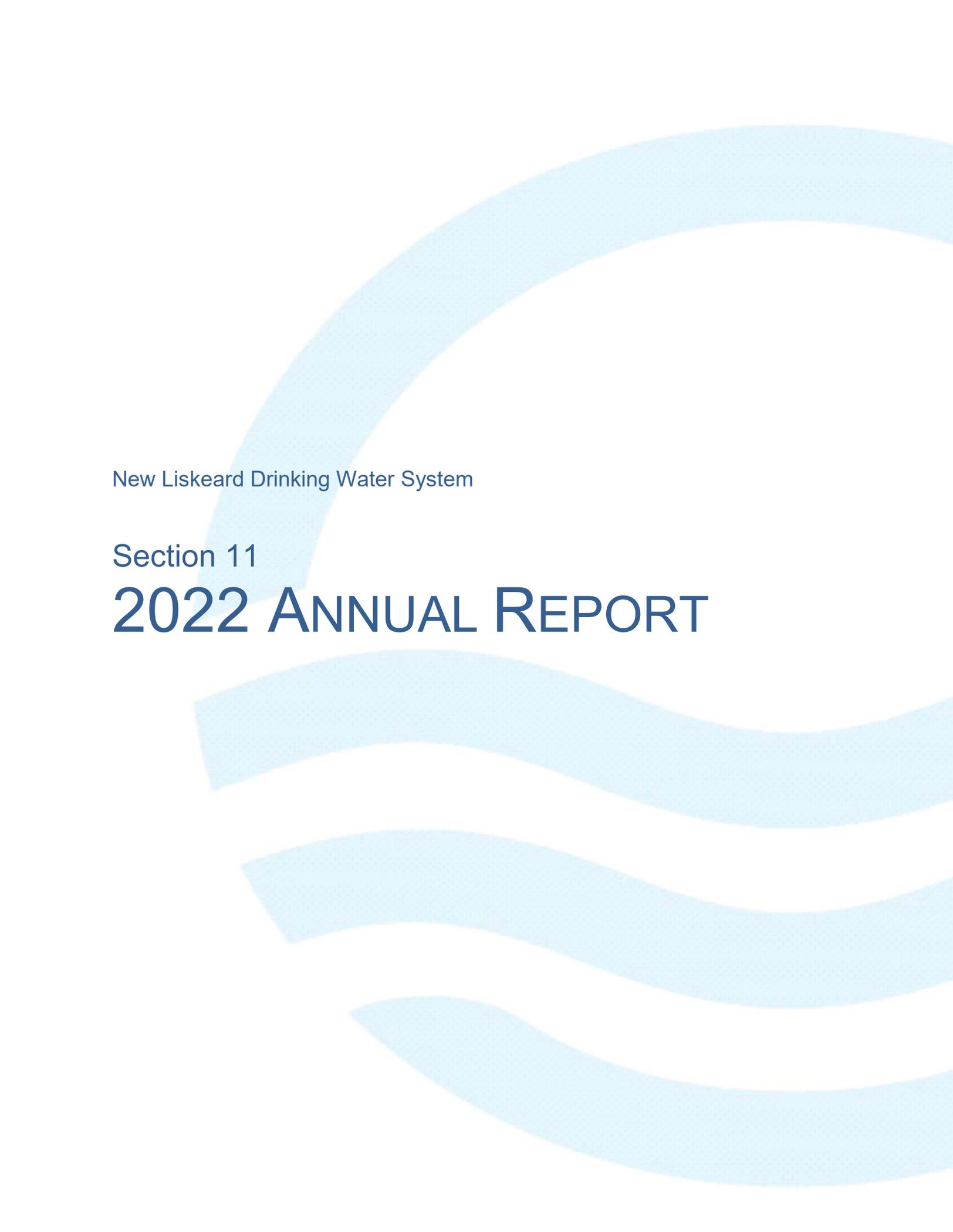
The report must list the requirements of the Act, its regulations, the system's Drinking Water Works Permit (DWWP), Municipal Drinking Water Licence (MDWL), Certificate of Approval (if applicable), and any regulatory requirement the system failed to meet during the reporting period. The report must also specify the duration of the failure, and for each failure referred to, describe the measures that were taken to correct the failure.

The *Safe Drinking Water Act*, 2002 and the drinking water regulations can be viewed at the following website: <http://www.e-laws.gov.on.ca>.

To enable the Owner to assess the rated capacity of their system to meet existing and future planned water uses, the following information is also required in the report.

1. A summary of the quantities and flow rates of water supplied during the reporting period, including the monthly average and the maximum daily flows.
2. A comparison of the summary to the rated capacity and flow rates approved in the systems approval, drinking water works permit or municipal drinking water licence or a written agreement if the system is receiving all its water from another system under an agreement.

The reports have been prepared by the Ontario Clean Water Agency (OCWA) on behalf of the Owner and presented to council as the 2022 Annual/Summary Report.



New Liskeard Drinking Water System

Section 11

2022 ANNUAL REPORT



Section 11 - ANNUAL REPORT

1.0 INTRODUCTION

Drinking-Water System Name	New Liskeard Drinking Water System
Drinking-Water System Number	220000344
Drinking-Water System Owner	The Corporation of the City of Temiskaming Shores
Drinking-Water System Category	Large Municipal, Residential System
Reporting Period	January 1, 2022 to December 31, 2022

Does your Drinking-Water System serve more than 10,000 people? No

Is your annual report available to the public at no charge on a web site on the Internet?

Yes at: <http://www.temiskamingshores.ca/en/index.asp>

Location where the report required under O. Reg. 170/03 Schedule 22 will be available for inspection:

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

Drinking-Water Systems that receive drinking water from the New Liskeard Drinking Water System

The New Liskeard Drinking Water System provides all of its drinking water to the communities of New Liskeard and Dymond within the City of Temiskaming Shores.

The Annual Report was not provided to any other Drinking Water System Owners

The Ontario Clean Water Agency prepared the 2022 Annual Report for the New Liskeard Drinking Water System and provided a copy to the system owner; the City of Temiskaming Shores. The New Liskeard Drinking Water System is a stand-alone system that does not receive water from or send water to another system.

Notification to system users that the Annual Report is available for viewing is accomplished through:

- Notice on the city’s Facebook page
- Notice in the local newspaper



2.0 NEW LISKEARD DRINKING WATER SYSTEM (DWS No. 220000344)

The New Liskeard Drinking Water System is owned by The Corporation of the City of Temiskaming Shores and consists of a Class 1 water treatment system and a Class 3 water distribution subsystem. The system is a communal ground water well supply that services the communities of New Liskeard and Dymond. The Ontario Clean Water Agency is the accredited operating authority and is designated as the Overall Responsible Operator for both the water treatment and water distribution facilities.

Raw Water Supply

The New Liskeard water treatment plant, located at 301 McCamus Avenue and is supplied by two main production wells; Well 3 and Well 4. Well No. 3 was originally constructed on December 2, 1950. It is a 54.9 m deep drilled well equipped with a magnetic flow meter and a vertical turbine pump rated at 2700 L/min. It consists of a 660 mm diameter outer casing and 406 mm inner steel casing with a 7.6 m long stainless steel (shutter style) screen. The well is housed in a secure building located directly across from the water plant.

Well No. 4 was originally constructed on August 13, 1977. It is a 54.9 m deep drilled well also equipped a magnetic flow meter and with a vertical turbine pump rated at 2700 L/min. It consists of a 762 mm diameter outer steel casing, to a depth of 27.4 m and 356 mm inner steel casing, to a depth of 46.3 m with a 7.6 m long stainless steel screen, 30.5 cm in diameter. This well is located inside the water treatment plant building.

There is approximately 23 m of low permeability clay between the ground surface and the aquifer protecting the groundwater from surface spills.

Water Treatment

The production wells feed the main water treatment plant that has a maximum rated capacity of 7865 cubic meters per day (m³/d).

The treatment process consists of two iron and manganese removal/pressure filtration systems rated at 94.6 L/s that are filled with Filtronic's Electromedia®, a proprietary media. The configuration allows either filter to be supplied with raw water from either of the two wells and the filter effluent is continuously monitored for turbidity and free chlorine residual. The two pressurized filters are automatically backwashed, based on high filter turbidity or maximum filter runtime. Manual backwashes can also be initiated when required. The backwash wastewater is discharged into the municipal sanitary sewage system which flows into the New Liskeard Lagoon.

Prior to filtration, chlorine gas is injected into the water to aid the oxidation process and precipitate the iron and manganese. After filtration, the treated water is re-chlorinated and directed into a contact tank comprised of two clearwells.



Water Storage and Pumping Capabilities

The clearwells are located directly below the water treatment plant and have a total storage capacity of 271 m³ (clearwell No. 1: 126 m³; clearwell No. 2: 145 m³). The baffles in the clearwell help to ensure sufficient chlorine contact time (CT). The free chlorine residual, pH, temperature, level and flow are continuously monitored to ensure adequate primary disinfection before the water enters the distribution system. The two clearwells are connected via an isolation valve to enable either clearwell to be drained for maintenance without compromising a continuous supply of water to users.

Two vertical turbine high lift pumps, equipped with variable frequency drives (VFDs) are each rated at 3272 L/min. They direct the treated water from the clear well to the Shepherdson Road reservoir and the Dymond reservoirs. If the high lifts are off then the Dymond Reservoir is fed by the Shepherdson Road reservoir.

The Shepherdson Road Reservoir is located at 150 Shepherdson Road in New Liskeard and has a storage capacity of 1818 m³. Three vertical turbine pumps, all equipped with variable frequency drives (VFDs), supply water to pressure zones 2 and 3 in the system. A secondary disinfection system is in place at the reservoir using sodium hypochlorite to boost the chlorine levels leaving the reservoir if required.

The Dymond Reservoir is located at 286 Raymond Street and has a capacity of 1395 m³. The reservoir is a single story building with an underground clearwell consisting of four interconnected baffled cells. A second building houses a sodium hypochlorite feed system, if boosting is required and four vertical turbine pumps (equipped with VFDs) two rated at 70 L/s and two rated at 28.1 L/s.

Control System

The New Liskeard Water Treatment System is controlled by a dedicated Programmable Logic Controller (PLC) and monitored through a Control System Supervisory Control and Data Acquisition (SCADA) system. All analyzing, monitoring and control module equipment information is routed through the SCADA system for operator monitoring and control. Control of equipment can be accomplished locally using the Human Machine Interface (HMI) touch screen at the New Liskeard water treatment plant or remotely via the SCADA computer located at the Haileybury water treatment plant. Operators can also access the system using their computers and cell phones. Alarm capability and set point adjustment along with trend monitoring are also available through SCADA system controls.

Emergency Power

An emergency stand-by 300 kW diesel powered generator with a 1000L fuel tank is available at the Well No. 3 pump house to ensure continued operation of the water treatment facility during a power outage.



A 230 kW diesel generator with a 2000 L fuel tank is on-site at the Shepherdson Street Reservoir

A 260 kW standby diesel generator with two (2) 1000 L fuel tanks are available at the Dymond Reservoir in case of power failures.

Distribution System

The New Liskeard Drinking Water System is classified as a Large Municipal Residential Drinking Water System that provides water to the communities of New Liskeard and Dymond. The distribution system consists of approximately 5750 residents and 2300 service connections and is comprised of various pipe materials including cast iron, ductile iron and PVC ranging from 4 to 16 “ in New Liskeard and 6 to 12 “ in Dymond. Approximately 535 m of 150 mm diameter HDPE feeder main to the Dymond Reservoir was installed in May 2020. There are several isolation valves to allow for the repair and maintenance of selected sections of the distribution system, three air relief valves and five pressure reducing valves. Approximately 313 fire hydrants are connected to the system to aid in fire protection.

This distribution system is broken down into three (3) service zones. It should be noted that the feeder main from the McCamus water treatment plant to the storage reservoir on Shepherdson Road also acts as a distribution line within Zone I. The three zones are supplied with potable water in the following manner:

Zone I – Gravity Zone is supplied with water through a distribution line (also the feeder main to the reservoir from the WTP) from the Shepherdson Road reservoir. Zone I is also isolated from Zones II and III via natural topography and closed valves. Zone I also supplies water from Shepherdson Road to the Dymond Reservoir which feeds the Dymond Distribution System.

Zone II – Intermediate Zone is fed through a separate distribution line from the Shepherdson Road reservoir through pumping. The area is generally comprised of residential units as well as the recently developed (2011) Dymond Industrial Park. The interconnected distribution piping between this zone and Zone I (gravity) is isolated via closed gate valves.

Zone III – High Zone is fed through a separate distribution line from the Shepherdson Road reservoir through pumping. The area is generally comprised of limited industrial users and is the main feed for Temiskaming Hospital.

3.0 LIST OF WATER TREATMENT CHEMICALS USED OVER THE REPORTING PERIOD

The following chemicals were used in the New Liskeard Drinking Water System treatment process:

- Chlorine Gas – Primary Disinfection
- Sodium Hypochlorite – Secondary Disinfection

All treatment chemicals meet AWWA and NSF/ANSI standards.



4.0 SIGNIFICANT EXPENSES INCURRED TO THE DRINKING WATER SYSTEM

OCWA is committed to maintaining the assets of the drinking water system and sustains a program of scheduled inspection and maintenance activities using a computerized Work Management System (WMS).

Significant expenses incurred in the drinking water system include the following:

- Replaced air relief valve and added drain line to Well No. 3,
- Replaced compressor pressure regulator,
- Repaired leaking copper lines, pilots and fittings on OCV valves,
- Repair pressure relief valve (Shepherdson reservoir),
- Replaced faulty security key pads,
- Programmable Logic Controller (PLC) expansion to tie in pH and temperature. On-going into 2023.
- SAI Global Quality and Environmental Management System (QEM) surveillance and re-accreditation audits. Accreditation achieved on November 28, 2022.

5.0 DETAILS ON NOTICES OF ADVERSE TEST RESULTS AND OTHER PROBLEMS REPORTED TO & SUBMITTED TO THE SPILLS ACTION CENTER

Based on information kept on record by OCWA, one (1) adverse water quality incident was reported to the Ministry’s Spills Action Centre in 2022.

Date	AWQI No.	Details
July 11, 2022	159088	<p>Pumps at the Shepherdson Road Reservoir that feed the pressurized zones failed on July 11th from 15:27 to 15:50 hours (approximately 23 minutes). The failure resulted in a loss of pressure to 4 commercial buildings including the hospital.</p> <p>The local Health Unit was notified and issued a precautionary boil water advisory (BWA) for the affected area.</p> <p>Once the pressure was restored, the affected area was flushed and sampled. Two sets of 3 bacteriological samples were collected 24 hours apart (July 11th and 12th) The sample results were acceptable having zero total coliforms and <i>E. coli</i>. The BWA was lifted on July 15th at approximately 8:00 AM.</p>



6.0 MICROBIOLOGICAL TESTING PERFORMED DURING THE REPORTING PERIOD

Summary of Microbiological Data

Sample Type	# of Samples	Range of <i>E.coli</i> Results (min to max)	Range of Total Coliform Results (min to max)	# of HPC Samples	Range of HPC Results (min to max)
Raw – Well 3	52	0 to 0	0 to 2	N/A	N/A
Raw – Well 4	52	0 to 0	0 to 0	N/A	N/A
Treated	52	0 to 0	0 to 0	52	< 10 to 330
Distribution	208	0 to 0	0 to 0	104	< 10 to > 2000

Maximum Acceptable Concentration (MAC) for *E. coli* = 0 Counts/100 mL

MAC for Total Coliforms = 0 Counts/100 mL

“<” denotes less than the laboratory’s method detection limit

“>” denotes greater than the laboratory’s method detection limit.

Notes:

1. One microbiological sample is collected and tested each week from the raw and treated water supply. A total of four microbiological samples are collected and tested each week from the New Liskeard distribution system. At least 25% of the distribution samples must be tested for HPC bacteria.

Refer to [Appendix A](#) for a monthly summary of microbiological test results.

7.0 OPERATIONAL TESTING PERFORMED DURING THE REPORTING PERIOD

Summary of Raw Water Turbidity Data

Parameter	Number of Samples	Range of Results (min to max)	Unit of Measure
Turbidity – Well 3	50	0.13 to 3.82	NTU
Turbidity – Well 4	50	0.22 to 4.92	NTU

Notes:

1. Turbidity samples are required once every month.

Continuous Monitoring in the Treatment Process

Parameter	# of Samples	Range of Results (min to max)	Unit of Measure	Standard
Free Chlorine Residual	8760	0.82 to 2.90	mg/L	CT

Notes:

1. For continuous monitors use 8760 as the number samples for one year.
2. CT is the concentration of chlorine in the water times the time of contact that the chlorine has with the water. It is used to demonstrate the level of disinfection treatment in the water. CT calculations are performed for the New Liskeard water plant if the free chlorine residual level drops below 0.40 mg/L to ensure primary disinfection is achieved.



Summary of Chlorine Residual Data in the Distribution System

Number of Samples	Free Chlorine (min to max)	Unit of Measure	Standard
364	0.44 to 1.70	mg/L	≥ 0.05

Note: Four (4) chlorine residual samples are collected one day and three (3) on a second day of each week. The sample sets must be collected at least 48-hours apart and samples collected on the same day must be from different locations.

Summary of Nitrate & Nitrite Data (sampled at the plant’s point of entry into the distribution every quarter)

Date of Sample	Nitrate Result	Nitrite Result	Unit of Measure	Exceedance
January 10	< 0.1	< 0.01	mg/L	No
April 11	0.3	< 0.01	mg/L	No
July 11	< 0.1	< 0.01	mg/L	No
October 17	< 0.1	< 0.01	mg/L	No

Maximum Allowable Concentration (MAC) for Nitrate = 10 mg/L
 MAC for Nitrite = 1 mg/L

Summary of Total Trihalomethane Data (sampled in the distribution system every quarter)

Date of Sample	THM Result	Unit of Measure	Running Average	Exceedance
January 10	57	ug/L		
April 11	40.2	ug/L		
July 11	39.3	ug/L	41.1	No
October 17	27.8	ug/L		

Maximum Allowable Concentration (MAC) for Total Trihalomethanes = 100 ug/L (Four Quarter Running Average)

Summary of Total Haloacetic Acid Data (sampled in the distribution system every quarter)

Date of Sample	Result Value	Unit of Measure	Running Average	Exceedance
January 10	42	ug/L		
April 11	19	ug/L		
July 11	38	ug/L	37	No
October 17	49	ug/L		

Maximum Allowable Concentration (MAC) for Total Haloacetic Acid = 80 ug/L (Four Quarter Running Average)

Summary of Most Recent Lead Data under Schedule 15.1

(applicable to the following drinking water systems; large municipal residential systems, small, municipal residential systems, and non-municipal year-round residential systems)

The New Liskeard Drinking Water System qualified for the ‘Exemption from Plumbing Sampling’ as described in section 15.1-5 (9-10) of Ontario Regulation 170/03. The exemption applies to a drinking water system if; in two consecutive periods at reduced sampling, not more than 10% of all samples from plumbing exceed the maximum allowable concentration of 10 ug/L for lead. As such, the system was required to test for total alkalinity and pH in three distribution samples



collected during the periods of December 15 to April 15 (winter period) and June 15 to October 15 (summer period). This testing is required in every 12-month period with lead testing in every third 12-month period.

Lead samples were last collected in 2021 and results were well below the MAC. Two rounds of alkalinity and pH testing were carried out on March 15th and September 13th of 2022. Results are summarized in the table below.

Summary of Lead Data (sampled in the distribution system)

Date of Sample	# of Samples	Field pH (min to max)	Field Temperature (°C) (min to max)	Alkalinity (mg/L) (min to max)	Lead (ug/L) (min to max)
March 15	3	6.90 to 7.20	4.5 to 6.9	237 to 243	N/A
September 13	3	6.80 to 7.08	11.7 to 15.8	223 to 225	N/A

Note: Next lead sampling scheduled for 2024

Most Recent Schedule 23 Inorganic Data Tested at the Water Treatment Plant

Parameter	Result Value	Unit of Measure	MAC	MAC Exceedance	½ MAC Exceedance
Antimony	< 0.5	ug/L	6	No	No
Arsenic	< 1.0	ug/L	10	No	No
Barium	98.0	ug/L	1000	No	No
Boron	88.0	ug/L	5000	No	No
Cadmium	< 0.1	ug/L	5	No	No
Chromium	< 1.0	ug/L	50	No	No
Mercury	< 0.1	ug/L	1	No	No
Selenium	0.4	ug/L	50	No	No
Uranium	< 1.0	ug/L	20	No	No

Note: Sample required every 36 months (sample date = October 5, 2020). Next sampling scheduled for October 2023

Most Recent Schedule 24 Organic Data Tested at the Water Treatment Plant

Parameter	Result Value	Unit of Measure	MAC	MAC Exceedance	½ MAC Exceedance
Alachlor	< 0.354	ug/L	5	No	No
Atrazine + N-dealkylated metabolites	< 0.5	ug/L	5	No	No
Azinphos-methyl	< 0.265	ug/L	20	No	No
Benzene	< 0.1	ug/L	1	No	No
Benzo(a)pyrene	< 0.01	ug/L	0.01	No	No
Bromoxynil	< 0.092	ug/L	5	No	No
Carbaryl	< 1.0	ug/L	90	No	No
Carbofuran	< 2.0	ug/L	90	No	No
Carbon Tetrachloride	< 0.2	ug/L	2	No	No
Chlorpyrifos	< 0.265	ug/L	90	No	No
Diazinon	< 0.265	ug/L	20	No	No



Most Recent Schedule 24 Organic Data Tested at the Water Treatment Plant

Parameter	Result Value	Unit of Measure	MAC	MAC Exceedance	½ MAC Exceedance
Dicamba	< 0.08	ug/L	120	No	No
1,2-Dichlorobenzene	< 0.3	ug/L	200	No	No
1,4-Dichlorobenzene	< 0.3	ug/L	5	No	No
1,2-Dichloroethane	< 0.3	ug/L	5	No	No
1,1-Dichloroethylene (vinylidene chloride)	< 0.3	ug/L	14	No	No
Dichloromethane	< 1.0	ug/L	50	No	No
2-4 Dichlorophenol	< 0.2	ug/L	900	No	No
2,4-Dichlorophenoxy acetic acid (2,4-D)	< 0.343	ug/L	100	No	No
Diclofop-methyl	< 0.114	ug/L	9	No	No
Dimethoate	< 0.265	ug/L	20	No	No
Diquat	< 0.2	ug/L	70	No	No
Diuron	< 7.0	ug/L	150	No	No
Glyphosate	< 20.0	ug/L	280	No	No
Malathion	< 0.265	ug/L	190	No	No
Metolachlor	< 0.177	ug/L	50	No	No
Metribuzin	< 0.177	ug/L	80	No	No
Monochlorobenzene	< 0.5	ug/L	80	No	No
Paraquat	1.9	ug/L	10	No	No
Polychlorinated Biphenyls (PCBs)	< 0.06	ug/L	3.0	No	No
Pentachlorophenol	< 0.3	ug/L	60	No	No
Phorate	< 0.177	ug/L	2	No	No
Picloram	< 0.08	ug/L	190	No	No
Prometryne	< 0.089	ug/L	1	No	No
Simazine	< 0.265	ug/L	10	No	No
Terbufos	< 0.177	ug/L	1	No	No
Tetrachloroethylene	< 0.3	ug/L	10	No	No
2,3,4,6-Tetrachlorophenol	< 0.2	ug/L	100	No	No
Triallate	< 0.177	ug/L	230	No	No
Trichloroethylene	< 0.2	ug/L	5	No	No
2,4,6-Trichlorophenol	< 0.2	ug/L	5	No	No
2-methyl-4-chlorophenoxyacetic acid (MCPA)	< 5.72	ug/L	100	No	No
Trifluralin	< 0.177	ug/L	45	No	No
Vinyl Chloride	< 0.1	ug/L	1	No	No

Note: Sample required every 36 months (sample date = October 5, 2020). Next sampling scheduled for October 2023



Inorganic or Organic Parameter(s) that Exceeded Half the Standard Prescribed in Schedule 2 of Ontario Drinking Water Quality Standards

No inorganic or organic parameter(s) listed in Schedule 23 and 24 of Ontario Regulation 170/03 exceeded half the standard found in Schedule 2 of the Ontario Drinking Water Standard (O. Reg.169/03) during the reporting period.

Most Recent Sodium Data at the Water Treatment Plant

Date of Sample	# of Samples	Result Value	Unit of Measure	Standard	Exceedance
October 9, 2018	1	14.7	mg/L	20	Yes

Note: Sample required every 60 months. Next sampling scheduled for October 2023.

Most Recent Fluoride Data at the Water Treatment Plant

Date of Sample	# of Samples	Result Value	Unit of Measure	Standard	Exceedance
October 9, 2018	1	0.718	mg/L	1.5	No

Note: Sample required every 60 months. Next sampling scheduled for October 2023.

Additional Testing Performed in Accordance with a Legal Instrument

Schedule D, Section 2.0 of Municipal Drinking Water Licence #218-103-3 issued on July 23, 2021 provides relief from regulatory requirements Schedule 1-2(2) 4i and 16-3(1) 4 which states that:

Notwithstanding the provisions of Ontario Reg. 170/03, the Owner is not required to comply with the following:

- The free chlorine residual at 399 Radley Hill Road is never less than 0.05 mg/L.
- A result indicating that the free chlorine residual is less than 0.05 mg/L in a sample of drinking water at 399 Radley Hill Road is an adverse result of a drinking water test for the purpose of section 18 of the Ontario Safe Drinking Water Act (SDWA, 2002) if a report under subsection 18(1) of the SDWA has not been made in respect of free chlorine residual in the preceding 24 hours.

In exchange, the following conditions apply:

- An ultraviolet light (UV) point of entry treatment unit owned or leased by the owner of the system is connected to the plumbing of every building and other structure that is served by the drinking water system at 399 Radley Hill Road.
- The UV unit(s) is validated through biosimetry testing for a dose of 40 mJ/cm².
- In the event that the UV unit malfunctions, loses power or ceases to provide the appropriate level of disinfection:



- The UV unit has a feature that ensures that no water is directed to users of water treated by the unit and a certified operator takes appropriate action at the location where the unit is installed if such an event occurs before water is again directed to users of water treated by the unit, or
- The UV unit has a feature that causes an alarm to sound immediately at the building or structure where the point of entry treatment unit is installed and a location where a certified operator is present, if a certified operator is not always present at the building or structure where the point of entry treatment unit is installed. If an alarm sounds, a certified operator must take appropriate action as soon as possible.

Ultraviolet Dosage

UV System	# of Samples	Range of Results <i>(min to max)</i>	Unit of Measure	Limit
UV Unit	90	79.5 to 307	mJ/cm ²	40



New Liskeard Drinking Water System

Schedule 22

2022 SUMMARY REPORT FOR MUNICIPALITIES



Schedule 22 - SUMMARY REPORTS FOR MUNICIPALITIES

1.0 INTRODUCTION

Drinking-Water System Name	New Liskeard Drinking Water System
Municipal Drinking Water Licence (MDWL)	218-103-3 (issued July 23, 2021)
Drinking Water Works Permit (DWWP)	218-203-4 (issued July 23, 2021)
Permit to Take Water (PTTW)	4417-AF2JAM (issued November 2, 2016)
Reporting Period	January 1, 2022 to December 31, 2022

2.0 REQUIREMENTS THE SYSTEM FAILED TO MEET

According to information kept on record by OCWA, the New Liskeard Drinking Water System has complied with all the requirements set out in the system’s MDWL, its DWWP, the Act and its Regulations.

However, it should be mentioned that, one (1) adverse water quality incidents was reported to the Ministry’s Spills Action Center during the reporting period. Refer to Section 5.0 – *Details on Notices of Adverse Test Results and Other Problems Reported to & Submitted to the Spills Actions Center* on page 7 of this report for details.

3.0 SUMMARY OF QUANTITIES & FLOW RATES

Flow Monitoring

Municipal Drinking Water Licence (MDWL) #218-103 requires the owner to install a sufficient number of flow measuring devices to permit the continuous measurement and recording of:

- the flow rate and daily volume of water conveyed from the treatment system to the distribution system, and
- the flow rate and daily volume of water conveyed into the treatment system.

The flow monitoring equipment identified in the MDWL is present and operating as required. These flow meters are calibrated on an annual basis as specified in the manufacturers’ instructions.

Water Usage

The following Water Usage Tables summarize the quantities and flow rates of water taken and produced during the 2022 reporting period, including average monthly volumes, maximum monthly volumes, total monthly volumes and maximum flow rates.



Raw Water

2022 - Monthly Summary of Water Takings from the Source (Well No. 3 and Well No. 4)

Regulated by Permit to Take Water (PTTW) #4417-AF2JAM, issued November 2, 2016

Well No. 3

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year to Date
Total Volume (m ³)	43122	38590	45251	45384	56919	56041	56136	52142	49036	39452	34860	34074	551005
Average Volume (m ³ /d)	1391	1378	1460	1513	1836	1868	1811	1682	1635	1273	1162	1099	1510
Maximum Volume (m ³ /d)	2066	1961	2341	2188	2435	2494	2805	2357	2484	1937	1690	1427	2805
PTTW - Maximum Allowable Volume (m ³ /day)	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000
Maximum Flow Rate (L/min)	4378	4408	4272	4114	3720	4496	3772	3831	3799	3781	3957	3935	4496
PTTW - Maximum Allowable Flow Rate (L/min)	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500

Well No. 4

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year to Date
Total Volume (m ³)	46973	44487	52268	53142	56495	49381	57061	53621	47985	47445	40179	40077	589114
Average Volume (m ³ /d)	1515	1589	1686	1771	1822	1646	1841	1730	1599	1530	1339	1293	1614
Maximum Volume (m ³ /d)	2140	1976	2080	2358	2627	2290	2483	2282	1974	2062	1877	1739	2627
PTTW - Maximum Allowable Volume (m ³ /day)	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000
Maximum Flow Rate (L/min)	2796	2772	2530	2704	2645	2470	2540	2540	2603	2578	2592	2597	2796
PTTW - Maximum Allowable Flow Rate (L/min)	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500

Combined Raw Water Taking (Well No. 3 and Well No. 4)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year to Date
Total Volume (m ³)	90095	83076	97519	98527	113413	105421	113198	105763	97020	86897	75039	74152	1140120
Average Volume (m ³ /d)	2906	2967	3146	3284	3658	3514	3652	3412	3234	2803	2501	2392	3124
Maximum Volume (m ³ /d)	3047	3332	3349	3606	4532	3883	5211	4147	4086	3519	3077	2570	5211
MDWL - Rated Capacity (m ³ /day)	8000	8000	8000	8000	8000	8000	8000	8000	8000	8000	8000	8000	8000

The system's Permit to Take Water #4417-AF2JAM allows the City to withdraw water at the following rates:

Well No. 3: 4000 m³/day 4,500 L/minute

Well No. 4: 4000 m³/day 4,500 L/minute

Total Combined Daily Volume: 8000 m³/day

A review of the raw water flow data indicates that the wells did not exceed the maximum allowable volumes or maximum flow rates during the reporting period.



Treated Water

2022 - Monthly Summary of Treated Water Supplied to the Distribution System

Regulated by Municipal Drinking Water Licence (MDWL) #218-103 (issue 3), dated July 23, 2021

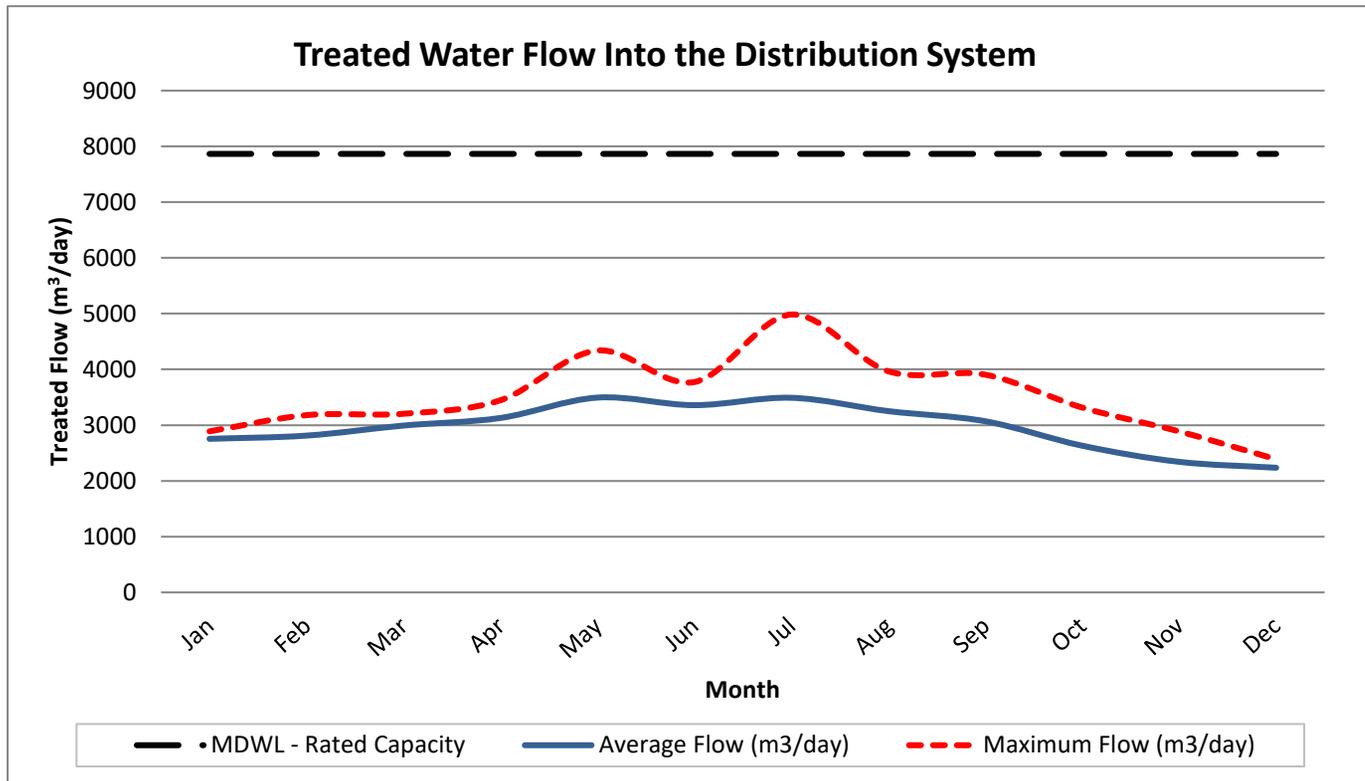
	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Year to Date</i>
<i>Total Volume (m³)</i>	85385	78729	92737	93857	108308	100744	108204	100784	92084	81560	70250	69300	1081941
<i>Average Volume (m³/d)</i>	2754	2812	2992	3129	3494	3358	3490	3251	3069	2631	2342	2235	2964
<i>Maximum Volume (m³/d)</i>	2889	3179	3204	3446	4338	3773	4984	3966	3905	3315	2887	2388	4984
MDWL - Rated Capacity (m³/day)	7865												

Schedule C, Section 1.0 (1.1) of MDWL No. 218-103 states that the maximum daily volume of treated water that flows from the treatment subsystem to the distribution system shall not exceed 7865 m³ on any calendar day. The New Liskeard DWS complied with this limit having a recorded maximum volume of 4984 m³/day on July 19th, which represents 63.4 % of the rated capacity.

Figure 1 compares the average and maximum flow rates into the distribution system to the approved rated capacity of the system as identified in the MDWL.

Figure 1: 2022 - Comparison of Treated Water Flows to the Rated Capacity

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Average Flow (m ³ /day)	2754	2812	2992	3129	3494	3358	3490	3251	3069	2631	2342	2235
Maximum Flow (m ³ /day)	2889	3179	3204	3446	4338	3773	4984	3966	3905	3315	2887	2388
MDWL - Rated Capacity	7865	7865	7865	7865	7865	7865	7865	7865	7865	7865	7865	7865
% Rated Capacity	37	40	41	44	55	48	63	50	50	42	37	30





Summary of System Performance

The following information is provided to enable the Owner to assess the capability of the system to meet existing and future water usage needs:

Rated Capacity of the Plant (MDWL)	7865 m ³ /day	
Average Daily Flow for 2022	2964 m ³ /day	37.7 % of the rated capacity
Maximum Daily Flow for 2022	4984 m ³ /day	63.4 % of the rated capacity
Total Treated Water Produced in 2022	1,076,690 m ³	

Historical Flows

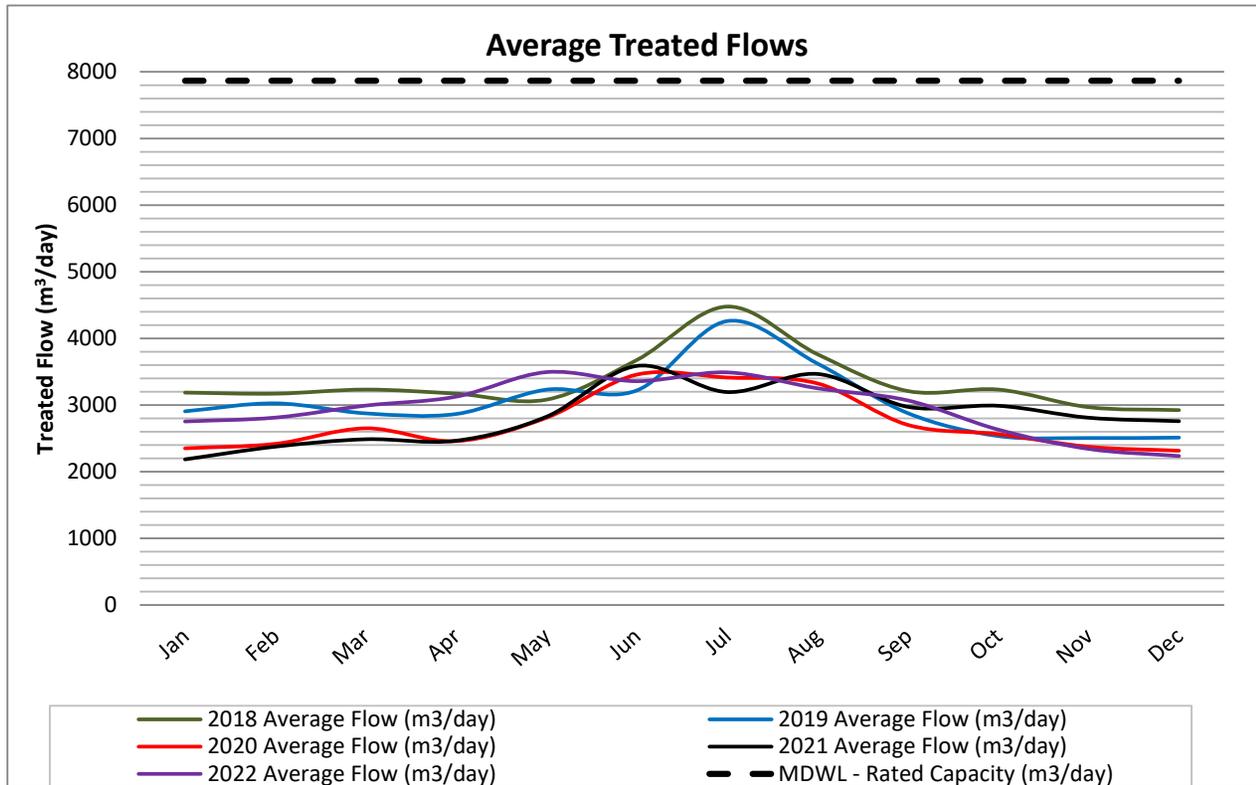
New Liskeard Water Treatment Plant – Flow Comparison

Year	Maximum Treated Flow (m ³ /d)	Average Daily Flow (m ³ /d)	Average Day % of Rated Capacity (7865 m ³ /d)
2022	4984	2964	37.7 %
2021	4708	2846	36.2%
2020	6326	2738	34.8%
2019	6112	3036	38.6%
2018	5993	3341	42.5%

Figure 2 compares the average treated water flows from 2018 to 2022.

Figure 2: New Liskeard Water Treatment System - Average Treated Water Flows from 2018 to 2022

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018 Average Flow (m ³ /day)	3187	3171	3232	3171	3081	3676	4477	3761	3210	3232	2968	2924
2019 Average Flow (m ³ /day)	2906	3026	2875	2866	3231	3220	4260	3622	2878	2535	2505	2512
2020 Average Flow (m ³ /day)	2351	2418	2651	2459	2810	3457	3413	3324	2702	2563	2374	2315
2021 Average Flow (m ³ /day)	2185	2376	2487	2465	2825	3587	3195	3466	2973	2989	2810	2758
2022 Average Flow (m ³ /day)	2754	2812	2992	3126	3494	3358	3490	3251	3069	2631	2342	2235
MDWL - Rated Capacity (m ³ /day)	7865	7865	7865	7865	7865	7865	7865	7865	7865	7865	7865	7865



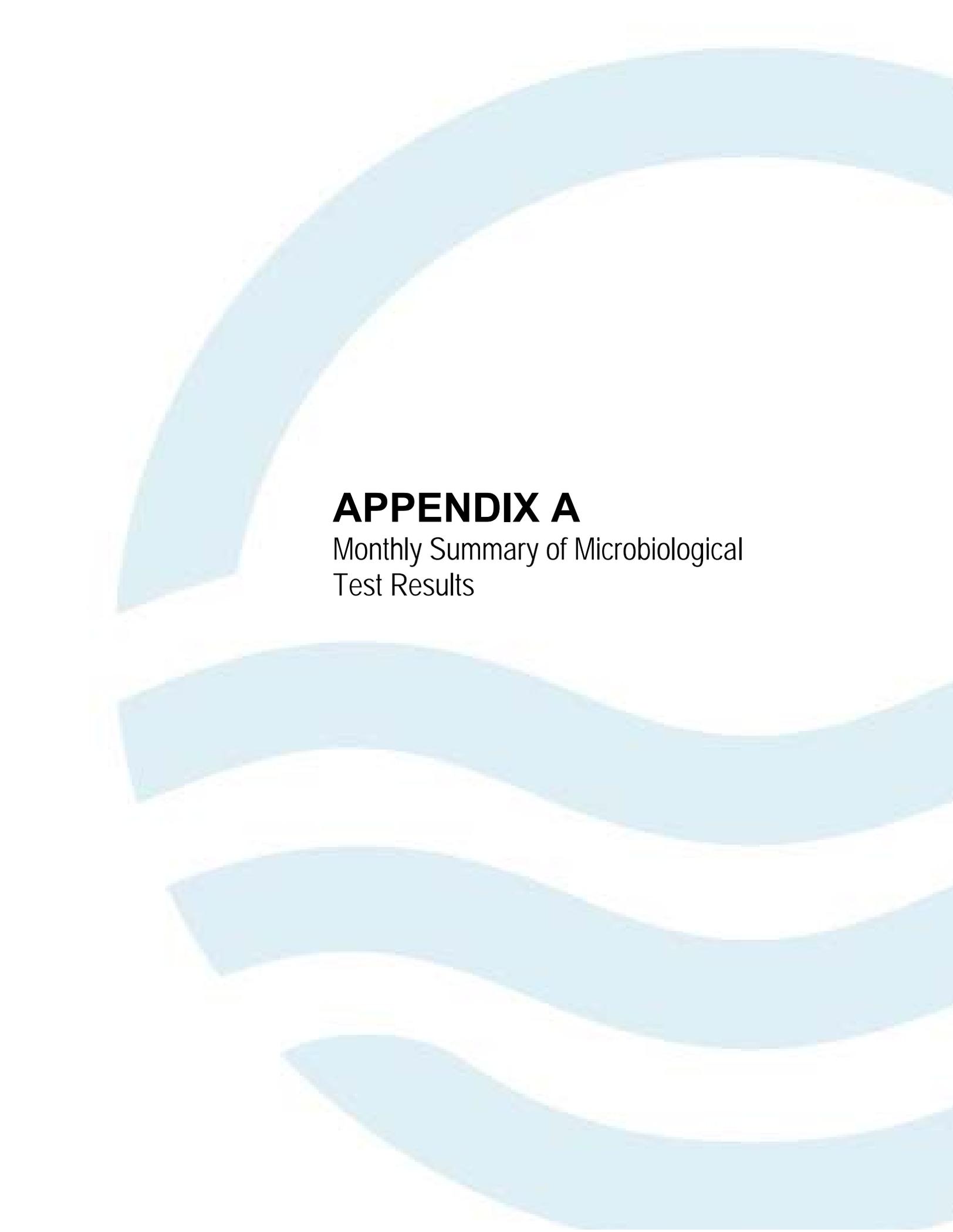


CONCLUSION

The water quality data collected in 2022 demonstrates that the New Liskeard drinking water system provided high quality drinking water to its users.

The system was able to operate in accordance with the terms and conditions of the Permit to Take Water and in accordance with the rated capacity of the licence while meeting the community's demand for water use.

All Adverse Water Quality Incidents were reported to the Ministry's Spills Action Center and the corrective actions were completed as required and any non-compliances that were identified were resolved as soon as possible.

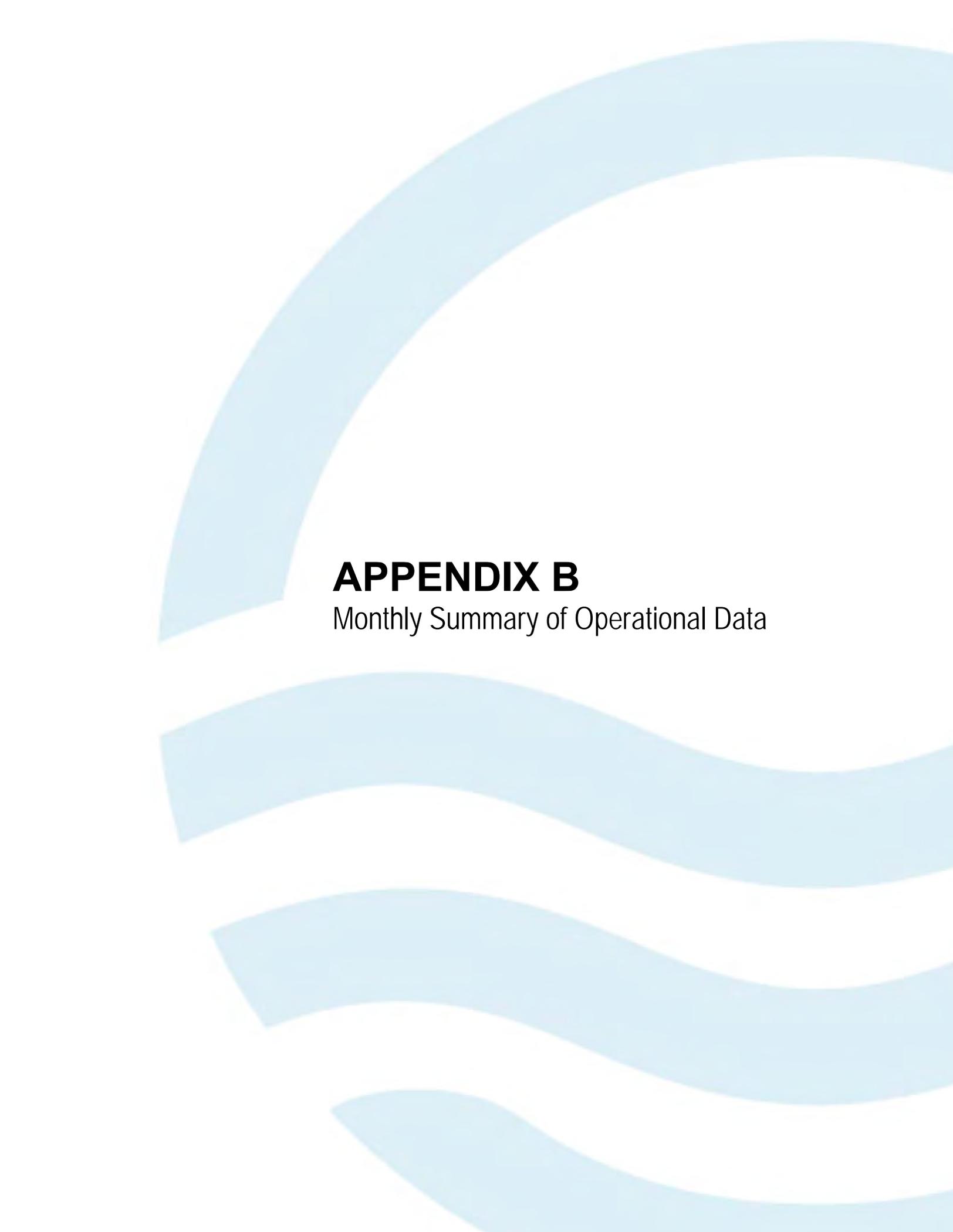


APPENDIX A

Monthly Summary of Microbiological
Test Results

**NEW LISKEARD DRINKING WATER SYSTEM
2022 SUMMARY OF MICROBIOLOGICAL TEST RESULTS**

RAW WATER	01/2022	02/2022	03/2022	04/2022	05/2022	06/2022	07/2022	08/2022	09/2022	10/2022	11/2022	12/2022	Total	Avg	Max	Min
Well 3 / Total Coliform: TC - cfu/100mL													52			
Count Lab	5	4	4	4	5	4	4	5	4	5	4	4				
Max Lab	0	0	0	0	0	2	1	0	0	0	0	1			2	
Mean Lab	0	0	0	0	0	0.5	0.25	0	0	0	0	0.25		0.077		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
Well 3 / E. Coli: EC - cfu/100mL													52			
Count Lab	5	4	4	4	5	4	4	5	4	5	4	4				
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
Well 4 / Total Coliform: TC - cfu/100mL													52			
Count Lab	5	4	4	4	5	4	4	5	4	5	4	4				
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
Well 4 / E. Coli: EC - cfu/100mL													52			
Count Lab	5	4	4	4	5	4	4	5	4	5	4	4				
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
TREATED WATER																
Treated Water POE / Total Coliform: TC - cfu/100mL													52			
Count Lab	5	4	4	4	5	4	4	5	4	5	4	4				
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
Treated Water POE / E. Coli: EC - cfu/100mL													52			
Count Lab	5	4	4	4	5	4	4	5	4	5	4	4				
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
Treated Water POE / HPC - cfu/mL													52			
Count Lab	5	4	4	4	5	4	4	5	4	5	4	4				
Max Lab	< 330	< 10	< 10	< 10	< 10	< 10	< 20	< 20	< 10	< 90	< 20	< 20			330	
Mean Lab	< 74	< 10	< 10	< 10	< 10	< 10	< 12.5	< 12	< 10	< 40	< 12.5	< 12.5	<	19.808		
Min Lab	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10				< 10
DISTRIBUTION WATER																
1st Bacti/Residual / Total Coliform: TC - cfu/100mL													52			
Count Lab	5	4	4	4	5	4	4	5	4	5	4	4				
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
1st Bacti/Residual / E. Coli - cfu/100mL													52			
Count Lab	5	4	4	4	5	4	4	5	4	5	4	4				
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
2nd Bacti/Residual / Total Coliform: TC - cfu/100mL													52			
Count Lab	5	4	4	4	5	4	4	5	4	5	4	4				
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
2nd Bacti/Residual / E. Coli - cfu/100mL													52			
Count Lab	5	4	4	4	5	4	4	5	4	5	4	4				
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
2nd Bacti/Residual / HPC - cfu/mL													52			
Count Lab	5	4	4	4	5	4	4	5	4	5	4	4				
Max Lab	< 20	< 10	< 10	< 10	> 2000	30	20	< 30	30	< 10	< 10	< 30			> 2000	
Mean Lab	< 12	< 10	< 10	< 10	> 448	< 15	< 12.5	< 16	22.5	< 10	< 10	< 17.5		55		
Min Lab	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	20	< 10	< 10	< 10				< 10
3rd Bacti/Residual / Total Coliform: TC - cfu/100mL													52			
Count Lab	5	4	4	4	5	4	4	5	4	5	4	4				
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
3rd Bacti/Residual / E. Coli - cfu/100mL													52			
Count Lab	5	4	4	4	5	4	4	5	4	5	4	4				
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
4th Bacti/Residual / Total Coliform: TC - cfu/100mL													52			
Count Lab	5	4	4	4	5	4	4	5	4	5	4	4				
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
4th Bacti/Residual / E. Coli - cfu/100mL													52			
Count Lab	5	4	4	4	5	4	4	5	4	5	4	4				
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
4th Bacti/Residual / HPC - cfu/mL													52			
Count Lab	5	4	4	4	5	4	4	5	4	5	4	4				
Max Lab	< 10	< 10	< 30	< 10	< 20	< 10	< 70	< 20	< 40	60	< 80	< 20			80	
Mean Lab	< 10	< 10	< 15	< 10	< 12	< 10	< 27.5	< 14	< 22.5	< 20	< 27.5	< 12.5	<	15.769		
Min Lab	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10				< 10



APPENDIX B

Monthly Summary of Operational Data

**NEW LISKEARD DRINKING WATER SYSTEM
2022 SUMMARY OF OPERATIONAL RESULTS**

RAW WATER	01/2022	02/2022	03/2022	04/2022	05/2022	06/2022	07/2022	08/2022	09/2022	10/2022	11/2022	12/2022	Total	Avg	Max	Min
Well 3 / Turbidity - NTU																
Count IH	4	4	4	4	5	4	4	5	4	5	4	3	50			
Total IH	2.36	2.65	2.33	2.57	1.15	7.99	3.82	4.76	3.15	4.12	4.96	7.39	47.25			
Max IH	0.83	1.15	0.93	1.36	0.35	3.29	2.36	1.05	1.26	1.01	1.92	3.82			3.82	
Mean IH	0.59	0.663	0.583	0.643	0.23	1.998	0.955	0.952	0.787	0.824	1.24	2.463		0.945		
Min IH	0.29	0.31	0.22	0.27	0.13	0.43	0.29	0.82	0.18	0.54	0.82	0.6				0.13
Well 4 / Turbidity - NTU																
Count IH	4	4	4	4	5	4	4	5	4	5	4	3	50			
Total IH	2.5	2.1	10.7	3.97	1.61	9.83	4.25	5.31	4.41	6.45	5.42	2.5	59.05			
Max IH	1.05	0.85	3.7	2.01	0.42	4.92	1.98	1.2	1.78	2.23	2.46	1.08			4.92	
Mean IH	0.625	0.525	2.675	0.992	0.322	2.458	1.063	1.062	1.103	1.29	1.355	0.833		1.181		
Min IH	0.38	0.3	1.78	0.32	0.22	0.69	0.55	0.96	0.63	0.91	0.56	0.38				0.22
TREATED WATER	01/2022	02/2022	03/2022	04/2022	05/2022	06/2022	07/2022	08/2022	09/2022	10/2022	11/2022	12/2022	Total	Avg	Max	Min
Treated Water POE / Cl Residual: Free (0.40 mg/L) - mg/L																
Max OL	2.00	1.87	1.92	1.89	2.02	2.15	2.19	2.05	2.90	2.48	1.75	1.62			2.90	
Mean OL	1.55	1.58	1.50	1.68	1.71	1.77	1.61	1.71	1.68	1.36	1.33	1.36		1.57		
Min OL	0.82	1.21	1.09	1.26	1.30	1.23	1.12	1.29	1.05	0.85	0.85	1.08				0.82
DISTRIBUTION WATER	01/2022	02/2022	03/2022	04/2022	05/2022	06/2022	07/2022	08/2022	09/2022	10/2022	11/2022	12/2022	Total	Avg	Max	Min
1st Bacti/Residual / Cl Residual: Free - mg/L																
Count IH	9	8	9	8	9	9	7	9	9	9	9	8	103			
Max IH	1.49	1.03	1.13	1.27	1.39	1.38	1.24	1.3	1.31	1.53	1.01	1.07			1.53	
Mean IH	1.104	0.974	1.022	1.16	1.268	1.231	1.041	1.052	1.15	1.016	0.748	0.899		1.057		
Min IH	0.95	0.82	0.9	0.99	1.1	0.93	0.8	0.91	0.97	0.71	0.52	0.72				0.52
2nd Bacti/Residual / Cl Residual: Free - mg/L																
Count IH	9	8	9	8	9	9	8	9	9	9	9	8	104			
Max IH	1.42	1.36	1.27	1.36	1.40	1.70	1.25	1.28	1.31	1.15	1.12	1.21			1.70	
Mean IH	1.02	1.144	1.076	1.118	1.301	1.161	1.063	1.073	1.09	0.973	0.883	0.928		1.07		
Min IH	0.44	0.68	0.93	0.7	1.17	0.8	0.9	0.5	0.75	0.84	0.45	0.8				0.44
3rd Bacti/Residual / Cl Residual: Free - mg/L																
Count IH	9	8	9	8	9	9	8	9	9	9	9	8	104			
Max IH	1.36	1.31	1.25	1.24	1.56	1.55	1.26	1.4	1.3	1.3	0.99	1.01			1.56	
Mean IH	1.097	1.108	1.076	1.054	1.291	1.254	1.045	1.169	1.087	0.992	0.83	0.888		1.076		
Min IH	0.83	0.86	0.66	0.63	0.83	1.07	0.85	1.08	0.91	0.65	0.72	0.74				0.63
4th Bacti/Residual / Cl Residual: Free - mg/L																
Count IH	5	4	4	4	5	4	5	5	4	5	4	4	53			
Max IH	1.04	1.08	1.17	1.21	1.37	1.24	1.27	1.25	1.24	1.29	0.92	1.22			1.37	
Mean IH	0.976	0.978	1.04	1.043	1.188	1.133	1.15	1.08	1.163	0.972	0.818	0.912		1.041		
Min IH	0.86	0.92	0.95	0.77	0.95	1.07	1.01	0.91	1.08	0.78	0.7	0.65				0.65
RADLEY HILL ROAD	01/2022	02/2022	03/2022	04/2022	05/2022	06/2022	07/2022	08/2022	09/2022	10/2022	11/2022	12/2022	Total	Avg	Max	Min
Manitoulin Transport / UV Dosage - mJ/cm²																
Count IH	7	8	7	8	7	6	7	8	7	9	10	6	90			
Max IH	231.6	200.2	296.2	285	280.1	305	307	278	270.1	244.5	232.4	199.3			307	
Mean IH	202.257	184.738	188.157	236.65	261.857	267.067	273.043	144.388	247.443	233.744	208.53	190.417		218.549		
Min IH	178.8	167.2	162.8	206.1	216.6	177.9	201.5	106.6	221	222.2	171.1	182.9				106.6

NOTE:
CT is the concentration of chlorine in the water times the time of contact that the chlorine has with the water. It is used to demonstrate the level of disinfection treatment in the water. CT calculations are performed for the New Liskeard water plant if the free chlorine residual level drops below 0.40 mg/L to ensure primary disinfection is achieved. No CT calculations were required during the reporting period.



Ontario Clean Water Agency
Agence Ontarienne Des Eaux

Haileybury Drinking Water System

2022 ANNUAL/SUMMARY REPORT

Prepared by the Ontario Clean Water Agency
on behalf of the City of Temiskaming Shores



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INTRODUCTION

Municipalities throughout Ontario are required to comply with Ontario Regulation 170/03 made under the *Safe Drinking Water Act* (SDWA) since June 2003. The Act was passed following recommendations made by Commissioner O'Conner after the Walkerton Inquiry. The Act's purpose is to protect human health through the control and regulation of drinking-water systems. O. Reg. 170/03 regulates drinking water testing, use of licensed laboratories, treatment requirements and reporting requirements.

O. Reg. 170/03 requires the owner to produce an Annual Report, under Section 11. This report must include the following:

1. Description of system and chemical(s) used
2. Summary of any adverse water quality reports and corrective actions
3. Summary of all required testing
4. Description of any major expenses incurred to install, repair or replace equipment

This Annual Report must be completed by February 28 of each year.

The regulation also requires a Summary Report which must be presented and accepted by Council by March 31 of each year for the preceding calendar year reporting period.

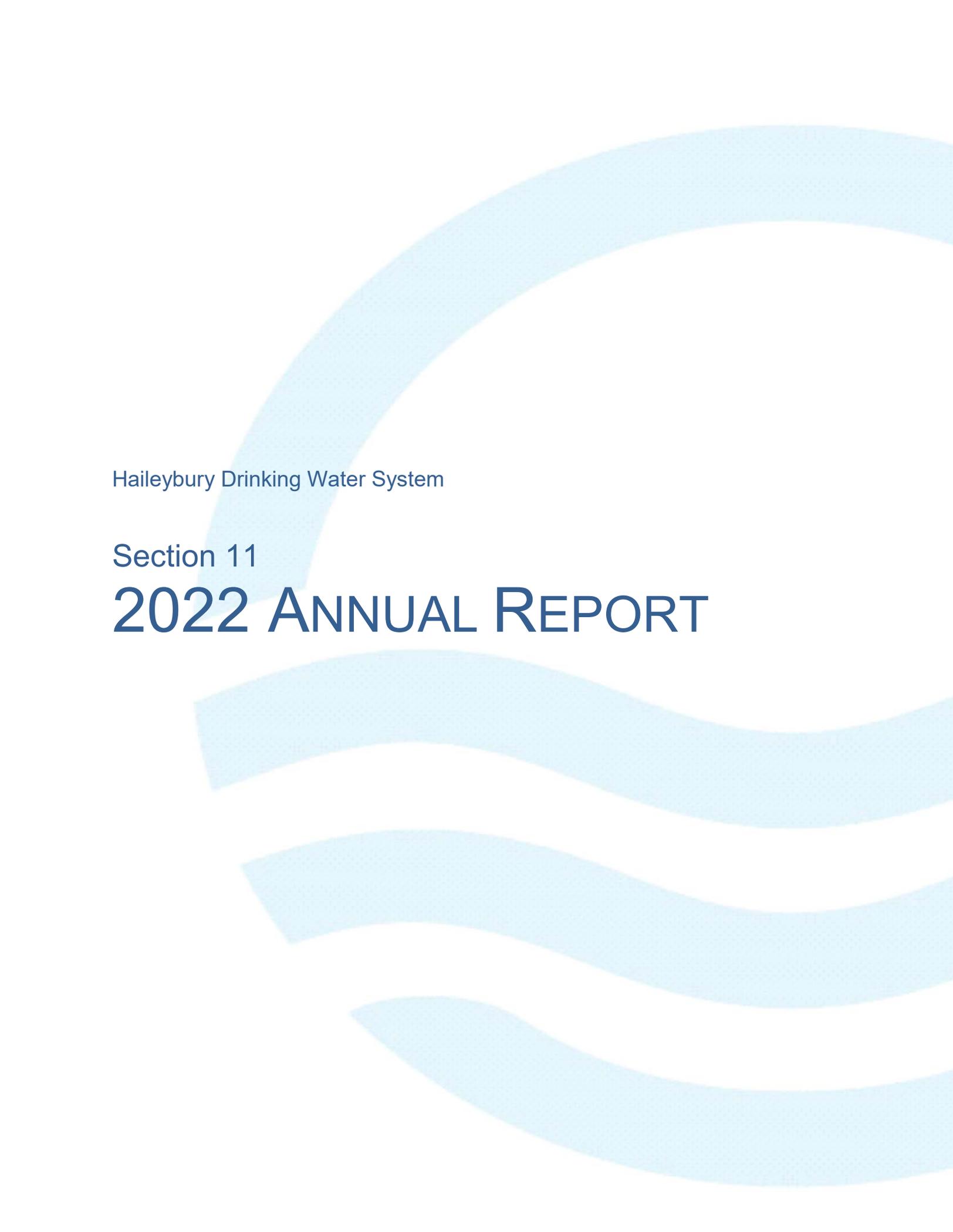
The report must list the requirements of the Act, its regulations, the system's Drinking Water Works Permit (DWWP), Municipal Drinking Water Licence (MDWL), Certificate of Approval (if applicable), and any regulatory requirement the system failed to meet during the reporting period. The report must also specify the duration of the failure, and for each failure referred to, describe the measures that were taken to correct the failure.

The *Safe Drinking Water Act*, 2002 and the drinking water regulations can be viewed at the following website: <http://www.e-laws.gov.on.ca>.

To enable the Owner to assess the rated capacity of their system to meet existing and future planned water uses, the following information is also required in the report.

1. A summary of the quantities and flow rates of water supplied during the reporting period, including the monthly average and the maximum daily flows.
2. A comparison of the summary to the rated capacity and flow rates approved in the systems approval, drinking water works permit or municipal drinking water licence or a written agreement if the system is receiving all its water from another system under an agreement.

The reports have been prepared by the Ontario Clean Water Agency (OCWA) on behalf of the Owner and presented to council as the 2022 Annual/Summary Report.



Haileybury Drinking Water System

Section 11

2022 ANNUAL REPORT



Section 11 - ANNUAL REPORT

1.0 INTRODUCTION

Drinking-Water System Name	Haileybury Drinking Water System
Drinking-Water System Number	210000309
Drinking-Water System Owner	The Corporation of the City of Temiskaming Shores
Drinking-Water System Category	Large Municipal, Residential System
Reporting Period	January 1, 2022 to December 31, 2022

Does your Drinking-Water System serve more than 10,000 people? No

Is your annual report available to the public at no charge on a web site on the Internet?

Yes at: <http://www.temiskamingshores.ca/en/index.asp>

Location where Report required under O. Reg. 170/03 Schedule 22 will be available for inspection:

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

Drinking-Water Systems that receive drinking water from the Haileybury Drinking Water System

The Haileybury Drinking Water System provides all of its drinking water to the communities of Haileybury and North Cobalt within the City of Temiskaming Shores.

The Annual Report was not provided to any other Drinking Water System Owners

The Ontario Clean Water Agency prepared the 2022 Annual/Summary Report for the Haileybury Drinking Water System and provided a copy to the system owner; the City of Temiskaming Shores. The Haileybury Drinking Water System is a stand-alone system that does not receive water from or send water to another system.

Notification to system users that the Annual Report is available for viewing is accomplished through:

- Notice on the city’s Facebook page
- Notice in the local newspaper



2.0 HAILEYBURY DRINKING WATER SYSTEM (DWS No. 210000309)

The Haileybury Drinking Water System is owned by the Corporation of the City of Temiskaming Shores and consists of a Class 3 water treatment subsystem and a Class 2 water distribution subsystem. It is a surface water system that services the communities of Haileybury and North Cobalt. The Ontario Clean Water Agency is the accredited operating authority and is designated as the Overall Responsible Operator for both the water treatment and water distribution facilities.

Raw Water Supply

The water treatment plant, located at 322 Browning Street obtains its raw water from Lake Temiskaming. A 197 m long, 450 mm diameter raw water intake pipe extends 168 m into the lake. The intake structure is an upturned bell inside a cribbed structure. The intake is approximately 12.5 m below the low recorded water level and 2 m above the lake bottom.

Water flows into the intake structure by gravity, through two removable inlet screens and is stored in the raw water wet well. The wet well contains a heated superstructure and has a storage volume of 37.2 m³. The low lift pumping station is equipped with three low lift duty pumps; all are vertical turbine pumps which operate on an alternating basis. A magnetic flow meter is located in the water treatment plant to monitor raw water flows. The raw water is also continuously monitored for pH, turbidity and temperature.

Water Treatment

Raw water is pumped to the water treatment building where it is injected with sodium carbonate (soda ash) for pH and alkalinity adjustment and aluminum sulphate for the coagulation/flocculation process. The process water undergoes rapid mixing, flows into two flocculation basins, where polymer is added as a coagulant aid and pH is continuously monitored. It is then directed to a settling tank for clarification. The process water flows through three dual media filters consisting of anthracite and silica sand. The filter system is equipped with an automated backwash sequence, filter-to-waste capabilities, air blower and an underdrain system. The backwash wastewater and the settled solids from the settling tank are discharged to the municipal sanitary system. On-line turbidity analyzers are used to monitor the turbidity off each filter.

After filtration, the process water is chlorinated and pH adjusted with soda ash before entering the dual celled clearwell. Three high lift pumps equipped with variable frequency drives (VFDs) are located at the end of the clearwell, where a magnetic flow meter is used to measure flow on the discharge main. In a separate room, with outside access only, a gas chlorine system equipped with automatic switchover is used for post-filtration chlorination in the clearwell. The water leaving the clearwell is continuously monitored for flow, pH, turbidity and free chlorine residual as it is directed to an off-site reservoir.



Water Storage

The Niven Street reservoir is a baffled contact tank consisting of two reservoirs and one pumping chamber that provide sufficient chlorine contact time to meet CT requirements. The water in the reservoir is monitored for free chlorine residual and level to ensure primary disinfection is achieved. An ammonium sulphate dosing system is used to chloramine the treated water before being gravity fed or pumped to the distribution system by four high lift pumps equipped VFDs. The water directed to the pressure zones are continuously monitored for pH, turbidity, pressure and total chlorine residual. The gravity fed zone is continuously monitored for flow.

Control System

The Haileybury Water Treatment System is controlled by a dedicated Programmable Logic Controller (PLC) and monitored through a Control System Supervisory Control and Data Acquisition (SCADA) system. All analyzing, monitoring and control module equipment information is routed through the SCADA system for operator monitoring and control. Control of equipment can be accomplished locally using the SCADA computer located at the Haileybury water treatment plant or remotely using operator computers and cell phones. Alarm capability and set point adjustment along with trend monitoring are also available through SCADA system controls.

Emergency Power

A 250 kW diesel generator with a 2000 L fuel tank is available outside of the main water treatment plant and is capable of supplying power to the facility during power failures.

A 200 kW diesel engine generator with a 1000 L fuel tanks is located outside of the Niven Street Reservoir to provide emergency power during emergencies.

Distribution System

The Haileybury drinking water system is classified as a Large Municipal Residential Drinking Water System that provides water to a population of approximately 4,200 residents. The distribution system has approximately 1940 service connections and is comprised of various pipe materials including 4" - 12" cast iron with lead joints or ductile iron, 10" and 12" asbestos cement, and PVC with mechanical joints. There are several isolation valves to allow for the repair and maintenance of selected sections of the distribution system, one air relief valve and four pressure reducing valves. Approximately 174 fire hydrants are connected to the system to aid in fire protection.

The system consists of four pressure zones. Zone 1 is a gravity fed area in downtown Haileybury, Zone 2 is an intermediate pressure region located at higher elevations along the west side of Haileybury, Zone 3 is an controlled pressure system which is fed off of the high pressure system and is located in the central part of Haileybury and North Cobalt and Zone 4 is a



high pressure zone in North Cobalt. The water distribution piping system is continuous between the four identified pressure zones; however the various zones are isolated from each other via closed valves.

3.0 LIST OF WATER TREATMENT CHEMICALS USED OVER THE REPORTING PERIOD

The following chemicals were used in the Haileybury Drinking Water System treatment process:

- Aluminum Sulphate (Alum) – Coagulation/Flocculation
- Ammonium Sulfate – Secondary Disinfection
- Chlorine Gas – Primary Disinfection
- Polyelectrolyte (Polymer) - Coagulant Aid
- Soda Ash – pH and Alkalinity Adjustment

All treatment chemicals meet AWWA and NSF/ANSI standards.

4.0 SIGNIFICANT EXPENSES INCURRED TO THE DRINKING WATER SYSTEM

OCWA is committed to maintaining the assets of the drinking water system and sustains a program of scheduled inspection and maintenance activities using a computerized Work Management System (WMS).

Significant expenses incurred in the drinking water system include the following:

- Removed two Depolox 3 total chlorine residual analyzers located at the Niven Street Reservoir that monitors water entering the gravity zone and pressure zones 2/3. The analyzers were replaced with one new Hach CL17Sc with Sc4500 controller.
- Replaced pH analyzer that monitors clearwell pH,
- Replaced actuators for filters,
- Replaced faulty security key pads,
- Replaced ammonia level transmitter (reservoir),
- Replaced water feed pump head for treated chlorine analyzer,
- SAI Global Quality and Environmental Management System (QEM) surveillance and re-accreditation audits. Accreditation achieved on November 28, 2022.
- Filter 1 rehabilitation started in October 2022 and continues in 2023 (removal of false floor and replace with pour in place concrete floor, sandblast and coat filter walls, installation of a new aeration and underdrain system, installation of new filter media).

5.0 DETAILS ON NOTICES OF ADVERSE TEST RESULTS AND OTHER PROBLEMS REPORTED TO & SUBMITTED TO THE SPILLS ACTION CENTER

Based on information kept on record by OCWA, sixteen (16) adverse water quality incidents were reported to the Ministry’s Spills Action Centre in 2022.

Date	AWQI No.	Details
February 28, 2022	157897	<p>Watermain break/repair (Category 2) occurred on 60 Cross Lake Road. in North Cobalt. Improperly disinfected water entered the main. The local Health Unit was notified and a precautionary boil water advisory (BWA) was issued for the affected area (6 houses).</p> <p>All materials were disinfected and the area flushed until an acceptable disinfection concentration was achieved (CCR = 1.23 mg/L). Repair was completed and the pressure was restored on February 28th at 1845 hours. SAC and the local MECP inspector were notified of the incident and the notification report was emailed to SAC, MOH and Owner on March 1st.</p> <p>After the repair was complete and the area was flushed, 2 sets of 3 bacti samples were collected (upstream, downstream and at the site of the break) on February 28th and March 1st. Sample results indicated no total coliforms or <i>E.coli</i>. BWA was lifted on March 3rd at approximately 0930 hours.</p> <p>Incident resolved on March 3, 2022.</p>
March 18, 2022	158023	<p>Category 2 watermain break on the corner of Morrisette Drive and Georgina Avenue in the community of Haileybury. Suspected contamination occurred when dirty water entered the main during the repair. Five (5) homes were isolated to conduct the repair. A precautionary BWA was issued by the local Health Unit for the affected homes on March 18th.</p> <p>After the repair was complete, the pressure was restored and the area was flushed as per the Ministry's Watermain Disinfection procedure. Two sets of 3 bacteriological samples were collected 24 hours apart and tested for total coliforms and <i>E.coli</i>. One sample was collected at the site of the break and two samples were collected upstream. There was no sample point downstream of the break. Samples were collected on March 18th and 19th and results indicated no total coliforms or <i>E.coli</i>. The BWA was lifted on March 21, 2022 at approximately 11:30 hours.</p> <p>Incident resolved on March 22, 2022.</p>
April 27, 2022	158263	<p>Category 2 watermain break on Albert Street in the community of Haileybury caused by a frozen pipe. Approximately 70 feet of pipe had to be replaced. Seventeen (17) homes were isolated to conduct the repair. A precautionary BWA was issued by the local Health Unit for the affected homes.</p> <p>After the repair was complete, the pressure was restored and the area was flushed as per the Ministry's Watermain Disinfection procedure. Two sets of 3 bacteriological samples were collected 24 hours apart and tested for total coliforms and <i>E.coli</i>. One sample was collected at the site of the break and</p>



Date	AWQI No.	Details
		<p>two samples were collected upstream. There was no sample point downstream of the break. Samples were collected on April 27th and 28th</p> <p>and results indicated no total coliforms or <i>E.coli</i>. The BWA was lifted on April 30, 2022 at approximately 1145 hours.</p> <p>Incident resolved on May 2, 2022.</p>
May 5, 2022	158330	<p>Category 2 watermain break on the corner of Rorke and View Streets in the community of Haileybury. Longitudinal break caused by water hammer and deterioration. Approximately 10 blocks (approx. 300 homes) were isolated to conduct the repair. A precautionary BWA was issued by the local Health Unit for the affected homes on May 6th.</p> <p>After the repair was complete, the pressure was restored and the area was flushed until an acceptable disinfection concentration was achieved. Two sets of 3 bacteriological samples were collected 24 hours apart and tested for total coliforms and <i>E.coli</i>. Samples were collected at the break site, upstream and downstream on May 6th and 7th. Results indicated no total coliforms or <i>E.coli</i>. The BWA was lifted on May 8, 2022 at approximately 1530 hours.</p> <p>Incident resolved on May 9, 2022.</p>
May 27, 2022	158496	<p>Category 2 watermain break at the intersection of Rorke and Elliott Streets in the community of Haileybury. Longitudinal break on a 4" main caused by water hammer and potential deterioration. Approximately 25 residents (8 homes and 1 apartment) were isolated to conduct the repair. A precautionary BWA was issued by the local Health Unit for the affected homes on May 27th.</p> <p>After the repair was complete, the pressure was restored and the area was flushed until an acceptable disinfection concentration was achieved. Two sets of 3 bacteriological samples were collected 24 hours apart and tested for total coliforms and <i>E.coli</i>. Samples were collected at the break site, upstream and downstream on May 27th and 28th. One (1) total coliform was detected in a sample collected on May 28th at 360 Rorke Ave. The adverse result was reported to MOH, SAC and the Owner (AWQI 158511).</p> <p>The BWA remained in place until 2 consecutive sets of 2 bacti samples had acceptable results.</p> <p>BWA lifted on June 6th at 10:30 AM</p>
May 29, 2022	158511	<p>May 29 - One (1) total coliform was detected in a sample collected at 260 Rorke Avenue on May 28th.</p> <p>The sample was collected in response to a category 2 watermain break</p>



Date	AWQI No.	Details
		<p>which occurred on Rorke Avenue on May 27th. Two (2) sets of 3 bacteriological samples were collected on May 29th and 31st. All results from May 29th were acceptable having zero total coliforms and <i>E. coli</i>. The second set of resamples collected on May 31st resulted in a 5 total coliforms detected at 260 Rorke Avenue.</p> <p>BWA was issued on May 27th for 8 homes and 1 apartment building and will remain in place until 2 consecutive sets of 3 bacti samples show no detectable coliforms.</p>
June 3, 2022	158577	<p>Five (5) total coliforms were detected in a sample collected at 260 Rorke Avenue on May 31st.</p> <p>The sample was a resample for AWQIs 158511 and 158496. Two (2) sets of 3 bacteriological samples were collected on May 29th and 31st. All results from May 29th were acceptable having zero total coliforms and <i>E. coli</i>. The second set of resamples collected on May 31st resulted in a 5 total coliforms at 260 Rorke Avenue. Samples were collected from an outside tap.</p> <p>BWA was issued on May 27th for 8 homes and 1 apartment building and will remain in place until 2 consecutive sets of 3 bacti samples show no detectable coliforms. Resample results collected on June 2nd and 3rd were acceptable having no total coliforms or <i>E. coli</i>.</p> <p>The BWA was lifted on June 6th at approximately 10:30 AM.</p>
July 4, 2022	158998	<p>Category 2 watermain break between 255 Rorke Avenue and 279 Rorke Avenue in the community of Haileybury. The main was isolated to replace 6 feet of pipe. The local Health Unit was notified and a precautionary BWA was issued for 30 residents on Rorke Avenue and upper Elliot Street.</p> <p>After the repair was complete the pressure was restored and the area was flushed and tested. Two sets of 3 bacteriological samples were collected (upstream, downstream and the site of the break) on July 4th and 5th. Sample results indicated no total coliforms or <i>E.coli</i> BWA was lifted on July 8, 2022 at approximately 9:30 AM.</p> <p>Resolution submitted on July 8, 2022.</p>
July 4, 2022	158997	<p>Category 2 watermain break at 408 Lakeview Ave. in the community of North Cobalt. Rock and debris entered the break site. The local Health Unit was notified and a precautionary BWA was issued for affected residents on Lakeview and Station Street. Two sets of 3 samples were collected on July 4th and 5th (upstream, downstream and near the site of the break). All results were acceptable having zero total coliforms and <i>E.coli</i>. Before lab results were received, the BWA was extended on July 7th for all residents in North Cobalt when several more category 2 waterman breaks occurred.</p>



Date	AWQI No.	Details
		<p>The BWA remained in place until July 15th at 9:45 AM. Resolution Report submitted on July 18, 2022.</p>
July 5, 2022	159012	<p>Category 2 watermain break at 144 Station Street in the community of North Cobalt. Section of Station Street was isolated and lost pressure. The local Health Unit was notified and a precautionary BWA was issued for affected residents on Station Street. Two sets of 3 samples were collected on July 5th and 6th (upstream, downstream and near the site of the break). All results were acceptable having zero total coliforms and <i>E.coli</i>. Before lab results were received, the BWA was extended on July 7th for all residents in North Cobalt when several more category 2 waterman breaks occurred.</p> <p>The BWA remained in place until July 15th at 9:45 AM. Resolution Report submitted on July 18, 2022.</p>
July 7, 2022	159062	<p>Three Category 2 watermain breaks at 390 Lakeview Avenue, on the corner of Silver Street and Cross Lake Road and the corner of Cross lake Road and Groom Drive in the community of North Cobalt (3 separate breaks occurring around the same time). Loss of pressure and rock and debris entered the break sites; suspected contamination for all events. The local Health Unit was notified and a precautionary BWA was issued for all residents in North Cobalt.</p> <p>The local Health Unit instructed that 5 samples - one upstream sample to capture all of the BWA area, 1 downstream to capture all of BWA area and 1 at each break site for a total of 5 samples. Samples were collected on July 11th and 12th.</p> <p>The sample collected at Cross Lake and Groom Dr. on July 11th at 1127 hours (CCR = 1.18 mg/L) had a result of NDOGN - no data, overgrown with non-target (AWQI 159120). The samples collected on July 12th were acceptable having zero total coliforms and <i>E.coli</i>. (Refer to AWQI No. 159120).</p> <p>The BWA remained in place until July 15th at 9:45 AM. Resolution Report submitted on July 18, 2022.</p>
July 8, 2022	159072	<p>Category 2 watermain break between at 125 Rorke Avenue in the community of Haileybury. The main was isolated to replace 3 feet of pipe. The local Health Unit was notified and a precautionary BWA was issued for 3 residents on Rorke Avenue.</p> <p>SAC phone lines were down (Roger communications outage). Called local MECP inspector. Emailed notification report to SAC asking for AWQI Number.</p> <p>After the repair was complete and the area was flushed and an acceptable disinfection concentration was achieved, two sets of 3 bacteriological samples were collected (upstream, downstream and the site of the break)</p>



Date	AWQI No.	Details
		<p>on July 11th and 12th. Sample results indicated no detectable total coliforms or <i>E.coli</i>. BWA was lifted on July 15, 2022 at approximately 9:45 AM.</p> <p>Incident resolved on July 15, 2022</p>
July 15, 2022	159120	<p>A drinking water sample collected from a hydrant at Cross Lake and Groom Drive in the community of North Cobalt in the Haileybury distribution system was reported as having a result of NDOGN - no data, overgrown with non-target. The sample was collected on July 11th at 1127 hours (CCR = 1.18 mg/L) after a watermain repair.</p> <p>A BWA was issued on July 7th for the entire community of North Cobalt after several watermain breaks occurred from July 4th to July 7th. The BWA remained in place until all samples collected in response to the breaks and an additional 2 consecutive sets of 3 bacti samples (up, down and at the site of the adverse result) had no detectable total coliforms or <i>E.coli</i>.</p> <p>A sample collected on July 13th at 1455 hours (CCR = 1.25 mg/L) from hydrant No. 128 had a result of one (1) total coliform (AWQI No. 159149). The samples collected on July 14th were acceptable having zero total coliforms and <i>E.coli</i>. (See AWQI No. 159149).</p> <p>The BWA remained in place until July 15th at 9:45 AM. Resolution Report submitted on July 18, 2022.</p>
July 15, 2022	159149	<p>A drinking water sample collected from hydrant No. 128 in the community of North Cobalt in the Haileybury distribution system was reported as having a result of one (1) total coliform. The sample was collected on July 13th at 1455 hours (CCR = 1.25 mg/L). This is a re-sample collected in response to an adverse result of NDOGN (AWQI 159120)</p> <p>A BWA was issued on July 7th for the entire community of North Cobalt after several watermain breaks occurred from July 4th to July 7th. The BWA remained in place until 2 consecutive sets of 3 bacteriological samples had no detectable coliforms. Samples collected on July 14th and 15th had no detectable total coliforms or <i>E. coli</i>.</p> <p>The Public Health Inspector (Cameron Clark) was notified of the results on Monday, July 18th at 9:26 AM. The BWA was lifted at approximately 9:45 AM on July 18th. Resolution Report for AWQI Nos. 15912, 159062, 15912, 158997 was submitted on July 18, 2022.</p>
October 17, 2022	160432	<p>Sodium adverse result of 21.3 mg/L (limit = 20 mg/L) collected from the treated water at the plant on October 17th.</p> <p>The Ministry's Spill's Action Center (SAC) and the local Health Unit were notified. A re-sample was collected on October 25th (re-sample result = 24.8 mg/L). The Health Unit was notified of the result and the incident resolved</p>

Date	AWQI No.	Details
		on November 2 nd .
December 12, 2022	160952	<p>Category 2 watermain break - the isolation of a watermain break on Niven Street across from the Haileybury Reservoir at 400 Niven Street resulted in a low or loss of pressure to a large section of the community. A precautionary BWA was issued by the local Health Unit for the affected area on December 12, 2022.</p> <p>A decision made by the Health Unit on December 13th at 9:00 AM to re-issue the BWA for the entire community of Haileybury including North Cobalt.</p> <p>After the repair was complete the pressure was restored and the area was flushed until acceptable chlorine residuals were achieved. Two sets of 10 bacteriological samples were collected as per the Public Health Inspectors instructions (one at the site, one upstream and 8 downstream) were collected on December 13th and 14th. Sample results indicated no detectable total coliforms or <i>E.coli</i>. The BWA was lifted on December 16, 2022 at approximately 10:30 AM.</p>

6.0 MICROBIOLOGICAL TESTING PERFORMED DURING THE REPORTING PERIOD

Summary of Microbiological Data

Sample Type	# of Samples <i>(see Note 2)</i>	Range of <i>E.coli</i> Results <i>(min to max)</i>	Range of Total Coliform Results <i>(min to max)</i>	# of HPC Samples	Range of HPC Results <i>(min to max)</i>
Raw	52	< 2 to 20	2 to > 1000/NDOGT	N/A	N/A
Treated	52	0 to 0	0 to 0	52	< 10 to 170
Distribution	156	0 to 0	0 to 0	52	< 10 to 30

Maximum Acceptable Concentration (MAC) for *E. coli* = 0 CFUs/100 mL

MAC for Total Coliforms = 0 CFUs/100 mL

NDOGT = No Data, Overgrown with Target

"<" denotes less than the laboratory's method detection limit

">" denotes greater than the laboratory's method detection limit

Notes:

1. One microbiological sample is collected and tested each week from the raw and treated water supply. A total of three microbiological samples are collected and tested each week from the Haileybury distribution system. At least 25% of the distribution samples must be tested for HPC bacteria.

7.0 OPERATIONAL TESTING PERFORMED DURING THE REPORTING PERIOD

Continuous Monitoring in the Treatment Process

Parameter	# of Samples	Range of Results (min to max)	Unit of Measure	Standard
Turbidity (Filter 1)	8760	0.001 to 0.895	NTU	≤ 1.0
Turbidity (Filter 2)	8760	0.000 to 0.750	NTU	
Turbidity (Filter 3)	8760	0.000 to 0.957	NTU	
Free Chlorine (Reservoir)	8760	0.91 to 2.46	mg/L	CT**

Notes:

1. For continuous monitors 8760 is used as the number of samples.
2. * Effective backwash procedures, including filter to waste and automatic filter shut down features (callout and filter to waste) are in place to ensure that the effluent turbidity requirements as described in the Filter Performance Criteria are met all times. Turbidity exceedances occur when two (2) readings are above 1 NTU for 15 minutes or more in a 24 hour period. Filters will backwash if turbidity reaches 0.7 NTU and will shut down and filter to waste at 1.0 NTU. The system performed as programmed and no high turbidity water was directed to the next phase of the process.
3. ** CT is the concentration of chlorine in the water times the time of contact that the chlorine has with the water. It is used to demonstrate the level of disinfection treatment in the water. CT calculations are performed for the Haileybury water plant if the free chlorine residual level drops below 0.30 mg/L to ensure primary disinfection is achieved.

Summary of Chlorine Residual Data in the Distribution System

Parameter	No. of Samples	Range of Results (min to max)	Unit of Measure	Standard
Combined Chlorine Residual	404	0.25 to 2.05	mg/L	≥ 0.25 and < 3.0

Notes:

1. A total of seven operational checks for chlorine residual in the distribution system are collected each week. Four (4) samples are tested one day and three (3) on a second day. The sample sets are collected at least 48-hours apart and samples collected on the same day are from different locations.

Additional residuals were collected in response to complaints, water main breaks or adverse water quality incidents.

Refer to *Appendix B* for a monthly summary of the above operational data.

Summary of Nitrate & Nitrite Data (sampled at the plant's point of entry into the distribution every quarter)

Date of Sample	Nitrate Result	Nitrite Result	Unit of Measure	Exceedance
January 10	0.3	< 0.01	mg/L	No
April 11	0.3	< 0.01	mg/L	No
July 11	0.3	< 0.01	mg/L	No
October 25	0.4	< 0.01	mg/L	No

Maximum Allowable Concentration (MAC) for Nitrate = 10 mg/L
 MAC for Nitrite = 1 mg/L

Summary of Total Trihalomethane Data (sampled in the distribution system every quarter)

Date of Sample	THM Result	Unit of Measure	Running Average	Exceedance
January 10	48	ug/L		
April 11	39.9	ug/L		
July 11	42.2	ug/L	43.3	No
October 17	43	ug/L		

Maximum Allowable Concentration (MAC) for Total Trihalomethanes = 100 ug/L (Four Quarter Running Average)

Summary of Total Haloacetic Acid Data (sampled in the distribution system every quarter)

Date of Sample	Result Value	Unit of Measure	Running Average	Exceedance
January 10	47	ug/L		
April 11	28	ug/L		
July 11	94	ug/L	61.8	No
October 17	78	ug/L		

Maximum Allowable Concentration (MAC) for Total Haloacetic Acid = 80 ug/L (Four Quarter Running Average)

Summary of Most Recent Lead Data under Schedule 15.1

(applicable to the following drinking water systems; large municipal residential systems, small, municipal residential systems, and non-municipal year-round residential systems)

The Haileybury Drinking Water System qualified for the ‘Exemption from Plumbing Sampling’ as described in section 15.1-5 (9-10) of Ontario Regulation 170/03. The exemption applies to a drinking water system if; in two consecutive periods at reduced sampling, not more than 10% of all samples from plumbing exceed the maximum allowable concentration of 10 ug/L for lead. As such, the system was required to test for total alkalinity and pH in three distribution samples collected during the periods of December 15 to April 15 (winter period) and June 15 to October 15 (summer period). This testing is required in every 12-month period with lead testing in every third 12-month period.

Lead samples were last collected in 2021 and results were well below the MAC. Two rounds of alkalinity and pH testing were carried out on March 15th and September 13th of 2022. Results are summarized in the table below.

Summary of Lead Data (sampled in the distribution system)

Date of Sample	# of Samples	Field pH (min to max)	Field Temperature (°C) (min to max)	Alkalinity (mg/L) (min to max)	Lead (ug/L) (min to max)
March 15	3	6.9 to 7.3	1.4 to 2.5	33 to 40	N/A
September 13	3	7.14 to 7.25	17.2 to 18.1	34 to 35	N/A

Note: Next lead sampling scheduled for 2024



Most Recent Schedule 23 Inorganic Data Tested at the Water Treatment Plant

Parameter	Result Value	Unit of Measure	MAC	MAC Exceedance	½ MAC Exceedance
Antimony	< 0.5	ug/L	6	No	No
Arsenic	< 1.0	ug/L	10	No	No
Barium	8.0	ug/L	1000	No	No
Boron	< 2.0	ug/L	5000	No	No
Cadmium	< 0.1	ug/L	5	No	No
Chromium	< 1.0	ug/L	50	No	No
Mercury	< 0.1	ug/L	1	No	No
Selenium	< 0.2	ug/L	50	No	No
Uranium	< 1.0	ug/L	20	No	No

Note: Sample required every 12 months (sample date = October 17, 2022)

Most Recent Schedule 24 Organic Data Tested at the Water Treatment Plant

Parameter	Result Value	Unit of Measure	Standard	MAC Exceedance	½ MAC Exceedance
Alachlor	< 0.236	ug/L	5	No	No
Atrazine + N-dealkylated metabolites	< 0.5	ug/L	5	No	No
Azinphos-methyl	< 0.177	ug/L	20	No	No
Benzene	< 0.1	ug/L	1	No	No
Benzo(a)pyrene	< 0.01	ug/L	0.01	No	No
Bromoxynil	< 0.107	ug/L	5	No	No
Carbaryl	< 2	ug/L	90	No	No
Carbofuran	< 3	ug/L	90	No	No
Carbon Tetrachloride	< 0.2	ug/L	2	No	No
Chlorpyrifos	< 0.177	ug/L	90	No	No
Diazinon	< 0.177	ug/L	20	No	No
Dicamba	< 0.0934	ug/L	120	No	No
1,2-Dichlorobenzene	< 0.2	ug/L	200	No	No
1,4-Dichlorobenzene	< 0.3	ug/L	5	No	No
1,2-Dichloroethane	< 0.2	ug/L	5	No	No
1,1-Dichloroethylene (vinylidene chloride)	< 0.3	ug/L	14	No	No
Dichloromethane	< 1	ug/L	50	No	No
2,4-Dichlorophenol	< 0.2	ug/L	900	No	No
2,4-Dichlorophenoxy acetic acid (2,4-D)	< 0.4	ug/L	100	No	No
Diclofop-methyl	< 0.133	ug/L	9	No	No
Dimethoate	< 0.177	ug/L	20	No	No
Diquat	< 0.2	ug/L	70	No	No
Diuron	< 10	ug/L	150	No	No
Glyphosate	< 20	ug/L	280	No	No
Malathion	< 0.177	ug/L	190	No	No
Metolachlor	< 0.118	ug/L	50	No	No

Most Recent Schedule 24 Organic Data Tested at the Water Treatment Plant

Parameter	Result Value	Unit of Measure	Standard	MAC Exceedance	½ MAC Exceedance
Metribuzin	< 0.118	ug/L	80	No	No
Monochlorobenzene	< 0.5	ug/L	80	No	No
Paraquat	< 0.2	ug/L	10	No	No
Polychlorinated Biphenyls (PCBs)	< 0.06	ug/L	3	No	No
Pentachlorophenol	< 0.3	ug/L	60	No	No
Phorate	< 0.118	ug/L	2	No	No
Picloram	< 0.0934	ug/L	190	No	No
Prometryne	< 0.0591	ug/L	1	No	No
Simazine	< 0.177	ug/L	10	No	No
Terbufos	< 0.118	ug/L	1	No	No
Tetrachloroethylene	< 0.3	ug/L	10	No	No
2,3,4,6-Tetrachlorophenol	< 0.3	ug/L	100	No	No
Triallate	< 0.118	ug/L	230	No	No
Trichloroethylene	< 0.2	ug/L	5	No	No
2,4,6-Trichlorophenol	< 0.2	ug/L	5	No	No
2-methyl-4-chlorophenoxyacetic acid (MCPA)	< 6.67	ug/L	100	No	No
Trifluralin	< 0.118	ug/L	45	No	No
Vinyl Chloride	< 0.1	ug/L	1	No	No

Note: Sample required every 12 months (sample date = October 17, 2022)

Inorganic or Organic Parameter(s) that Exceeded Half the Standard Prescribed in Schedule 2 of Ontario Drinking Water Quality Standards

No inorganic or organic parameter(s) listed in Schedule 23 and 24 of Ontario Regulation 170/03 exceeded half the standard found in Schedule 2 of the Ontario Drinking Water Standard (O. Reg.169/03) during the reporting period.

Most Recent Sodium Data Sampled at the Water Treatment Plant

Date of Sample	Number of Samples	Result Value	Unit of Measure	MAC	Exceedance
October 17, 2022	1	21.3	mg/L	20	Yes
October 25, 2022 (resample)	1	24.8	mg/L	20	Yes

Note: Sample required every 60 months. Next sampling scheduled for October 2027.

The aesthetic objective for sodium in drinking water is 200 mg/L at which it can be detected by a salty taste. It is required that the local Medical Officer of Health be notified when the concentration exceeds 20 mg/L so that persons on sodium restricted diets can be notified by their physicians. The adverse sodium result was reported to the Ministry's SAC and the Timiskaming Health Unit on October 25, 2022 as required under Schedule 16 of O. Reg. 170/03 (AWQI# 160432).

Most Recent Fluoride Data Sampled at the Water Treatment Plant

Date of Sample	Number of Samples	Result Value	Unit of Measure	MAC	Exceedance
October 25, 2022	1	< 0.05	mg/L	1.5	No

Note: Sample required every 60 months. Next sampling scheduled for October 2027.

Additional Testing Performed in Accordance with a Legal Instrument.

Nitrosodimethylamine (NDMA)

Condition 5.0 (5.1) of Schedule C to Municipal Drinking Water Licence (MDWL) #218-102 issued on July 23, 2021 requires sampling, testing and monitoring of Nitrosodimethylamine (NDMA). The sample is to be collected each quarter from the farthest point in the distribution system and not exceed the maximum allowable concentration (MAC) of 0.009 ug/L.

Summary of NDMA Data (sampled in the distribution system every quarter)

Date of Sample	NDMA Result	Unit of Measure	Exceedance
January 11	< 0.0008	ug/L	No
May 2	< 0.0008	ug/L	No
July 11	< 0.0009	ug/L	No
October 17	< 0.0009	ug/L	No

Maximum Allowable Concentration (MAC) for NDMA = 0.009 ug/L

Microcystins

Condition 6.0 (6.1) of Schedule C to Municipal Drinking Water License (MDWL) #218-102 issued on July 23, 2021 requires the development of a Harmful Algae Bloom (HAB) monitoring, reporting and sampling plan by January 31, 2022. The plan must be implemented during the harmful algae bloom season, during but not limited to the warm seasonal period between June 1st and October 31st of each year, or as otherwise directed by the Medical Officer of Health. A Plan was developed for the Haileybury Drinking Water System in May 2021 and is implemented during the summer season. The Plan includes visual inspection of the HAB monitoring area at least once per week. Sampling for microcystins on the raw and treated water each week with testing done on the raw water sample only unless microcystins are detected, then the treated sample is also tested. Reporting to the Health Unit and the Ministry’s Spills Actions Center if microcystins are detected in either the raw or treated water samples or if a suspected bloom is observed.

The table below summarizes the microcystin results for the season.

Summary of Microcystin Data

Sample Type	# of Samples	Range of Microcystin Results (min to max)	Unit of Measure	Exceedance
Raw	24	<0.15 to 0.17	ug/L	No
Treated	13	<0.15 to 0.22	ug/L	No

Maximum Allowable Concentration (MAC) for Microcystin-LR = 1.5 ug/L



Four (4) incidents of suspected and/or confirmed blue green algae blooms were reported to the Medical Officer of Health and the Ministry’s Spills Action Center.

Note: A suspected blue-green algae bloom was observed on August 15th and 16th but not reported to the appropriate authorities as required in the system’s HAB monitoring, reporting and sampling plan.

Incidents of Suspected or Confirmed HABs

Date	Ref. No.	Details
July 18, 2022	1-1Z7UXZ	<p>Total microcystins were detected in a raw water sample collected on July 18, 2022 at 10:20 AM from the Haileybury WTP (<0.15 ug/L). The sample was analyzed in duplicate and the replicate result was 0.18 ug/L. A total microcystins result of 0.22 ug/L was detected in the treated water sample collected on the same day at 11:30 AM .</p> <p>No blooms were observed in the HAB monitoring area. Filtration and disinfection processes were optimized and closely monitored.</p> <ul style="list-style-type: none"> - Weekly sampling of the raw and treated water continued weekly, - Visual monitoring continued to be done daily during the work week, - Incident was resolved when until 3 sets of consecutive results were non-detectable for microcystins. <p>MOH, SAC, MECP Inspector & Owner notified and notification report submitted on July 25th after results were received.</p> <p>Three consecutive sets of samples collected on July 25th, August 15th and August 15th indicated no microcystins and no blooms were observed in the HAB monitoring area. Incident resolved on August 18th</p>
August 25, 2022	1-24D2CV	<p>Suspected harmful algae bloom observed by the member of the public on August 22nd in Lake Temiskaming, upstream from the HAB monitoring area. OCWA was notified of the observation on August 25th by the local MECP Inspector.</p> <p>Filtration and disinfection processes were operating optimally and were closely monitored.</p> <p>OCWA performs daily (during the work week) observations of the HAB monitoring area and performs weekly proactive sampling for microcystins (raw and treated) from June 1 to October 31 every year.</p> <ul style="list-style-type: none"> - Weekly sampling of the raw and treated water continued weekly, - Visual monitoring continued to be done daily during the work week, - Incident was resolved when until 3 sets of consecutive results were non-detectable for microcystins. <p>Resample dates: August 29, September 5, September 12 (detectable microcystins).</p>



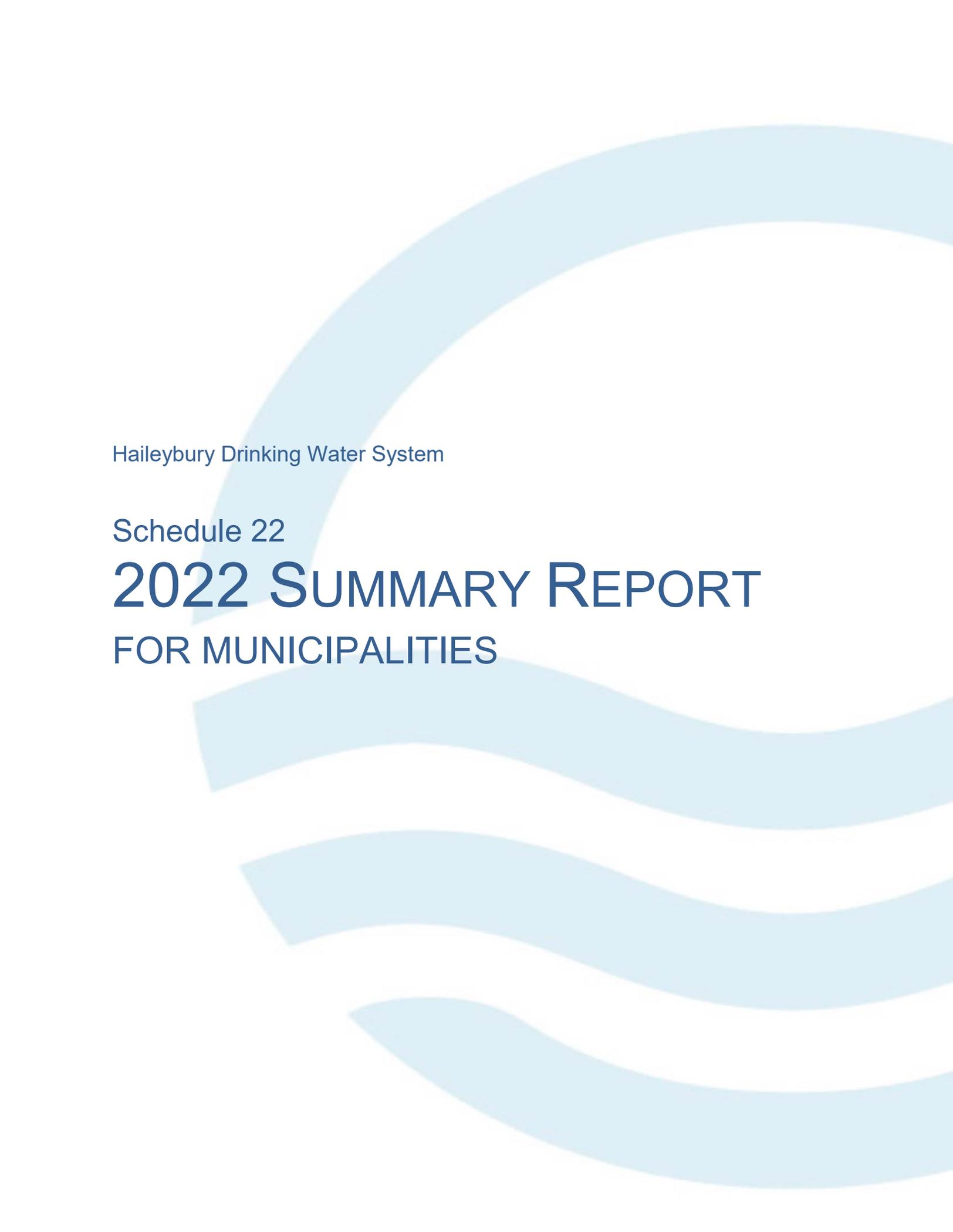
Incidents of Suspected or Confirmed HABs

Date	Ref. No.	Details
		<p>Incident was resolved October 31, 2022 when three (3) consecutive sets of results collected on October 11th, October 17th and October 24th had no detectable microcystins and no blooms were observed in the HAB monitoring area.</p>
September 12, 2022	1-269JCO	<p>Total microcystins were detected in a raw water sample collected from the Haileybury WTP on September 12, 2022 at 10:36 AM (result = 0.17 ug/L). A treated water sample was collected on the same day at 10:00 AM and no microcystins were detected (<0.15 ug/L).</p> <p>No blooms were observed in the HAB monitoring area. Filtration and disinfection processes were optimized and closely monitored.</p> <ul style="list-style-type: none"> - Weekly sampling of the raw and treated water continued weekly, - Visual monitoring continued to be done daily during the work week. - Incident was resolved when until 3 sets of consecutive results were non-detectable for microcystins <p>MOH, SAC, MECP Inspector & Owner notified and notification report submitted on September 19, 2022.</p> <p>Resample dates: September 19, September 26, October 3 (detectable microcystins).</p> <p>Incident was resolved October 31, 2022 when three (3) consecutive sets of results collected on October 11th, October 17th and October 24th had no detectable microcystins and no blooms were observed in the HAB monitoring area.</p>
October 3, 2022	1-27PYCS	<p>Total microcystins were detected in a raw water sample collected on October 3, 2022 at 10:00 AM from the Haileybury WTP (<0.15 ug/L). The sample was analyzed in duplicate and the replicate result was 0.18 ug/L. A treated water sample also had detectable total microcystins with a result of 0.18 ug/L. Sample collected on the same day at 12:00 PM.</p> <p>No blooms were observed in the HAB monitoring area. Filtration and disinfection processes were optimized and closely monitored.</p> <ul style="list-style-type: none"> - Weekly sampling of the raw and treated water continued weekly, - Visual monitoring continued to be done daily during the work week. - Incident was resolved when until 3 sets of consecutive results were non-detectable for microcystins <p>Resample dates: October 11, October 18, October 25</p> <p>Incident was resolved October 31, 2022 when three (3) consecutive sets of</p>



Incidents of Suspected or Confirmed HABs

<i>Date</i>	<i>Ref. No.</i>	<i>Details</i>
		results collected on October 11 th , October 17 th and October 24 th had no detectable microcystins and no blooms were observed in the HAB monitoring area.



Haileybury Drinking Water System

Schedule 22

2022 SUMMARY REPORT FOR MUNICIPALITIES

Schedule 22 - SUMMARY REPORTS for MUNICIPALITIES

1.0 INTRODUCTION

Drinking-Water System Name	Haileybury Drinking Water System
Municipal Drinking Water Licence (MDWL)	218-102-6 (issued July 23, 2021)
Drinking Water Works Permit (DWWP)	218-202-5 (issued July 23, 2021)
Permit to Take Water (PTTW)	P-300-1067513491 (issued February 13, 2020)
Reporting Period	January 1, 2022 to December 31, 2022

2.0 REQUIREMENTS THE SYSTEM FAILED TO MEET

According to information kept on record by OCWA, the Haileybury Drinking Water System failed to meet the following requirement during the 2022 reporting period:

Drinking Water Legislation	Requirement(s) the System Failed to Meet	Duration	Corrective Action(s)	Status
Condition 6.0 (6.3) of Schedule C to Municipal Drinking Water License (MDWL) #218-102	<p>Missed reporting of a blue-green algae bloom on August 15th and 16th.</p> <p>The HAB monitoring plan for the facility instructs operators to report a suspected or occurring HAB within the HAB monitoring area, as required. A potential HAB was observed in the HAB monitoring area on August 15, 2022, and August 16, 2022. In both cases, the operator recorded the observation, as required. However, the observation was not reported to the medical officer of health or the Ministry's Spills Action Centre in accordance with the facilities HAB monitoring, reporting, and sampling plan.</p> <p>A second event was reported to MOH and SAC on August 25th after a bloom was observed upstream from the HAB monitoring area (Ministry Reference No. 1-24D2CV).</p>	August 15, 2022	<p>Local MECP inspector was made aware of the issue on September 13, 2022 when discovered during a data review.</p> <p>Raw water sample was collected on August 15th, 2022 and no total microcystins were detected.</p> <p>Operators were reminded of the notification, reporting, and sampling requirements if a HAB is suspected or occurring in the HAB monitoring area. Furthermore, the operating authority provides Harmful Algal Bloom (HAB) Plan Awareness Training to operators annually in April/May.</p>	Complete



Drinking Water Legislation	Requirement(s) the System Failed to Meet	Duration	Corrective Action(s)	Status
<p>Section 27(4) of O. Reg. 128/04</p>	<p>Facility records contain numerous entries that were made by an operator who initialed/signed records with another operators initials. Some of these instances can be explained (e.g. they are a copy of the previous record from the superceding logsheet). However, in other instances, an explanation is not as apparent and they constitute violations of Section 27(4) of O. Reg. 128/04.</p> <p>The other instances in question ;</p> <ul style="list-style-type: none"> - Haileybury WTP Free Ammonium & Chlorine Residuals Logsheets, July 2022 - Haileybury DWS - Data Review Sheet - January 2022 (logsheet entries and comments section) - February 2022 (logsheet entries and comments section) - June 2022 (comments section) - July 2022 (comments section) - Haileybury WTP Chemical Usage & Dosage Record, March 2022 - Haileybury WTP Weekly Data Collection, April 2022. - Haileybury WTP Free Ammonium & Chlorine Residuals July 2022 - Haileybury DWS - Data Review Sheet for February 2022. <p>The operator reviewing facility sheets noticed missing initials and took it upon themselves to sign the entry rather than ask the operator who recorded the data to sign their own initials.</p> <p>The operator also transferred data from one sheet unintentionally made error when rewriting the results.</p>	<p>January 2022 to July 2022</p> <p>Discovered in November 2022</p>	<p>January 23 – a meeting was held with the operator and Team Lead to discuss the issues. Each incident identified in the MECP inspection report was reviewed and discussed.</p> <p>January 24 – an email was send to MECP Water Inspector, Scott Hanselman providing an explanation for all the incidents.</p> <p>February 1 – training conducted with all operational staff and City’s Environmental Services Manager.</p> <p>February 2 – training records provided to MECP Water Inspector Scott Hanselman</p>	<p>Complete</p>

It should be mentioned that sixteen (16) adverse water quality incidents were reported to the Ministry’s Spills Action Center during the reporting period. Refer to Section 5.0 – *Details on*



Notices of Adverse Test Results and Other Problems Reported to & Submitted to the Spills Actions Center on page 6 of this report for details.

3.0 SUMMARY OF QUANTITIES & FLOW RATES

Flow Monitoring

Municipal Drinking Water Licence (MDWL) #218-102 requires the owner to install a sufficient number of flow measuring devices to permit the continuous measurement and recording of:

- the flow rate and daily volume of water conveyed from the treatment system to the distribution system, and
- the flow rate and daily volume of water conveyed into the treatment system.

The flow monitoring equipment identified in the MDWL is present and operating as required. These flow meters are calibrated on an annual basis as specified in the manufacturers’ instructions.

Water Usage

The following Water Usage Tables summarize the quantities and flow rates of water taken and produced during the 2022 reporting period, including average monthly volumes, maximum monthly volumes, total monthly volumes and maximum flow rates.

Raw Water

2022 - Monthly Summary of Water Takings from the Source (Lake Temiskaming)

Regulated by Permit to Take Water (PTTW) #P-300-1067513491, issued February 13, 2020

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year to Date
Total Volume (m ³)	77046	70728	78830	75142	76341	75131	88515	78445	73696	73482	58149	58627	884130
Average Volume (m ³ /d)	2485	2526	2543	2505	2463	2504	2855	2530	2457	2370	1938	1891	2422
Maximum Volume (m ³ /d)	3300	3245	3027	3136	2809	2852	4088	2742	2794	2692	2193	2567	4088
PTTW - Maximum Allowable Volume (m ³ /day)	6816	6816	6816	6816	6816	6816	6816	6816	6816	6816	6816	6816	6816
Maximum Flow Rate (L/min)	4462	4458	4570	4476	3744	4542	4422	4404	4566	4218	3374	4586	4586
PTTW - Maximum Allowable Flow Rate (L/min)	4733	4733	4733	4733	4733	4733	4733	4733	4733	4733	4733	4733	4733

The system’s Permit to Take Water #P-300-1067513491 allows the municipality to withdraw a maximum volume of 6816 cubic meters from Lake Temiskaming each day at a maximum flow rate of 4733 L/minute. A review of the raw water flow data indicates that the system did not exceed the maximum allowable volume or maximum flow rate during the reporting period.



Treated Water

2022 - Monthly Summary of Treated Water Supplied to the Distribution System

Regulated by Municipal Drinking Water Licence (MDWL) #218-102 (issue 3), issued July 23, 2021

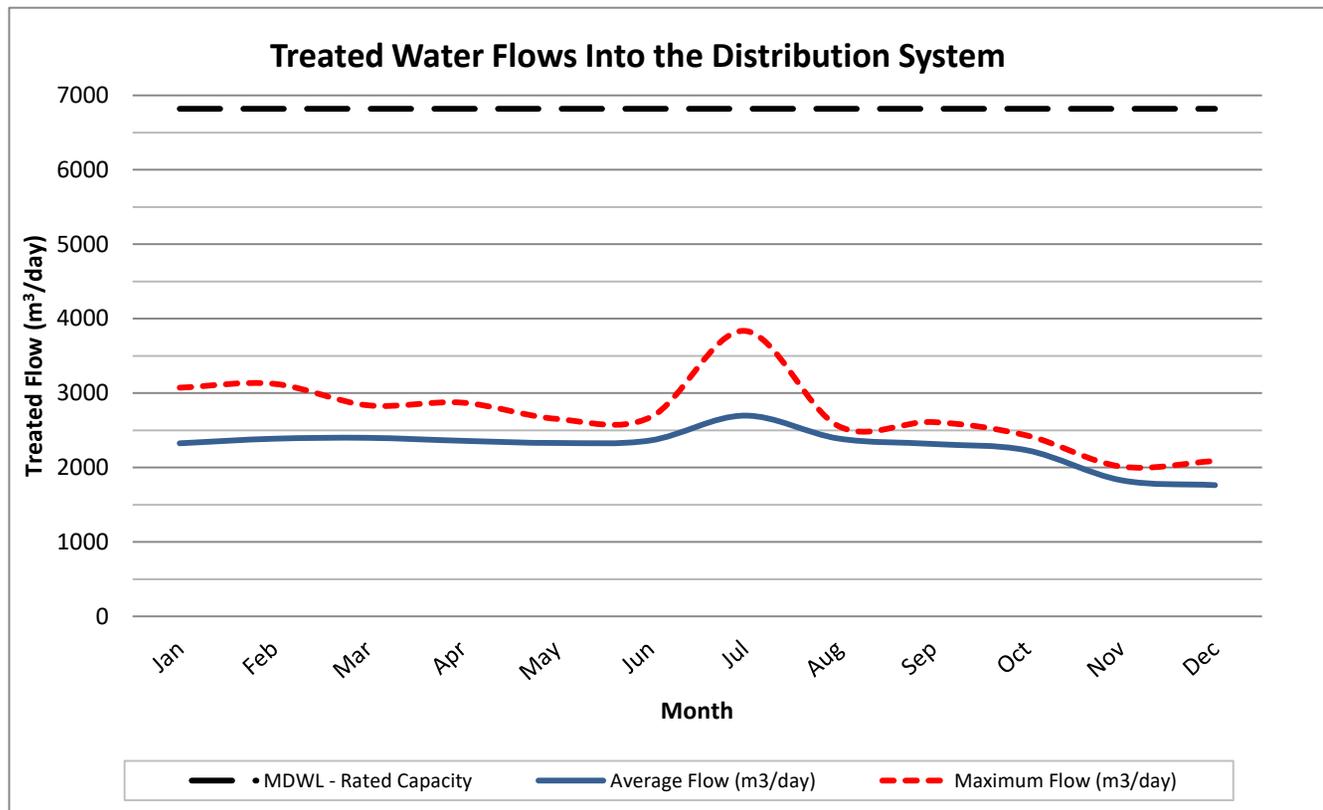
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year to Date
Total Volume (m ³)	72091	66837	74365	70773	72231	70909	83618	74067	69498	69190	54908	54652	833137
Average Volume (m ³ /d)	2326	2387	2399	2359	2330	2364	2697	2389	2317	2232	1830	1763	2283
Maximum Volume (m ³ /d)	3073	3125	2836	2872	2654	2675	3836	2556	2611	2431	2014	2088	3836
MDWL - Rated Capacity (m ³ /day)	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820

Schedule C, Section 1.0 (1.1) of MDWL No. 218-102 states that the maximum daily volume of treated water that flows from the treatment subsystem to the distribution system shall not exceed 6820 m³/day. The Haileybury DWS complied with this limit having a recorded maximum volume of 3836 m³/day on July 18th, which represents 56.2% of the rated capacity.

Figure 1 compares the average and maximum flow rates into the distribution system to the approved rated capacity of the system as identified in the MDWL.

Figure 1: 2022 - Comparison of Treated Water Flows to the Rated Capacity

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Average Flow (m ³ /day)	2326	2387	2399	2359	2330	2364	2697	2389	2317	2232	1830	1763
Maximum Flow (m ³ /day)	3073	3125	2836	2872	2654	2675	3836	2556	2611	2431	2014	2088
MDWL - Rated Capacity	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820
% Rated Capacity	45	46	42	42	39	39	56	37	38	36	30	31





Summary of System Performance

The following information is provided to enable the Owner to assess the capability of the system to meet existing and future water usage needs:

Rated Capacity of the Plant (MDWL)	6820 m ³ /day	
Average Daily Flow for 2022	2283 m ³ /day	33.5 % of the rated capacity
Maximum Daily Flow for 2022	3836 m ³ /day	56.2 % of the rated capacity
Total Treated Water Produced in 2022	833,137 m ³	

Historical Flows

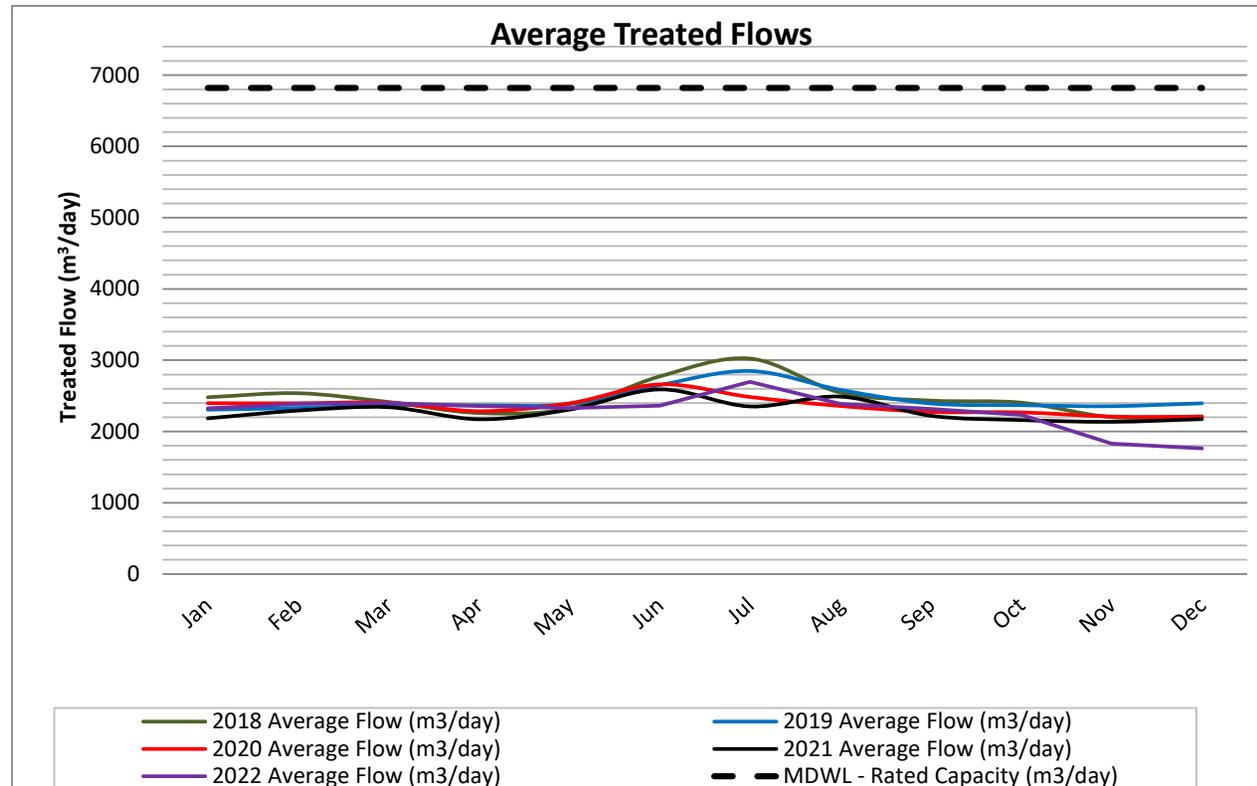
Haileybury Water Treatment Plant – Flow Comparison

Year	Maximum Treated Flow (m ³ /d)	Average Daily Flow (m ³ /d)	Average Day % of Rated Capacity (6820 m ³ /d)
2022	3836	2283	33.5%
2021	3372	2285	33.5%
2020	3565	2362	34.6%
2019	2446	3486	51.1%
2018	4220	2467	36.2%

Figure 2 compares the average treated water flows from 2018 to 2022.

Figure 2: Haileybury Water Treatment System - Average Treated Water Flows from 2018 to 2022

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018 Average Flow (m ³ /day)	2481	2537	2414	2259	2322	2773	3023	2546	2434	2405	2201	2213
2019 Average Flow (m ³ /day)	2306	2330	2369	2367	2386	2651	2849	2584	2393	2369	2355	2396
2020 Average Flow (m ³ /day)	2397	2396	2403	2285	2395	2661	2484	2358	2275	2268	2210	2206
2021 Average Flow (m ³ /day)	2185	2294	2341	2172	2307	2591	2352	2490	2221	2161	2136	2174
2022 Average Flow (m ³ /day)	2326	2388	2399	2359	2330	2364	2697	2389	2317	2232	1830	1763
MDWL - Rated Capacity (m ³ /day)	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820





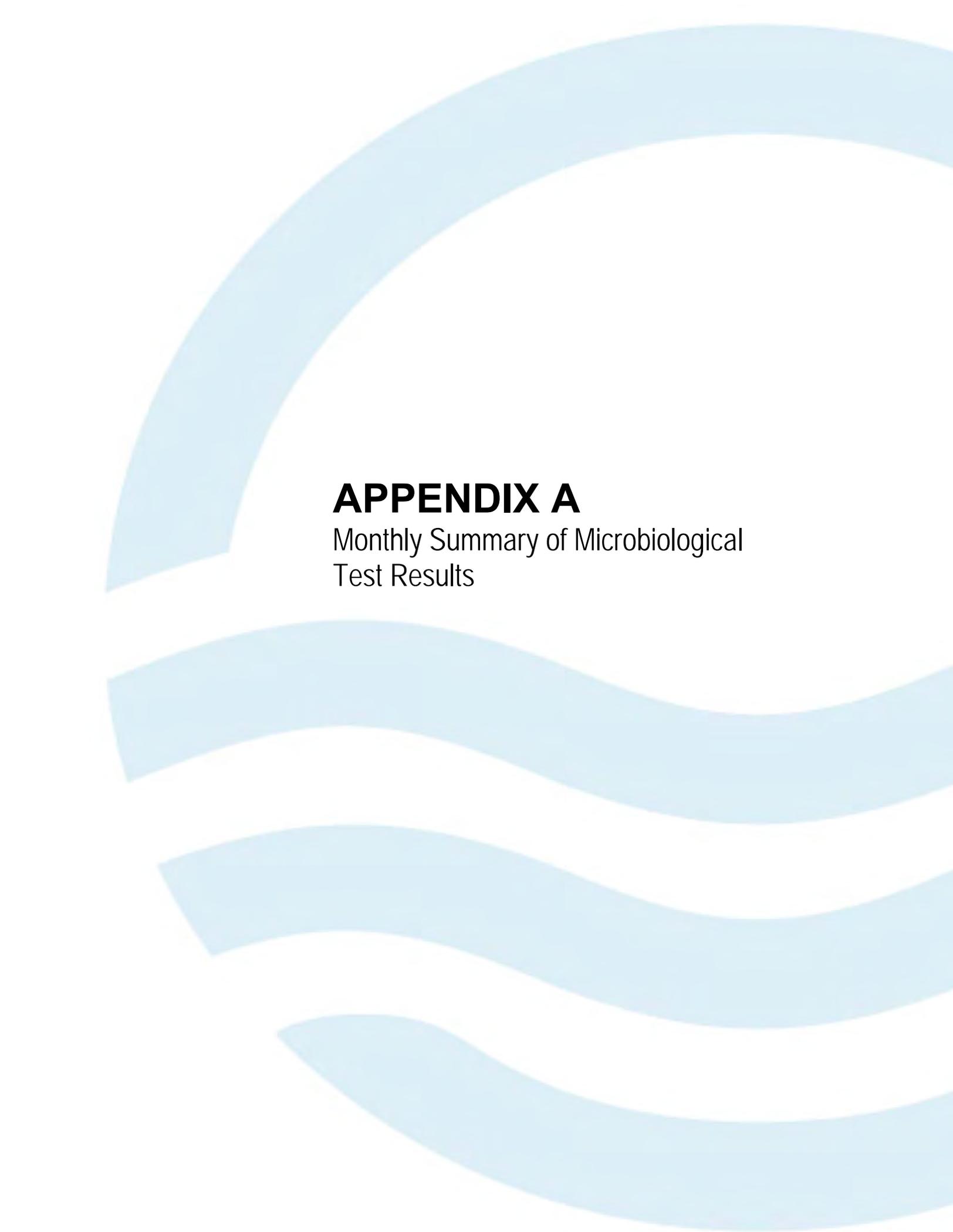
CONCLUSION

The water quality data collected in 2022 demonstrates that the Haileybury drinking water system provided high quality drinking water to its users.

The system was able to operate in accordance with the terms and conditions of the Permit to Take Water and in accordance with the rated capacity of the licence while meeting the community's demand for water use.

All Adverse Water Quality Incidents were reported to the Ministry's Spills Action Center and the corrective actions were completed as required and resolved as soon as possible.

A non-compliance occurred in August, when a suspected blue-green harmful algae bloom (HAB) was observed in the source water, but the observation was not reported to the Medical Officer of Health or the Ministry's Spills Action Centre as described in the facilities HAB monitoring, reporting, and sampling plan. The non-compliance was reported to the local MECP Water Inspector when discovered.



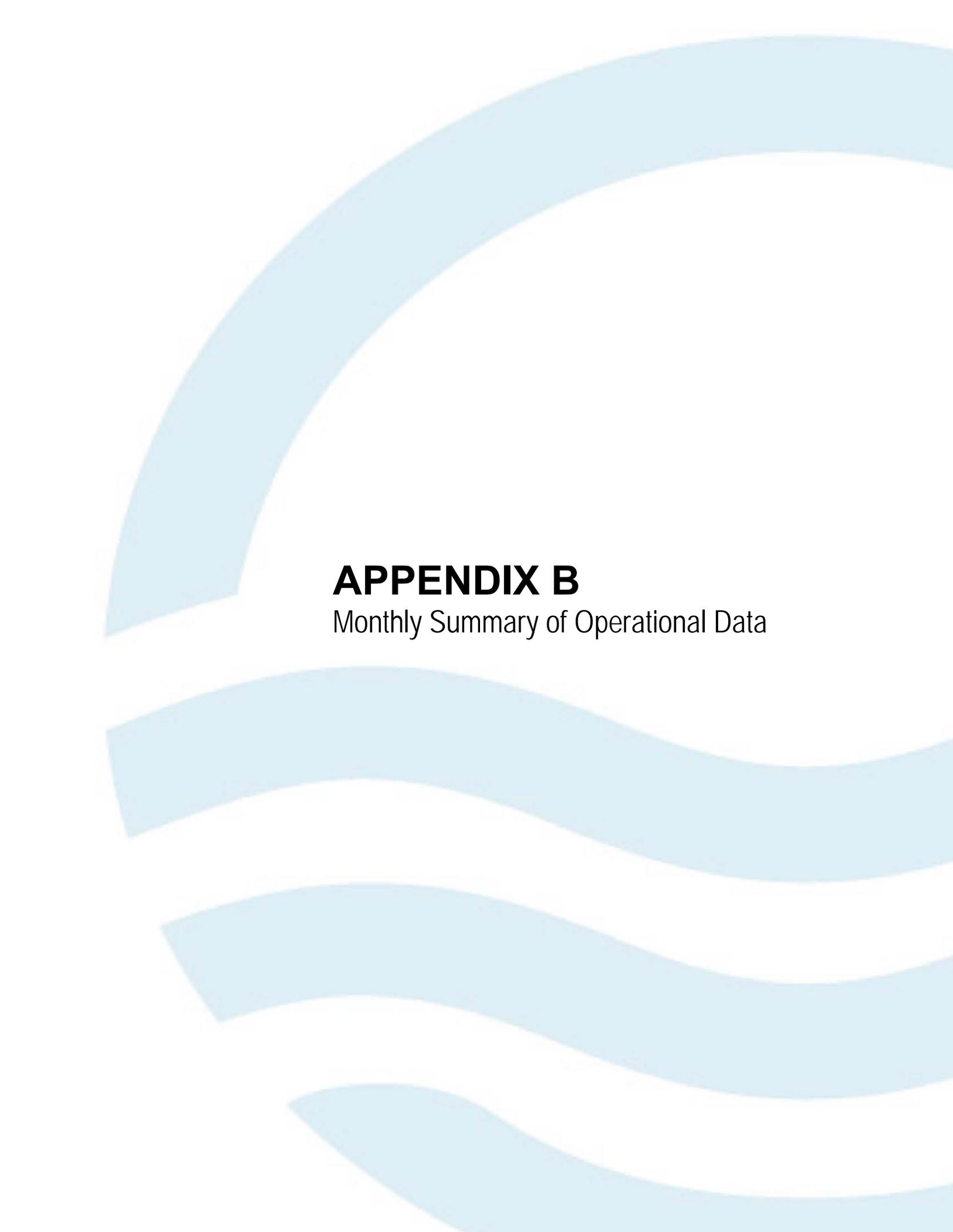
APPENDIX A

Monthly Summary of Microbiological
Test Results

**HAILEYBURY DRINKING WATER SYSTEM
2022 SUMMARY OF MICROBIOLOGICAL TEST RESULTS**

RAW WATER	01/2022	02/2022	03/2022	04/2022	05/2022	06/2022	07/2022	08/2022	09/2022	10/2022	11/2022	12/2022	Total	Avg	Max	Min
Lake Timiskaming / Total Coliform: TC - cfu/100mL																
Count Lab	5	4	4	4	5	4	4	5	4	5	4	4	52			
Max Lab	470	26	66	435/NDOGT	385/NDOGT	85	245/NDOGT	< 235/NDOGT	145	50	370	> 1000			> 1000/ NDOGT	
Mean Lab	144.4	20	32	261	222.25	36.25	94	< 66.25	< 43.75	30.8	237	> 375.75		126.542		
Min Lab	20	10	18	118	84	15	2	< 5	< 5	15	48	> 78				2
Lake Timiskaming / E. Coli: EC - cfu/100mL																
Count Lab	5	4	4	4	5	4	4	5	4	5	4	4	52			
Max Lab	< 4	< 2	< 5	10	20	< 5	< 5	< 5	15	< 12	< 15	10			20	
Mean Lab	< 2.4	< 2	< 2.75	< 5.667	< 10.25	< 4.25	< 3	< 5	< 7.5	< 6.2	< 7.75	5.5		< 5.188		
Min Lab	< 2	< 2	< 2	< 2	< 2	< 2	< 2	< 5	< 5	< 4	< 5	2				< 2
TREATED WATER																
Treated Water / Total Coliform: TC - cfu/100mL																
Count Lab	5	4	4	4	5	4	4	5	4	5	4	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
Treated Water / E. Coli: EC - cfu/100mL																
Count Lab	5	4	4	4	5	4	4	5	4	5	4	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
Treated Water / HPC - cfu/mL																
Count Lab	5	4	4	4	5	4	4	5	4	5	4	4	52			
Max Lab	< 20	< 10	< 10	< 10	< 10	< 10	170	20	< 100	< 20	< 10	< 10			170	
Mean Lab	< 12	< 10	< 10	< 10	< 10	< 10	< 50	< 12	< 32.5	< 14	< 10	< 10		< 15.577		
Min Lab	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10				< 10
DISTRIBUTION WATER																
1st Bacti/Residual / Total Coliform: TC - cfu/100mL																
Count Lab	5	4	4	4	5	4	4	5	4	5	4	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
1st Bacti/Residual / E. Coli - cfu/100mL																
Count Lab	5	4	4	4	5	4	4	5	4	5	4	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
2nd Bacti/Residual / Total Coliform: TC - cfu/100mL																
Count Lab	5	4	4	4	5	4	4	5	4	5	4	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
2nd Bacti/Residual / E. Coli - cfu/100mL																
Count Lab	5	4	4	4	5	4	4	5	4	5	4	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
2nd Bacti/Residual / HPC - cfu/mL																
Count Lab	5	4	4	4	5	4	4	5	4	5	4	4	52			
Max Lab	< 10	< 10	< 10	< 10	< 20	< 10	< 30	< 10	< 10	< 10	< 10	< 10			30	
Mean Lab	< 10	< 10	< 10	< 10	< 12	< 10	< 15	< 10	< 10	< 10	< 10	< 10		< 10.577		
Min Lab	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10				< 10
3rd Bacti/Residual / Total Coliform: TC - cfu/100mL																
Count Lab	5	4	4	4	5	4	4	5	4	5	4	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
3rd Bacti/Residual / E. Coli - cfu/100mL																
Count Lab	5	4	4	4	5	4	4	5	4	5	4	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0

NOTES:
 NDOGT = No Data, Overgrown with Target



APPENDIX B

Monthly Summary of Operational Data

**HAILEYBURY DRINKING WATER SYSTEM
2022 SUMMARY OF OPERATIONAL RESULTS**

FILTERED WATER	01/2022	02/2022	03/2022	04/2022	05/2022	06/2022	07/2022	08/2022	09/2022	10/2022	11/2022	12/2022	Total	Avg	Max	Min
Filter #1 / Turbidity (1 NTU) - NTU																
Max OL	0.674	0.171	0.895	0.302	0.222	0.152	0.54	0.286	0.14	0.57	0.163	0.167			0.895	
Mean OL	0.040	0.029	0.029	0.035	0.044	0.038	0.036	0.035	0.033	0.050	0.121	0.162		0.054		
Min OL	0.001	0.02	0.02	0.021	0.029	0.027	0.001	0.001	0.001	0.028	0.07	0.153				0.001
Filter #2 / Turbidity (1 NTU) - NTU																
Max OL	0.750	0.304	0.215	0.397	0.311	0.348	0.570	0.357	0.379	0.740	0.235	0.340			0.750	
Mean OL	0.039	0.027	0.027	0.037	0.047	0.042	0.042	0.042	0.044	0.042	0.04	0.049		0.04		
Min OL	0.000	0.019	0.020	0.023	0.031	0.028	0.000	0.000	0.000	0.031	0.000	0.030				0.000
Filter #3 / Turbidity (1 NTU) - NTU																
Max OL	0.92	0.765	0.865	0.776	0.471	0.213	0.64	0.097	0.957	0.34	0.789	0.72			0.957	
Mean OL	0.087	0.05	0.055	0.06	0.044	0.04	0.038	0.036	0.043	0.041	0.043	0.052		0.049		
Min OL	0.000	0.023	0.026	0.026	0.023	0.024	0.022	0.025	0.031	0.026	0.028	0.020				0.000
TREATED WATER	01/2022	02/2022	03/2022	04/2022	05/2022	06/2022	07/2022	08/2022	09/2022	10/2022	11/2022	12/2022	Total	Avg	Max	Min
Reservoir / Cl Residual: Free (0.3 mg/L) - mg/L																
Max OL	1.82	1.91	2.17	2.06	1.94	2.06	2.44	2.23	2.22	2.46	2.03	2.11			2.46	
Mean OL	1.607	1.67	1.932	1.832	1.71	1.693	1.506	1.926	1.87	1.811	1.68	1.863		1.758		
Min OL	1.42	1.13	1.1	1.55	1.46	1.38	0.91	1.37	1.32	1.51	1.3	1.45				0.91
DISTRIBUTION WATER	01/2022	02/2022	03/2022	04/2022	05/2022	06/2022	07/2022	08/2022	09/2022	10/2022	11/2022	12/2022	Total	Avg	Max	Min
1st Bacti/Residual / Cl Residual: Combined - mg/L																
Count IH	9	9	10	10	12	11	12	9	9	9	8	9	117			
Max IH	1.65	1.93	2.05	1.99	1.94	1.69	1.68	1.36	1.55	1.71	1.78	1.91			2.05	
Mean IH	1.368	1.107	1.511	1.654	1.514	1.32	1.012	0.854	1.094	1.492	1.476	1.794		1.348		
Min IH	0.98	0.63	0.93	1.28	0.84	0.69	0.34	0.4	0.35	0.89	1.1	1.69				0.34
2nd Bacti/Residual / Cl Residual: Combined - mg/L																
Count IH	9	9	10	10	12	11	12	9	9	9	8	9	117			
Max IH	1.65	1.51	1.92	1.93	1.88	1.71	1.26	1.53	1.57	1.69	1.71	1.91			1.93	
Mean IH	1.322	0.963	1.423	1.32	1.438	1.116	0.867	0.797	0.913	1.258	1.554	1.412		1.195		
Min IH	0.75	0.25	0.8	0.5	0.79	0.3	0.64	0.36	0.45	0.69	1.17	0.73				0.25
3rd Bacti/Residual / Cl Residual: Combined - mg/L																
Count IH	9	9	10	10	12	10	12	9	9	9	8	9	116			
Max IH	1.65	1.77	1.99	1.8	1.78	1.65	1.23	1.54	1.47	1.57	1.71	1.82			1.99	
Mean IH	0.994	0.978	1.482	1.517	1.468	1.131	0.872	0.916	1.087	1.263	1.454	1.562		1.226		
Min IH	0.3	0.36	0.93	1.1	0.83	0.29	0.27	0.35	0.87	0.97	1.24	1.17				0.27
4th Residual / Cl Residual: Combined - mg/L																
Count IH	5	4	4	4	6	5	4	5	4	5	4	4	54			
Max IH	1.44	1.77	1.95	1.98	1.86	1.72	1.52	0.89	1.27	1.64	1.78	1.81			1.98	
Mean IH	1.176	1.283	1.862	1.645	1.64	1.046	1.125	0.686	1.21	1.396	1.685	1.618		1.353		
Min IH	0.69	0.92	1.75	1.34	1.39	0.28	0.84	0.47	1.14	1.04	1.5	1.26				0.28

NOTES:
1. Filters will backwash if turbidity reaches 0.7 NTU and will shut down (callout and filter to waste) at 1.0 NTU. In 2022, the filters shut down during all high turbidity events.
2. CT is the concentration of chlorine in the water times the time of contact that the chlorine has with the water. It is used to demonstrate the level of disinfection treatment in the water. CT calculations are performed for the Haileybury water plant if the free chlorine residual level drops below 0.30 mg/L to ensure primary disinfection is achieved. No CT calculations were required during the reporting period.

Memo

To: Mayor and Council
From: Mitch McCrank, Manager of Transportation Services
Date: March 7, 2023
Subject: Extension – Asphalt Patching
Attachments: Appendix 01: Draft By-law to Amend By-law No. 2022-053 (**Please refer to By-Law 2023-028**)

Mayor and Council:

Each year the City of Temiskaming Shores procures the services of qualified contractors for the provision of asphalt patching services at various locations within the City of Temiskaming Shores.

The work consists generally of the supply of all materials as per specifications, labour and equipment for the successful installation of asphalt patches within the City boundaries as directed by the Superintendent of Transportation or designate. It is understood that the Contractor shall have sufficient knowledge and expertise in the asphalt repair process and shall have the ability to administrate the project as well as operate all equipment.

In the year 2022, Miller Paving was the successful bidder and awarded the contract at the price set out below.

Bidder	Unit Cost 50 mm Thickness	Unit Cost 90 mm Thickness
Miller Paving Limited	\$59.50	\$107.10

The current contract has an Extension provision reading, “*The term of the contract or purchase order may be extended for a specific period with all terms and conditions stated in these documents to apply to such extension provided that both the City and the Successful Bidder agrees to such extension. At the City’s sole discretion, the negotiating of terms may be applicable in the best interests of the City.*”

For the contract year of 2023, an extension request was provided to Miller Paving by the Manager of Transportation Services with the City of Temiskaming Shores. Miller has agreed to the request and wishes to extend at the same rates.

It is staff’s recommendation to extend the agreement with Miller Paving for the repairs of various asphalt roads for an additional year. The cost associated with this repair is budgeted for appropriately within the Environmental Water and Sewer



break materials and the Transportation Patching Operating budget.

Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

Mitch McCrank, CET
Manager of Transportation Services

Amy Vickery, CMO
City Manager

Memo

To: Mayor and Council
From: Mitch McCrank, Manager of Transportation Services
Date: March 7, 2023
Subject: Extension – Line Painting
Attachments: Draft By-law to Amend By-law No. 2022-052 (**Please refer to By-Law 2023-028**)

Mayor and Council:

Each year the City of Temiskaming Shores procures the services of a qualified contractor for the supply and application of Roadway Centre and/or Edge Line Painting services at various locations within the City of Temiskaming Shores.

The work consists generally of retracing existing pavement markings comprised of centre line (yellow) and edge line (white) markings.

In the year 2022, Miller Maintenance was the successful bidder and awarded the contract at the price set out below. Miller Maintenance performed their duties well and no issues with performance were noted.

For the contract year of 2023, an extension request was provided to Miller by the Manager of Transportation Services with the City of Temiskaming Shores. An ask for a small increase in price, comparable to the CPI index, was requested by Miller noted in the table below.

Year	Unit Price	Tender Amount	HST	Total
2022	0.390	\$35,490.00	\$4,613.70	\$40,103.70
2023	0.413	\$37,583.00	\$4,885.79	\$42,468.79

The current contract has an Extension provision reading, “*The term of the contract or purchase order may be extended for a specific period with all terms and conditions stated in these documents to apply to such extension provided that both the City and the Successful Bidder agrees to such extension. At the City’s sole discretion, the negotiating of terms may be applicable in the best interests of the City.*”

As such, an extension of the contract to include one more year is reasonable with the limited vendor options for this service and in consideration of costs, the 2023 increase remains lower than the other 2022 bid submission.



It is staff's recommendation to extend the agreement with Miller Maintenance for Line Painting Services for an additional year. The cost associated with this service is budgeted for appropriately within the Transportation, Line Painting Operating budget.

Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

Mitch McCrank, CET
Manager of Transportation Services

Amy Vickery, CMO
City Manager

Subject: North On Tap 2023 - Request for Assistance

Report No.: RS-004-2023

Agenda Date: March 7, 2023

Attachments

Appendix 01: Request for Assistance

Appendix 02: Estimated Subsidy

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-004-2023; and
2. That Council approve the request from North On Tap for the use of municipal land on Saturday July 8th, 2023 as well as the provision of various in-kind services including set-up and take down of the event, supply of various equipment and provision of free boat docking the day of the event.

Background

North On Tap is a craft beer festival which has taken place each summer on the Haileybury waterfront since 2017 (2020 and 2021 editions cancelled due to COVID). North On Tap attracts large numbers of people to our community for their event which in turn allows organizers to donate their profits back to local community organizations.

The event takes place on the Haileybury Waterfront at the Harbour Place Pavilion and surrounding grounds. As part of the event, City staff have provided various in-kind services to the event organizers including setup and takedown of the municipality's portable stage, setup and takedown of various equipment such as tables, chairs, picnic tables and garbage cans, and various pieces of equipment such as generators and cord covers.

Staff received correspondence from the event's Site and Logistics coordinator outlining their request for assistance for the 2023 edition of North On Tap (Appendix 01) on February 9, 2023. This request was discussed by the Manager of Transportation, the Director of Recreation and the Superintendent of Parks and Facilities.

The Manager of Transportation provided organizers with the Event Road Closure Request Form to fulfill their request for the road closure of Farr Drive.

Analysis

North On Tap has become a favourite of locals and tourists each summer and support for the event brings significant dollars to the community.

Support for various festivals and events is not a core service provided by the City of Temiskaming Shores Recreation department and the majority of equipment previously owned by the City which was used to support large events was either donated or sold. Recreation staff do have the capacity to support North On Tap's 2023 event based on the assistance they've requested. Further, this event helps to support the City's Recreation Master Plan vision for Haileybury as a lifestyle destination.

The provision of these services to North On Tap, including the required staff overtime for the event have been calculated at \$13,653. The majority of the subsidy costs are associated with the staff time required to move, setup and take down various pieces of equipment such as the stage, tables, chairs, picnic tables and garbage cans. Adding to the cost is the necessity to schedule staff for overtime to complete some of these tasks. Recreation staff are still required to maintain regular service levels in other parts of the city before, during and after the event which necessitates scheduling overtime to meet the requests of organizers.

Staff have also included estimates for the expected rental costs of the municipally owned equipment requested.

Most of these estimated costs are not direct costs to the municipality but rather opportunity costs whereby time and equipment could be used to support regular service provision.

Relevant Policy / Legislation / City By-Law

- Proposed 2023 Recreation Services Budget
- Municipal Alcohol Policy – By-law 2019-068
- Recreation Master Plan – By-law 2022-088

Consultation / Communication

- Consultation with the City Manager
- Consultation with the Manager of Transportation Services
- Consultation with the Superintendent of Parks and Facilities

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

Direct costs associated with supporting this event have been included within the proposed 2023 operating budget and are within the estimated amounts.

Alternatives

Council could decline the request for assistance from North On Tap.

Submission

Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

Mathew Bahm
Director of Recreation

Amy Vickery
City Manager

Mathew Bahm

From: Chico's Fix It All <chicos@fibreop.ca>
Sent: Thursday, February 9, 2023 6:01 AM
To: Mathew Bahm
Cc: Paul Allair; Mitchell McCrank; hugo@h2tsportswear.ca
Subject: North on Tap - Request for assistance from the City

Good morning Mathew,

This year marks our 5th Edition of the very popular North On Tap Craft Beer Festival. To date, we have given back over \$231 500 to worth while groups and organizations in our communities.

Below you will find a request for assistance from the city of Temiskaming Shores for North On Tap. You will note that we would like the road closed earlier this year on Friday, so we can be ready for a Friday night Family event down at the Harbour Front Pavilion as well.

1. The closing of Farr Drive from the north side of Marcella Street to the south side of Main Street from Friday July 7th, 2023 at 8:00am to Sunday July 9th, 2023 at 9:00am. We will make sure the emergency services have access in case of an emergency arises. We meet with them last year to discuss this.
2. We would also like to get a section of the marina to allow for free boat docking on Saturday July 8th 2023 for anyone attending our event by boat. We would have volunteers to help with the docking and signage that indicates where those slips are for boat docking. (Last year had over 30 boats dock in the marina)
3. In kind contributions from the city for set up and take down of the site which would include, but not limited to, Friday site set up, fencing, garbage receptacles, tables and chairs, picnic tables, stage for performers, electricity to our vendors booths and generator.

If you have any questions, I can be reached via email or at 705-648-3458.

I would like to take this opportunity to thank the city of Temiskaming Shores and its staff for all their help with the North On Tap craft beer festival.

Fred Rivet
NOT - Site and Logistics

PS - Don't forget Ticket sales for North on Tap launch Apr 1, 2023 at 8:00am via our website. Last year, our initial launch sold out in minutes.

Fred Rivet
Chico's Fix It All
294 Algonquin Drive, Box 526
Haileybury, ON
POJ 1K0
705-672-2395
chicos@fibreop.ca
www.chicosfixitall.com

North On Tap Subsidy Calculation

Item	Estimated units	Estimated Subsidy per unit	Total Subsidy
Stage Rental	1	\$ 3,000.00	\$ 3,000.00
Street Closure (incl. barricades)	1	\$ 500.00	\$ 500.00
7000w Generator	1	\$ 350.00	\$ 350.00
Trailer Rental	1	\$ 200.00	\$ 200.00
Harbour Place Pavillion Rental	3	\$ 76.50	\$ 229.50
Picnic Tables	20	\$ 50.00	\$ 1,000.00
Free Tipping	1	\$ 42.00	\$ 42.00
Marina Slips for free day docking	40	\$ 29.99	\$ 1,199.60
Recycling bins	2	\$ 25.00	\$ 50.00
Garbage Cans	12	\$ 25.00	\$ 300.00
Cord covers	20	\$ 15.00	\$ 300.00
A/P Attendants Regular Hours	38	\$ 41.69	\$ 1,584.13
A/P Attendants OT Hours	48	\$ 62.53	\$ 3,001.50
A/P Students	16	\$ 20.62	\$ 329.84
Management Time	20	\$ 62.41	\$ 1,248.18
Director Staff Time	3	\$ 106.11	\$ 318.32
		TOTAL	\$ 13,653.07

**Note - Markup on staff time is 33%

The Corporation of the City of Temiskaming Shores

By-law No. 2023-022

**Being a by-law to govern the proceedings of council, its
committees, quorum and the calling of meetings
-Procedural By-law-**

Whereas Section 238 of the Municipal Act, 2001, S.O 2001, c 25 as amended, requires that every municipality shall pass a procedural by-law for governing the calling, place and proceeding of meetings and any of its committees; and

Whereas Council considered Administrative Report CS-007-2023 at the March 7, 2023 Regular Council meeting, and directed staff prepare the necessary by-law to Adopt a new Procedural By-Law, repealing By-Law 2008-160, as amended and all its associated amending By-Laws for consideration at the March 7, 2023 Regular Council meeting; and.

Whereas Notice as prescribed by By-Law 2004-022, being a By-Law to establish procedures for public notice for the matter of the Procedural By-law was given by way of an advertisement in the Temiskaming Speaker on the March 1st and 8th, 2023, in addition to Notice being provided on the City of Temiskaming Shores website;

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

1. That the Council for the City of Temiskaming Shores hereby adopts the “Procedural By-law”, a copy of which is attached hereto as Schedule “A” and forming part of this by-law.
2. That this by-law may be referred to as the “Procedural By-law”.
3. That the following by-laws be hereby repealed on the effective date of passing and replaced entirely with “Schedule A” hereto: Procedural By-Law 2008-160, as amended; in addition to By-Laws 2009-058, 2009-113, 2010-130, 2011-014, 2014-101, 2015-231, 2020-035, 2021-156, 2022-089.
4. That any former By-law adopted to establish a committee of council or adopting a Terms of Reference in which makes reference to the provisions set out in Procedural By-law 2008-160, as amended shall be hereby considered replaced with the provisions set out in Schedule A to By-law 2023-022, attached hereto.
5. 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.
6. That this by-law shall come into full force and effect on the date of final passing.

Read a first, second time this 7th day of March, 2023.

Mayor

Clerk

Read a third and final time and finally passed this 21st day of March, 2023.

Mayor

Clerk



Schedule "A" to
By-law No. 2023-022
City of Temiskaming Shores
Procedural By-law

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
 PROCEDURAL BY-LAW NO. 2023-022
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PART 1 - MEETINGS OF THE COUNCIL

1. DEFINITIONS

In this by-law:

- 1.1 "**Ad Hoc Committee**" means a Committee established by Council to review a specific matter and once the Committee has reported with respect to its findings and recommendations, the Committee is automatically dissolved.
- 1.2 "**Call the question**" means that the vote on the Motion shall be taken.
- 1.3 "**Chair**" means the Mayor or the Presiding Officer of a meeting.
- 1.4 "**City Manager**" means the City Manager of the Corporation.
- 1.5 "**Clerk**" means the City Clerk or the Deputy City Clerk of the Corporation.
- 1.6 "**Closed Session**" means that part of a meeting closed to the public in accordance with the provisions of the Municipal Act.
- 1.7 "**Committee of the Whole**" means a Meeting of the whole of the Council where administrative matters are discussed and reports are presented for Council's consideration and deliberation.
- 1.8 "**Corporation**" means The Corporation of the City of Temiskaming Shores.
- 1.9 "**Council**" means the Council for the City of Temiskaming Shores.
- 1.10 "**Defer**", "**Deferred**" or "**Deferral**", when used in connection with a matter or item before the Council or a Committee, means that the matter or item is to be dealt with later in the same meeting, or at the next meeting of the same body, or at the meeting of the same body that it specified in the Motion to defer.
- 1.11 "**Delegation**" means a person or persons intending to address the Council or Committee on a matter where a decision to the Council may be required.
- 1.12 "**Deputy Mayor**" means the Councillor appointed by Council to act in the absence of the Mayor in accordance with this By-law.
- 1.13 "**Electronic Device**" means computers, cell phones, smartphones, personal digital assistants, smartwatches, tablets, voice recorders, cameras or any other similar device.
- 1.14 "**Electronic Participation**" means a member who participates remotely in any open or closed Regular, Committee of the Whole or Special Meeting via an

electronic device and will count towards quorum when a personal emergency or uncontrollable circumstance precludes in person participation.

- 1.15 **"Emergency Meeting"** means a meeting where the health or welfare of the community is involved.
- 1.16 **"Ex-officio"** means by virtue of office or position and carries with it the right to participate fully in all committee meetings and to vote unless prohibited by law, but does not count towards a quorum.
- 1.17 **"Holiday"** shall mean any holiday as defined in the Interpretation Act, R.S.O. 1990, c.1.11 or Boxing Day.
- 1.18 **"Improper conduct"** means conduct which offers any obstruction to the deliberations or proper action of Council.
- 1.19 **"In-Camera"** means a Closed Session of Council which is closed to the public in accordance with the Municipal Act.
- 1.20 **"Inaugural Meeting"** means the first Meeting of Council held after a municipal election in a regular election year.
- 1.21 **"Local Board"** means a local board as defined in the Municipal Act, 2001.
- 1.22 **"Majority Vote"** means the vote of more than half of the members present at a properly constituted meeting at which a quorum is present.
- 1.23 **"Mayor"** means the Head of Council acting as the Chief Executive Officer of the Corporation.
- 1.24 **"Meeting"** means any Regular, Special, Committee of the Whole or other meeting of Council.
- 1.25 **"Members of Council" or "Member"** means any Councillor and the Mayor of the Council.
- 1.26 **"Motion"** means a proposal by a member for the Council to adopt a resolution.
- 1.27 **"Municipal Act"** means the Municipal Act, S.O. 2001, c. 25, as amended and any successor legislation thereto.
- 1.28 **"Municipal Conflict of Interest Act"** means the **Municipal Conflict of Interest Act, R.S.O, 1990, C.M.50, as amended.**
- 1.29 **"Municipal Election"** shall mean a general municipal election held pursuant to the Municipal Elections Act.

- 1.30 **"Newspaper"** means a printed publication in sheet form, intended for general circulation, published regularly at intervals of no longer than seven (7) days, consisting in great part of news of current events of general interest.
- 1.31 **"Notice of Motion"** means a signal of intent to have a Motion dealt with at a subsequent meeting.
- 1.32 **"Officer"** includes the City Manager and the members of the Senior Management Team employed by The Corporation of the City of Temiskaming Shores.
- 1.33 **"Open Session"** means any part of a Meeting not in "Closed Session".
- 1.34 **"Pecuniary Interest"** means a direct or indirect interest within the meaning of the *Municipal Conflict of Interest Act, R.S.O., 1990, chapter M.50*, as amended, and any subsequent legislation thereto.
- 1.35 **"Petition"** means a written request signed by one or more persons.
- 1.36 **"Point of Order"** means an issue to which a member calls attention to:
- a) any breach of the rules of order pursuant to this Procedural By-law;
 - b) any defect in the constitution of any meeting;
 - c) the use of improper, offensive or abusive language;
 - d) notice of the fact that the matter under discussion is not within the scope of the proposed Motion; or
 - e) any other informality or irregularity in the proceeding of the meeting.
- 1.37 **"Point of Personal Privilege"** means a matter that a member of Council considers to impugn the integrity of the Council or the individual member.
- 1.38 **"Presentation"** means the presentation of material, reports or studies to assist Council in their deliberations on a particular subject matter.
- 1.39 **"Presiding Officer"** means:
- a) The Mayor, or
 - b) in the absence of the Mayor, the Deputy Mayor, or
 - c) a member appointed pursuant to Section 10.
- 1.40 **"Public Meeting"** means a Public Meeting under the Municipal Act or the Planning Act, or any other statute that requires the Council to hold a Public Meeting.
- 1.41 **"Public Notice"** means a public notice published in accordance with the City's Notice By-law.
- 1.42 **"Published"** means published in a daily or weekly newspaper that, in the

opinion of Clerk, has such circulation within the municipality as to provide reasonable notice to those affected thereby and "publication" has a corresponding meaning.

- 1.43 **"Question and Answer Period"** means an opportunity for members of the Public to submit a question to Council pertaining to an item on the Agenda or the business of Council. It does not constitute a forum for comments or statements by members of the public.
- 1.44 **"Quorum"** means the minimum number of members who must be present at the meetings for business to be legally transacted.
- 1.45 **"Recorded Vote"** shall mean the recording of the name and vote of every Member of Council on any matter of question, subject to the *Municipal Conflict of Interest Act*.
- 1.46 **"Regular Meeting"** means a scheduled business meeting held in accordance with the approved calendar/schedule of meetings.
- 1.47 **"Resolution"** means the decision of the Council on any Motion including a Recommendation adopted at a Committee of the Whole meeting.
- 1.48 **"Rules of Order"** shall mean the rules, established by this by-law to govern the proceedings of Council and its Committees.
- 1.49 **"Special Meeting"** means a meeting not scheduled in accordance with the approved calendar/schedule of meetings.
- 1.50 **"Standing Committee"** – means a committee constituted to perform a continuing function, and remain in existence permanently or for the life of the Council that establishes them and are appointed by by-law or Resolution.

2. PURPOSE AND PRINCIPLES

- 2.1 This By-law (referred to as the "Procedural By-law") establishes the rules of order for Meetings.
- 2.2 The principles of parliamentary law governing Meetings include:
 - (a) the majority of Members have the right to decide;
 - (b) the minority of Members have the right to be heard;
 - (c) all Members have the right to information to help make decisions, unless otherwise prevented by law;
 - (d) all Members have a right to an efficient Meeting;
 - (e) all Members have the right to be treated with respect and courtesy; and,
 - (f) all Members have equal rights, privileges, and obligations.

3. GENERAL PROVISIONS

- 3.1 The rules and regulations contained in this By-law shall be observed in all proceedings of the Council and shall be the rules and regulations for the order and dispatch of business of the Council and wherever possible, with the necessary modifications, for all Committees of Council, unless otherwise prescribed, except where separate Terms of Reference have been adopted by Council.
- 3.2 The rules and regulations contained herein may not be suspended except by an affirmative vote of the majority of the Members present and voting.
- 3.3 A word in this By-law interpreted in the singular number has a corresponding meaning when used in the plural. Words importing a single gender should be read to be inclusive of all genders.
- 3.4 The Mayor may be addressed as "Mayor (surname inserted)" or as "Your Worship".
- 3.5 A Member may be addressed as "Councillor (surname inserted)".

4. INAUGURAL MEETING

- 4.1 The Inaugural Meeting of Council shall be held on the first Monday following the beginning of the term of office, in the year of a regular election.
- 4.2 The Inaugural Meeting shall be ceremonial in nature for purposes of the Members taking their Oath of Allegiance and Declaration of Office.
- 4.3 No business shall be conducted at the Inaugural Meeting until the Oath of Allegiance and Declaration of Office have been taken.

- 4.4 At the Inaugural Meeting, Council shall appoint, by by-law a Councillor as Deputy Mayor.
- 4.5 At the Inaugural Meeting all required Council appointments to local boards and committees may be appointed for the term of the Council unless otherwise provided by statute or by law.

5. MEETINGS

- 5.1 Committee of the Whole Meetings shall be held on the first Tuesday of each month commencing at 3:00 pm, unless otherwise decided by Council.
- 5.2 Regular Meetings shall be held on the third Tuesday of each month commencing at 6:00 pm, unless otherwise decided by Council.
- 5.3 For the months of July and August, Committee of the Whole shall be held the 2nd Tuesday of the month commencing at 3:00 pm followed by the Regular Meeting, unless otherwise decided by Council.
- 5.4 Council may change the date of any Regular or Committee of the Whole Meeting by Resolution.
- 5.5 If a Tuesday designated for the holding of a Meeting falls on a public holiday, or on a day when City Hall is closed for business, the Meeting shall be scheduled on the next business day.
- 5.6 **Postponement – Emergency**

The Mayor may, when an emergency or extraordinary situation arises, postpone a Meeting for not more than seven (7) days.

- 5.7 **Postponement — Notice by Clerk**

Upon the postponement of a Meeting by the Mayor in accordance with Section 5.6 of this By-law, the Clerk shall attempt to notify the Members of Council on the postponement as soon as possible and in the most expedient manner available.

6. ELECTRONIC PARTICIPATION

- 6.1 All Members are expected to attend Meetings in person.
- 6.2 A Member may participate electronically in a Meeting that is open or closed to the public when a personal emergency or uncontrollable circumstance precludes in-person attendance, subject to subsection 238(3.3) (b) of the Act.
- 6.3 A member participating electronically in a Meeting will count towards Quorum,

subject to subsection 238(3.3) (a) of the Act.

- 6.4 If a Member participates electronically in three (3) consecutive or cumulative Meetings in a year, a Member may request to review the electronic participation through a Resolution. Council may resolve to advise the Member they are expected to attend meetings in person or authorize their continued electronic participation.
- 6.5 Members who wish to participate electronically at a Meeting shall provide a minimum of 24 hours' notice to the Clerk. This is to allow sufficient time for the necessary technology to be tested.

7. PUBLIC MEETING

- 7.1 Except as provided in Section 8, all Meetings shall be open to the public.
- 7.2 Committee of the Whole and Regular Meetings shall be held in the Council Chambers of City Hall situated at 325 Farr Drive unless otherwise decided by Council when notice is given.

8. CLOSED SESSION MEETINGS

- 8.1 All Meetings are open to the public except where provided for in Section 239 of the Municipal Act. A Meeting or part of a Meeting may be closed to the public if the subject matter being considered is:
 - (a) the security of the property of the Corporation or local board;
 - (b) personal matters about an identifiable individual, including municipal or local board employees;
 - (c) a proposed or pending acquisition or disposition of land for municipal or local board purposes;
 - (d) labor relations or employee negotiations;
 - (e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
 - (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
 - (g) a matter in respect of which the Council has authorized a meeting to be closed under another Act;
 - (h) information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them;
 - (i) a trade secret or scientific, technical, commercial, financial or labour relations information supplied in confidence, if disclosed could prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons or organization;
 - (j) a trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value;

- (k) 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;
 - (l) A request under the Municipal Freedom of Information and Protection of Privacy Act, if the council is the head of an institution for the purposes of that Act (Municipal Act, Sec. 239(3)(a));
 - (m) An ongoing investigation respecting the municipality, a local board or a municipally-controlled corporation by the Ombudsman appointed under the Ombudsman Act (Municipal Act, Sec. 239(3)(b)); or
 - (n) Educating or training Members, provided that no Member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of Council (Municipal Act, Sec. 239(3.1)).
- 8.2 Before holding a Meeting or part of a Meeting that is to be closed to the public, Council, shall state by Resolution;
- (a) the fact of the holding of the Closed Session;
 - (b) the subsection(s) of the Municipal Act, which authorizes each item to be considered at the Closed Session; and
 - (c) the general nature of the subject matter to be considered at the Closed Session.
- 8.3 Once in a Closed Session, no item shall be added to the agenda for that Closed Session.
- 8.4 The Presiding Officer may call an in-camera meeting after 6:00 pm on any Regular Meeting night to discuss the matters referred to in the above paragraph 8.1.
- 8.5 If a Meeting is closed to the public:
- (a) the Presiding Officer shall inquire as to whether any Member present has a conflict of interest, to allow a Member to declare any conflict, the reasons therefor and leave the Meeting;
 - (b) no Resolution or record of the Meeting shall disclose any information that the head of an institution is not permitted to disclose under the *Municipal Freedom of Information and Protection of Privacy Act*.
- 8.6 Notwithstanding this section, a Meeting shall not be closed during the taking of a vote, unless the vote is for a procedural matter, or for giving directions or instructions to officers, employees or agents of the municipality, or persons retained by or under contract with the municipality.
- 8.7 Minutes shall be kept of all Closed Sessions, identifying the Members present and absent, and the Officers present, in the same fashion as those kept for Open Sessions and shall correspond directly to the prepared Closed Session Agenda and shall note any direction given pursuant to section 6.7 above.
- 8.8 For discussion of items regarding confidential matters related to an individual

employee during a Closed Session, the City Manager will designate which staff members may be present.

- 8.9 For discussion of items regarding confidential matters related to the City Manager, the Mayor will designate which staff members may be present.
- 8.10 The Clerk may require that extra copies of any reports or documents circulated at a Closed Session regarding confidential matters related to an individual employee be collected by the Clerk and returned to the Human Resources Department.
- 8.11 The Clerk shall be responsible to maintain a confidential copy of all Agendas and Minutes of Closed Sessions.
- 8.12 Where an emergency has been declared by a Member, that Member can participate electronically in a Meeting that is closed to the public.
- 8.13 **Confidentiality**
 - (a) Every person to attend a Closed Session held pursuant to this section shall make an Affirmation of Confidentiality at the Inaugural Meeting or when deemed appropriate and execute a Confidentiality Agreement in the form attached as Schedule "A".
 - (b) No person in attendance a Closed Session called pursuant to this section shall disclose to any person that was not in attendance at the meeting any of the information provided at such Closed Session.
 - (c) Exception: If a Member is not in attendance at a Closed Session for any reason other than a Declaration of a Conflict of Pecuniary Interest, he or she may request a copy of the information provided at such Closed Session. No Member shall disclose information provided during Closed Session to another Member of Council that is not in attendance due to a Conflict of Pecuniary Interest declared pursuant to the *Municipal Conflict of Interest Act, 1990*.

8.14 **Closed Session Investigator**

In accordance with Section 239.1 (b) of the Municipal Act, 2001, as amended, the Ombudsman shall conduct an investigation, upon the request of any person, to determine if the Municipality complied with Section 239 of the Municipal Act or the City's Procedure By-law in respect of a Meeting or part of a Meeting that was closed to the public.

9. SPECIAL MEETINGS

- 9.1 The Mayor may summon a Special Meeting at any time upon giving written direction to the Clerk directly or through the City Manager, stating the date, time and purpose of the Special Meeting.
- 9.2 The Clerk shall notify members of Council of the pending Special Meeting with the objective of obtaining quorum. Once satisfied that Quorum will be reached,

the Clerk shall summon a Special Meeting for the purpose and at the time mentioned in the petition.

9.3 Special Meetings — Notice

Notice of a Special Meeting called in accordance with this By-law shall be delivered to the Members of Council by telephone, facsimile transmission and/or electronic mail, to the phone number, fax number or e-mail address as provided by the Members. The Clerk shall use their best efforts to forward Members of Council and the media all notices and agendas for Special Meetings a minimum of twenty-four (24) hours in advance of such Meetings.

9.4 Special Meetings — Business Specified

No business except the business dealing directly with the purpose mentioned in the notice shall be transacted at a Special Meeting.

10. EMERGENCY MEETINGS

10.1 In the case of a disaster or emergency as defined in the Municipality's Emergency Plan, an Emergency Meeting may be held without notice, to deal with the emergency or extraordinary situation, provided that an attempt has been made by the Clerk or the Clerk's representative to notify the members of Council and the media about the meeting as soon as possible and in the most expedient manner available.

10.2 No business except the business dealing directly with the emergency or extraordinary situation shall be transacted at an Emergency Meeting.

11. QUORUM

11.1 At any Meeting a Quorum consists of a majority of all Members. When Quorum is lost as a result of declarations of pecuniary interest by one or more Members present, the remaining Members shall be deemed to constitute Quorum, provided the number is not fewer than two (2).

12. MEETING TIME

12.1 The Mayor, or in their absence, the Deputy Mayor, shall call Members to order as soon after the Meeting time as a Quorum is present.

12.2 If the Mayor and Deputy Mayor are not present within fifteen (15) minutes after the Meeting time, the Clerk shall call the Members to order and if a Quorum is present, a Member shall be chosen from among those present to preside during the Meeting or until the arrival of the Mayor or Deputy Mayor.

12.3 In the election of a Presiding Officer, the Clerk shall call the Meeting to order and

preside.

- 12.4 If there is no Quorum within fifteen (15) minutes after the Meeting time, the Clerk shall call the roll, take down the names of the Members present, and declare the Meeting cancelled.
- 12.5 Unless otherwise determined by Resolution, all Regular Meetings shall commence at 6:00 pm in the Council Chambers of City Hall.
- 12.6 Unless otherwise determined by Resolution, all Committee of the Whole Meetings shall commence at 3:00 pm in the Council Chambers of City Hall.
- 12.7 If during the course of a Meeting, the Quorum is lost, then the meeting shall stand recessed and shall reconvene when the Quorum is regained. If the Quorum is not regained within fifteen (15) minutes, then the Clerk shall record in the minutes the names of those present and the meeting shall be ended without a formal adjournment.
- 12.8 The Minutes of the Meeting which ended because the Quorum was lost, shall note that the Quorum was lost and shall include the names of the members present at the time the Quorum was lost.

13. ABSENCE FROM MEETING

- 13.1 The members of Council shall inform the Clerk of all planned absences, late arrivals and early departures from a Meeting in order that the recording of the minutes of such Meeting may accurately reflect attendance (i.e. vacation, illness, other municipal business, personal).
- 13.2 The office of a Member becomes vacant if the Member has been absent from Committee of the Whole and/or Regular Meetings for three (3) consecutive months without authorized to do so by a Resolution unless otherwise permitted by S. 259 (1.1) of the Municipal Act.

14. CONDUCT

- 14.1 The Presiding Officer shall preserve order and decorum.
- 14.2 The Presiding Officer may expel or exclude from any meeting any person who is guilty of improper conduct.
- 14.3 No person except a Member or Officer shall be allowed to approach beyond the podium during a Meeting without permission of the Presiding Officer.
- 14.4 Every person, prior to speaking, shall address the Presiding Officer, shall confine remarks to the question.

- 14.5 No person, including members of the public, shall speak disrespectfully, use profane or offensive language or insulting gestures against Members, Officers or guests;
- 14.6 When two (2) or more Members raise their hands to be recognized, the Presiding Officer shall name the Member whom he/she first recognizes.
- 14.7 Upon being recognized by the Presiding Officer, a Member shall address the Presiding Officer.
- 14.8 While the Question is being put, no one shall walk across or out of the Council Chambers, make any noise or disturbance, or hold any private conversations, nor when a member is speaking shall any other member hold discourse or interrupt the speaker.

15. ELECTRONIC DEVICES

- 15.1 Each person shall place any electronic devices on an inaudible setting during any open or closed meeting.
- 15.2 No person shall use an electronic device to broadcast, record or otherwise publish or distribute audio, video or photographs of any open or closed meeting.

16. LANGUAGE

- 16.1 No person shall speak disrespectfully of His Majesty the King or of any member of the Royal Family, the Governor-General, Lieutenant-Governor or a Minister of the Crown.
- 16.2 No Member shall disobey the decision of the Presiding Officer on questions of order or upon the interpretation of the rules of the Council.
- 16.3 In case a person refuses to obey the order of Council, or a decision of the Presiding Officer on questions of order or practice or upon the interpretation of the rules and should a person persist in such disobedience after having been called to order, the Presiding Officer may forthwith order him or her to vacate the Council Chamber or place where the Meeting is being held. If the person apologizes he or she may, by vote of Council, be permitted to re-take their seat.

17. ADJOURNMENT

- 17.1 A meeting shall always adjourn by 11:00 pm unless a majority of Members vote otherwise.

PART 2 - ROLES AND DUTIES

18. ROLE OF THE MAYOR

18.1 It is the role of the Mayor as the Head of Council:

- (a) to act as the Chief Executive Officer of the Corporation;
- (b) to preside over Meetings so that the business can be carried out efficiently and effectively;
- (c) to provide leadership to the Council;
- (d) to provide information and recommendations to Council with respect to the role of Council;
- (e) to represent the Corporation at official functions;
- (f) to carry out the duties of the Head of Council under any Act; and
- (g) to fulfill the responsibility of the Head of Council as prescribed in the City of Temiskaming Shores Emergency Response Plan.

18.2 As Chief Executive Officer of the Corporation, the Head of Council shall:

- (a) uphold and promote the purposes of the Corporation;
- (b) promote public involvement in the municipality's activities;
- (c) act as the Corporation's representative both within and outside the municipality, and to promote the municipality locally, nationally and internationally; and
- (d) participate in and foster activities that enhance the economic, social and environmental well-being of the municipality and its residents.

19. DUTY OF THE MAYOR

19.1 It is the duty of the Mayor to preside at all Meetings, and in addition to the requirements in the Municipal Act shall be responsible:

- (a) to open the Meeting by taking the Chair and calling the Meeting to order;
- (b) to receive and submit, in the proper manner, all Motions presented by the Members;
- (c) to put to vote all Motions and announce the result;
- (d) to sit as an ex-officio member of any Committee of Council and to vote at such meetings;
- (e) decline to put Motions to a vote which infringe upon the rules of procedure;
- (f) to inform the Members of the proper procedure to be followed and to enforce the rules of procedure;
- (g) to enforce on all occasions, the observance of order and decorum among the Members;
- (h) to call by name any Member persisting in a breach of the rules of procedure and order the member to vacate the Council Chambers;
- (i) to permit the questions to be asked through the Mayor of any officer of the City for information to assist in any debate when the Mayor deems it

- proper;
- (j) to provide information relating to the business of the Corporation;
- (k) to authenticate by signature all by-laws, agreements and minutes of Council;
- (l) to rule on any points of order raised by Members;
- (m) to represent and support the Council;
- (n) to maintain order;
- (o) to adjourn the Meeting when the business is concluded;
- (p) to carry out the duties of the Head of Council under the Municipal Act or any other Act; and
- (q) to act in accordance with their Oath of Allegiance and Oath of Elected Office.

20. ROLE OF THE COUNCIL

20.1 It is the role of the Council:

- (a) to represent the public and consider the well-being and interests of the Corporation;
- (b) to develop and evaluate the policies and programs of the Corporation;
- (c) to determine which service the Corporation provides in accordance with applicable legislation;
- (d) to ensure that the administrative policies, practices and procedures and controllership policies, practices and procedures are in place to implement the decisions of Council;
- (e) to ensure the accountability and transparency of the operations of the Corporation, including the activities of the Officers of the Corporation;
- (f) to maintain the financial integrity of the Corporation; and
- (g) to carry out the duties of Council under the Municipal Act or any other Act.

21. DUTY OF COUNCILLORS (MEMBERS)

21.1 It is the duty of Members to attend all Meetings, and:

- (a) to prepare for Meetings, including reviewing the agenda and background information prior to the Meeting;
- (b) to speak only to the subject under debate;
- (c) to vote on all Motions before the Council unless prohibited from voting by law;
- (d) to observe proper procedure and decorum at all times;
- (e) to state questions to be asked through the Presiding Officer;
- (f) to support the Council once a decision is made;
- (g) to attend Local Board and Committee Meetings to which the member has been appointed by Council;
- (h) to carry out the duties of Councillor under the Municipal Act or any other Act; and
- (i) to act in accordance with their Oath of Allegiance, Oath of Elected Office and Confidentiality Agreement.

22. DUTY OF THE CITY MANAGER

- 22.1 It is the duty of the City Manager to attend all Meetings, and:
- (a) to provide vision, leadership and enthusiasm for administration, planning, organizing, directing and controlling all municipal operations and services in accordance with the Corporation's policies and relevant legislation;
 - (b) to manage the assets, business and financial health of the Corporation;
 - (c) to manage the relationship between the Council and Officers;
 - (d) to provide municipal representation to government, media, community and public organizations;
 - (e) to exercise general control and management of the affairs of the Corporation for the purpose of ensuring the efficient and effective operation of the municipality; and
 - (f) to perform all duties listed in the City Manager's job description and other such duties as are assigned by the Council.

23. DUTY OF THE CLERK

- 23.1 It is the duty of the Clerk to attend all Meetings, and
- (a) to prepare and distribute agendas for all Meetings in accordance with this By-law;
 - (b) to record, without note or comment, all resolutions, decisions and other proceedings of the Meetings, whether it is closed to the public or not;
 - (c) if required by any Member present at a vote, to record the name and vote of every Member voting on any matter or question (recorded votes);
 - (d) to keep the originals or copies of all by-laws and of all minutes of the proceedings of the Meetings;
 - (e) to perform other duties required under the *Municipal Act, Municipal Elections Act 1996*, or as required under any other Act;
 - (f) to authenticate by signature all by-laws, agreements and minutes of Council;
 - (g) to advise Council on parliamentary procedure; and
 - (h) to perform all duties listed in the Clerk's job description and other such duties as are assigned by either the City Manager or the Council.

PART 3 — PRESCRIBED NOTICE

24. NOTICE OF MEETINGS

- 24.1 Where notice of Meetings is required to be given, the Clerk shall cause such notice to be published on the City's website at least 48 hours prior to the Meeting.

24.2 The Clerk may at their discretion, publish notice of a Meeting in a newspaper or other local media source no later than 48 hours prior to the Meeting

24.3 No notice shall be required under this By-law, where the provision of notice will interfere with the ability of Council to conduct business with respect to a matter permitted for a Closed Session under Section 239 of the Act.

24.4 Nothing in this By-law shall prevent the Clerk from using more comprehensive methods of providing notice or for a longer notice period or additional notices where deemed desirable.

24.5 **Emergency Provision**

If a matter arises, which in the opinion of the City Manager, in consultation with the Mayor, is considered to be of an urgent or time sensitive nature, or which could affect the health or well-being of the residents of the municipality, or if a State of Emergency is declared, or if so advised by a Provincial Ministry, the notice requirements of this by-law may be waived by the City Manager and the Clerk shall make their best efforts to provide such notice as is reasonable under the circumstances.

PART 4 - VOTING & DEBATE PROCEDURES

25. CONFLICT OF INTEREST

25.1 All Members have a personal obligation to comply with the Municipal Conflict of Interest Act.

25.2 A Member shall declare a conflict of interest in accordance with the *Municipal Conflict of Interest Act* and shall, prior to any consideration of the matter at a Meeting, disclose the interest and the general nature thereof; shall not take part in the discussion of, or vote on any Motion in respect of the matter; and shall not attempt in any way whether before, during or after the meeting to influence the voting on any such Motion.

25.3 If the conflict under section 25.2 above is with respect to an item on a Closed Session agenda, in addition to complying with the requirements of section 25.2 above, the Member shall forthwith leave the Closed Session or that part of the Closed Session during which time the matter is under consideration.

25.4 Where the interest of a Member has not been disclosed as required by section 25.2 above, by reason of the Member's absence from the Meeting referred to therein, the Member shall disclose the interest and otherwise comply with section 25.2 above at the first Meeting attended by the Member after the Meeting referred to in section 25.2 above.

25.5 Subject to compliance by all Members with the Municipal Conflict of Interest Act, the Presiding Officer may vote with the other Members on all questions.

26. DUTIES OF PRESIDING OFFICER

26.1 The Presiding Officer may answer questions and comment in a general way without leaving the Chair, but if he/she wishes to speak on a Motion taking a definite position and endeavouring to persuade the Council to support that position, they must first leave the Chair.

26.2 If the Presiding Officer desires to leave the Chair for the purpose of taking part in the debate or for any other reason, they shall designate another Member to fill their place until they resume the Chair.

27. VOTING

27.1 Every Member who shall be present when a question is put shall vote thereon unless he/she is disqualified to vote on the question. All votes shall be by show of hands except where a recorded vote is requested by any Member.

27.2 The Presiding Officer shall announce the result of every vote.

28. RESULT OF THE VOTE – DISAGREEMENT

28.1 Any Member who disagrees with the announcement of the Presiding Officer that a Motion is carried or lost may, but only immediately after the declaration by the Presiding Officer, appeal the declaration and request that a recorded vote be taken, subject to the next order of business not having been already introduced.

29. TIE VOTE — DEEMED NEGATIVE

29.1 Any question on which there is a tie vote shall be deemed to be lost, except where otherwise provided by any Act. (Municipal Act, 2001, c.25, s.245).

30. NO VOTE — DEEMED NEGATIVE

30.1 If any Member present refuses to vote, for other than a conflict of interest, it shall be recorded as a vote in the negative.

31. RECORDED VOTES

- 31.1 Where required by statute, and whenever any Member shall request a recorded vote, the names of those who vote for and against the question shall be entered in the Minutes.
- 31.2 Subject to the Municipal Conflict of Interest Act, where a recorded vote is requested each Member present in the chamber shall announce their vote openly.
- 31.3 The Clerk shall begin the recorded vote with the Member who requested the recorded vote, and proceed in random order to poll all Members and the Presiding Officer.

32. PRIVILEGE

- 32.1 A Member may raise a point of privilege at any time if they consider that their integrity or the integrity of the Council as a whole has been impugned, whereupon the Presiding Officer shall:
 - (a) interrupt the matter under consideration;
 - (b) ask the Member raising the point of privilege to state the substance of and the basis for the point of privilege; and
 - (c) rule on the point of privilege immediately without debate by Council.
- 32.2 Where the Presiding Officer considers the integrity of any Officer has been impugned or questioned, the Presiding Officer may permit the City Manager to make a statement to the Council.

33. POINTS OF ORDER AND BOURINOT'S RULES

- 33.1 The Presiding Officer may call to order any Member who is speaking.
- 33.2 A Member called to order shall remain seated and shall not speak until the point of order has been determined by the Presiding Officer, unless permitted to explain.
- 33.3 Whenever the Presiding Officer elects or is required to decide a point of order, the point shall be stated, a ruling made and the reason therefore given by the Presiding Officer.
- 33.4 In the event that this By-law does not address an issue, then Bourinot's Rules of Order shall apply.
- 33.5 No Member shall disobey the decision of the Presiding Officer on questions of order or upon the interpretation of the rules of the Council.

- 33.6 In case a Member refuses to obey the order of Council, or a decision of the Presiding Officer on questions of order or practice or upon the interpretation of the rules and should a Member persist in such disobedience after having been called to order, the Presiding Officer may forthwith order them to vacate the Council Chamber or place where the meeting is being held. If the member apologizes they may, by vote of Council, be permitted to re-take their seat.
- 33.7 When a Member is speaking, no other Member may speak or shall make any disturbance or pass between the speaker and the Presiding Officer or interrupt the speaker, except to raise a point of order.
- 33.8 Every Member shall speak only to the matter under debate upon being recognized by the Presiding Officer for a maximum of five (5) minutes.
- 33.9 Any Member may require the Motion under discussion to be read at any time, but not to interrupt a Member speaking.
- 33.10 Without leave of the Presiding Officer, no Member shall speak more than once on the same question, except to explain, without introducing new matter, a material part of a speech which may have been misconceived.

34. THE QUESTION

- 34.1 When a question is finally put by the Presiding Officer, no Member shall speak to the question, nor shall any other Motion be made until after the result of the vote has been declared.
- 34.2 A decision by the Presiding Officer that the question has been finally put shall be conclusive.
- 34.3 No Member shall comment upon any vote by the Council.

35. TO AMEND THE RULES

- 35.1 No rule contained in this by-law shall be repealed, altered or amended unless the Clerk receives two (2) weeks written notice of any Member's intent to introduce an amendment.
- 35.2 Public Notice of any amendment to the Procedural By-law shall be provided in accordance with the City's Notice By-law.

36. TO AMEND MOTIONS

- 36.1 Every amendment shall be in writing and shall be decided or withdrawn before the main question is put.

- 36.2 Only one amendment shall be allowed to an amendment.
- 36.3 Amendments shall be put in reverse order to that in which they are moved.
- 36.4 If a vote on an amendment is carried, then the main Motion shall be deemed to be carried.
- 36.5 Any Member may request the Presiding Officer to divide any Motion or report into such parts as the Member may submit and the Presiding Officer shall make a ruling on whether to divide the Motion.
- 36.6 If a proposed amendment or an amendment to an amendment is lost, then unless a further amendment is put, the main question shall be put.
- 36.7 When putting an amendment, the Clerk shall read the wording as it appears in the main Motion, read the proposed amendment and then read the wording as it would be if the amendment carried.

37. RECONSIDERATION

- 37.1 No matter decided within the calendar year shall be reconsidered without the consent by Resolution. Such consent shall require an affirmative vote of 2/3 of the members present and voting.

38. INQUIRIES

- 38.1 Inquiries about a matter may be raised by any Member and put to the Presiding Officer or through them to the City Manager, who may call upon another officer to reply.
- 38.2 No argument or opinion shall be offered or fact stated except as is necessary to explain the inquiry or the answer.
- 38.3 A Member and Officer are not to debate the matter.
- 38.4 Inquiries may be in writing or may be made orally.
- 38.5 An Officer shall reply promptly in writing in response to all requests for reports made by Council Resolution.
- 38.6 The City Manager may provide an update of the status of matters remaining on file at the end of each Committee of the Whole Meeting.

PART 5 - AGENDA AND MOTIONS

39. AGENDA

39.1 The Clerk in consultation with the Mayor, shall have discretion to prepare for the use of the Members an Agenda for the Regular Meetings as follows:

1. Land Acknowledgment
2. Call to Order
3. Roll Call
4. Review of Revisions or Deletions to the Agenda
5. Approval of Agenda
6. Disclosure of Pecuniary Interest and General Nature
7. Public Meetings Pursuant to the Planning Act, Municipal Act and Other Statues
8. Review and Adoption of Council Minutes
9. Presentations/Delegations
10. Correspondence/Communications
11. Community/Regional Committee Reports
12. Reports by Members of Council
13. Notice of Motions
14. By-laws
15. New Business
16. Schedule of Meetings
17. Question and Answer Period
18. Closed Session
19. Confirming By-law
20. Adjournment

39.2 The Clerk in consultation with the Mayor, shall have discretion to prepare for the use of the Members an Agenda for the Committee of the Whole Meetings as follows:

1. Land Acknowledgment
2. Call to Order
3. Roll Call
4. Review of Revisions or Deletions to the Agenda
5. Approval of Agenda
6. Disclosure of Pecuniary Interest and General Nature
7. Public Meetings Pursuant to the Planning Act, Municipal Act and Other Statues
8. Public Works
 - a. Delegations
 - b. Administrative Reports
 - c. New Business
9. Recreation
 - a. Delegations
 - b. Administrative Reports
 - c. New Business

- 10. Fire Services
 - a. Delegations
 - b. Administrative Reports
 - c. New Business
- 11. Corporate Services
 - a. Delegations
 - b. Administrative Reports
 - c. New Business
- 12. Closed Session
- 13. Adjournment

39.3 The business shall be taken up in the order in which it stands upon the Agenda in all cases except where the Presiding Officer deems it necessary or expedient to alter the order of business listed on the Agenda.

39.4 A copy of Minutes, administrative reports and communication items received by the Clerk no later than 4:00 pm on the Wednesday prior to a Meeting shall be provided to all Members by circulation of the Agenda.

39.5 Reports From Officers

- (a) Reports from Officers shall be signed by the writer. Signatures are required from the writer and Director. The City Manager shall sign all reports to Council.
- (b) Reports shall be submitted to the City Manager no later than 12:00 pm on the Wednesday before the Meeting for approval and signature.
- (c) Where the City Manager determines a matter to be of an extremely urgent matter, then a report submitted after Wednesday at 12:00 pm may be shown on the Agenda without copies being provided.
- (d) Any reports received by the Clerk after 12:00 pm on the Friday before a Meeting shall be referred to the next following Meeting.

39.6 Additions to the Agenda

- (a) If an item(s) deemed to be time sensitive must be added to an Agenda that has already been posted and circulated to the public and the media, an Addendum shall be posted and circulated to the media at least 24 hours prior to the meeting in an effort to provide advance public notice.
- (b) 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. Such additions shall require a majority vote of the Members present and voting.

40. DELEGATIONS

- 40.1 Delegations from the public may be received at both Regular and Committee of the Whole Meetings of Council. Delegations at Regular Meetings shall be on a subject within the jurisdiction or influence of local government. Delegations at a Committee of the Whole Meeting shall be related to an agenda item.
- 40.2 Persons wishing to make a formal presentation to Council must register with the Clerk prior to 4:30 pm on the Wednesday preceding any Meeting. A written copy of the submission shall be provided to the Clerk prior to 4:30 pm on the Thursday preceding any Meeting.
- 40.3 The maximum number of presenters in any delegation (including the spokesperson) shall be three (3).
- 40.4 The Clerk shall inform the presenter of the guidelines affecting the delegation (e.g. maximum time, maximum of three presenters and adherence to subject).
- 40.5 A public delegation, which has been registered with the Clerk may address matters of municipal jurisdiction for up to ten (10) minutes.
- 40.6 Notwithstanding 40.5 above, no delegation shall be permitted when the subject matter to be addressed relates to a recommendation of any tribunal that has conducted a hearing under the Statutory Powers Procedure Act, R.S.O. 1990, c. 22, as amended.
- 40.7 No person will be permitted to address Council with respect to a labour management dispute or issue, unless provided for by legislation or collective agreement.
- 40.8 Any delegation request that implies or threatens legal action shall be denied. The City Manager may refer all such matters to Legal Counsel.
- 40.9 Presenters appearing before Council who have previously appeared before the same Council on the same subject shall be limited to providing only new information in their second or subsequent appearances for up to five (5) minutes. A presenter is not permitted to appear before Council more than two times on the same subject matter.
- 40.10 In unique circumstances, the time limit may be extended by the Chair or a majority vote of the Members present. Such question shall be decided by the Members without debate.
- 40.11 No presenter shall:
 - (a) speak disrespectfully of any person;
 - (b) use offensive words or unparliamentary language;

- (c) speak on any subject other than the subject for which he/she received approval to address; or
- (d) disobey the rules of order or a decision of the Presiding Officer.

40.12 After the presenter has finished, Members shall each have the opportunity to ask questions for clarification purposes only, and without debate.

40.13 The Presiding Officer may curtail any presenter, any questions of a presenter or debate during a delegation, for disorder or for any other breach of this Procedural By-law and, should the Presiding Officer rule that the delegation is concluded, the presenter shall withdraw immediately and shall be given no further audience by the Council.

40.14 Public delegations made at the beginning of the Meeting may be considered by the Members during the New Business portion of the Agenda.

40.15 The Presiding Officer, at their discretion, may recognize a member of the public.

40.16 Public delegations, depending on their nature, may be assigned by the City Manager to the appropriate Director and/or Committee for follow up.

41. PRESENTATIONS

41.1 Presentations may be received from municipal staff, public agencies, consultants retained by the municipality or the Municipal Auditor at either a Regular or Committee of the Whole Meeting of Council.

41.2 Presentations to Council from any of those listed in Section 40.14 shall be subject to a maximum time limit of thirty (30) minutes for their presentation unless otherwise decided by Council.

42. QUESTION & ANSWER

42.1 Speakers shall be permitted to only speak to items on the Agenda.

42.2 Speakers are permitted to speak once on any matter for up to five (5) minutes. If there is a group of Speakers taking the same position, they are encouraged to select a spokesperson to express their views.

43. NOTICE OF MOTION

43.1 Notice of Motions shall be given in writing

- (a) at a Regular Meeting but shall not be debated until the next Regular Meeting or subsequent Regular Meeting specified by the Member introducing the Notice of Motion; or
- (b) delivered to the Clerk at any time prior to 12:00 pm of the last business day

preceding the date of the Regular Meeting at which the Motion is to be introduced.

- 43.2 Where a Member's Notice of Motion has been called by the Presiding Officer at the subsequent Regular Meeting and not proceeded with, it shall be dropped from the Agenda unless Council decides otherwise.
- 43.3 Where Council has determined not to drop a Notice of Motion from the Agenda, and at the second Regular Meeting such Notice of Motion is called by the Mayor and not proceeded with, it shall be deemed to have been withdrawn.

44. MOTIONS

- 44.1 Every Motion shall be in writing, shall be seconded and shall be read by the Presiding Officer before debate or before being put from the Chair.
- 44.2 Where the question under consideration contains separate propositions then, at the request of any Member, any separate matter shall be put separately.
- 44.3 A Recommendation that was voted on in the affirmative at a Committee of the Whole meeting shall be brought forward for consideration at the next Regular Meeting, unless otherwise determined by Council, and shall be voted on without amendment or debate.
- 44.4 After a Motion is read by the Presiding Officer, it shall be deemed to be in the possession of the Council, but may be withdrawn at any time before decision or amendment.

45. PRECEDENCE

- 45.1 When a question is under debate, the only Motions in order shall be:
 - (a) to extend the time of the Meeting;
 - (b) to amend;
 - (c) to lay on the table;
 - (d) to postpone to a certain time and day;
 - (e) to move the previous question.

These five (5) Motions shall have precedence in the order in which they are listed.

- 45.2 On a Motion to postpone to a certain time and day, only the question of time and day so mentioned is open to debate, after an explanation by the mover of the Motion.
- 45.3 A Motion to refer for a report shall name the City Manager who shall determine the necessary staffing requirements and timelines for submission of a report back to Council.

PART 6 - BY-LAWS & CORRESPONDENCE

46. BY-LAWS

- 46.1 No by-law shall be presented to Council unless the subject matter thereof has been considered and approved by Council or a Committee to which Council has been delegated authority.
- 46.2 Every by-law shall be introduced upon a motion by a Member, and any number of by-laws may be introduced together in one motion, but Council shall, at the request of a Member, deal separately with any by-law.
- 46.3 The Clerk shall be authorized to make minor corrections to a by-law that are immaterial in nature and which do not alter the intent of the by-law.
- 46.4 A By-law shall be passed by being given three readings.
- 46.5 A By-law shall be given each reading by reference to its by-law number in the same resolution in which all by-laws are being considered.
- 46.6 At the request of any member of Council, the reading of any by-law shall be deleted from a consolidated Motion and dealt with by separate Motion.
- 46.7 A By-law shall be deemed to have been read upon the number, title or heading being read or taken as read, unless a member requires the by-law or any portion thereof to be read in full.
- 46.8 The minutes of the meeting shall reflect both the number and the title of the by-law, notwithstanding that the Motion refers only to the number of the by-law.

47. RECORDS

- 47.1 The Clerk shall endorse on every by-law the dates of the three readings thereof.
- 47.2 Every by-law passed by Council shall be numbered, sealed with the corporate seal, signed by the Mayor and the Clerk and the by-law shall be entered in a by-law register to be kept by the Clerk.

48. MINUTES

- 48.1 After the minutes of each Meeting have been approved by the Council, the Minutes shall be immediately signed by the Mayor and Clerk.

49. DOCUMENTS

- 49.1 All original documents, including by-laws, contracts, agreements, deeds, leases, bonds or other securities, addressed to or considered by the Council, shall remain in the custody of the Clerk.

50. CORRESPONDENCE

- 50.1 Every communication to be considered by Council shall be in writing.

- 50.2 All correspondence addressed to “*Mayor and Council*” shall be opened by the Clerk’s Office and date-stamped for the day on which it is received.
- 50.3 The Clerk, at their discretion, shall determine the method of distribution for correspondence addressed to “*Mayor and Council*” by either placing such correspondence in individual Member mail-boxes situated at City Hall, distribution by e-mail or included in the correspondence in the Correspondence/Communications section of the Agenda.
- 50.4 All correspondence referred to appropriate staff shall receive a response within six (6) weeks following its receipt.
- 50.5 Requests for Proclamations shall be distributed in the Correspondence/Communications section of the Agenda with a “***Received for Information***” reference. Any Member may request that a proclamation be prepared and considered by Council at an upcoming Meeting.

PART 7 — COMMITTEES

51. AD HOC COMMITTEE

- 51.1 Ad Hoc Committees may be established by Council, from time to time for consideration of special projects or in response to specific issues requiring immediate or long-term attention.
- 51.2 Prior to the establishment of an Ad Hoc Committee which Council has determined will include members of the public, the Clerk shall place an advertisement in a newspaper inviting members of the public to apply to be a member of the committee.
- 51.3 Each Ad Hoc Committee shall be given a clear mandate and well-defined terms of reference that shall include:
- (a) the mandate;
 - (b) the membership;
 - (c) the composition, including the applicable staff members;
 - (d) the reporting relationships;
 - (e) the staff and other resources to be made available; and
 - (f) a start and finish date.
- 51.4 The Mayor shall be ex-officio, a member of all Ad Hoc Committees of Council and shall be entitled to vote and to make Motions and amendments.
- 51.5 Any Member may attend and participate in meetings of Ad Hoc Committees, but only those appointed by Resolution may vote.

- 51.6 The Ad Hoc Committee shall meet in accordance with the meeting schedule established by the Committee at a location to be determined by the Chair.
- 51.7 The Procedural Rules governing meetings of Council as set out in this By-law shall apply, with necessary modifications, to any meeting of an Ad Hoc Committee.
- 51.8 When an Ad Hoc Committee has completed its work and submitted its final report, it dissolves automatically, unless otherwise directed by Council.
- 51.9 Council may terminate an Ad Hoc Committee at its discretion at any time.

52. STANDING COMMITTEE

- 52.1 A Standing Committee is an advisory body to Council to consider matters on any other matter that Council deems it necessary.
- 52.2 A Sub-Committee is a Committee established by a Standing Committee with a clear mandate that has a beginning and end and reports directly to the creating Standing Committee.
- 52.3 Each Standing Committee shall be given a clear mandate and well-defined terms of reference.
- 52.4 The Procedural Rules governing meetings of Council as set out in this By-law shall apply, with necessary modifications, to any meeting of a Standing Committee.
- 52.5 Council may terminate a Standing Committee at its discretion at any time.

PART 8 — GENERAL PROVISIONS

53. SEVERABILITY

- 53.1 Should any section, subsection, clause, paragraph or provision of this By-law be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the By-law as a whole or any part thereof, other than the provisions so declared to be invalid.

54. REPEAL

- 54.1 By-law No. 2008-160, as amended, is hereby repealed in addition to By-Laws 2009-058, 2009-113, 2010-130, 2011-014, 2014-101, 2015-231, 2020-035, 2021-156, 2022-089.

55. ENACTMENT

55.1 This By-law shall take force and effect upon being passed.

READ a FIRST and SECOND TIME this 7th day of March, 2023

Mayor

Clerk

READ a THIRD and FINAL TIME and FINALLY PASSED this X day of XXX, 2023.

Mayor

Clerk

SCHEDULE "A" TO
THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
BY-LAW NO. 2023-022

Affirmation of Confidentiality

I, _____, member of the Council of The Corporation of the City of Temiskaming Shores, do hereby affirm that I will not disclose to any person any information or document arising from confidential Council meetings of The Corporation of the City of Temiskaming Shores that come to my knowledge or possession by reason of those meetings, except as I may be legally required or expressly authorized to do so or except as that information or document has otherwise already been properly made public.

Confidentiality Agreement

By signing this document, I agree that:

I will not disclose to any person any information or document communicated to me in a confidential meeting held by the Council of The Corporation of the City of Temiskaming Shores in connection with any matter designated as confidential by the Procedural By-law except as I may be legally required or expressly authorized to do so or except as that information or document has otherwise already been properly made public.

Signed, sealed and delivered at Temiskaming Shores, Ontario, this _____ day of _____, 20__.

Signed

Witness

The Corporation of the City of Temiskaming Shores

By-law No. 2023-023

Being a by-law to authorize the entering into a Lease Agreement with the Haileybury Family Health Team for the rental of space at the Haileybury Medical Centre

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

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

Whereas Council considered Administrative Report CS-008-2023 at the March 7, 2023 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a one (1) year lease agreement with the Haileybury Family Health Team for the use of office space at the Haileybury Medical Centre, based on a rental increase of 2% for 2023 (\$23.97 per sq. ft.), for consideration at the March 7, 2023 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 the Haileybury Family Health Team for the rental of space (**Room 215**) at the Haileybury Medical Centre, a copy of which is attached hereto as **Schedule "A"** and forming part of this by-law;
2. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space (**Rooms 221**) at the Haileybury Medical Centre, a copy of which is attached hereto as **Schedule "B"** and forming part of this by-law;
3. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space (**Room 236**) at the Haileybury Medical Centre, a copy of which is attached hereto as **Schedule "C"** and forming part of this by-law;
4. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space (**Room 238**) at the Haileybury Medical Centre, a copy of which is attached hereto as **Schedule "D"** and forming part of this by-law;
5. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space (**Room 239**) at the Haileybury Medical Centre, a copy of which is attached hereto as **Schedule "E"** and forming part of this by-law;

6. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 240)** at the Haileybury Medical Centre, a copy of which is attached hereto as **Schedule “F”** and forming part of this by-law;
7. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 242)** at the Haileybury Medical Centre, a copy of which is attached hereto as **Schedule “G”** and forming part of this by-law;
8. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 250)** at the Haileybury Medical Centre, a copy of which is attached hereto as **Schedule “H”** and forming part of this by-law; and
9. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 7th day of March, 2023.

Mayor

Clerk

Schedule "A" to By-law No. 2023-023

Dated this 7th day of March, 2023

Lease Agreement

- between -

The Corporation of the City of Temiskaming Shores

- and -

The Haileybury Family Health Team

(ROOM 215)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 7th day of March, 2023.

Between:

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

And:

The Haileybury Family Health Team
(hereinafter called the "Tenant")

Whereas the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

And whereas the parties hereto have agreed to enter into this Lease.

1. Leased Premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **84 ft²** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

Together with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

2. Term

To hold the premises for a term commencing on the **1st day of April, 2023** and ending on the **31st day of March, 2024**.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum **\$167.79** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in Appendix 01 attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor

Date

Clerk

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Schedule “B” to By-law No. 2023-023

Dated this 7th day of March, 2023

Lease Agreement

- between -

The Corporation of the City of Temiskaming Shores

- and -

The Haileybury Family Health Team

(ROOM 221)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 7th day of March, 2023.

Between:

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

And:

The Haileybury Family Health Team
(hereinafter called the "Tenant")

Whereas the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

And whereas the parties hereto have agreed to enter into this Lease.

1. Leased premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **272 ft²** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

TOGETHER with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

2. Term

To hold the premises for a term commencing on the **1st day of April, 2023** and ending on the **31st day of March, 2024**.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$543.32** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor

Date

Clerk

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Schedule “C” to By-law No. 2023-023

Dated this 7th day of March, 2023

Lease Agreement

- between -

The Corporation of the City of Temiskaming Shores

- and -

The Haileybury Family Health Team

(ROOM 236)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
POJ 1K0

This Lease made this 7th day of March, 2023.

Between:

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

And:

The Haileybury Family Health Team
(hereinafter called the "Tenant")

Whereas the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

And whereas the parties hereto have agreed to enter into this Lease.

1. Leased premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **144 ft²** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

together with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

2. Term

To hold the premises for a term commencing on the **1st day of April, 2023** and ending on the **31st day of March, 2024**.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$287.64** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Tenant

Party of the First Part

Date

Mayor

Date

Clerk

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Schedule “D” to By-law No. 2023-023

Dated this 7th day of March, 2023

Lease Agreement

- between -

The Corporation of the City of Temiskaming Shores

- and -

The Haileybury Family Health Team

(ROOM 238)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 7th day of March, 2023.

Between:

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

And:

The Haileybury Family Health Team
(hereinafter called the "Tenant")

Whereas the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

And whereas the parties hereto have agreed to enter into this Lease.

1. Leased Premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **96 ft²** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

Together with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

2. Term

To hold the premises for a term commencing on the **1st day of April, 2023** and ending on the **31st day of March, 2024**.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$191.76** per month HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor

Date

Clerk

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Schedule "E" to By-law No. 2023-023

Dated this 7th day of March, 2023

Lease Agreement

- between -

The Corporation of the City of Temiskaming Shores

- and -

The Haileybury Family Health Team

(ROOM 239)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 7th day of March, 2023.

Between:

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

And:

The Haileybury Family Health Team
(hereinafter called the "Tenant")

Whereas the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

And whereas the parties hereto have agreed to enter into this Lease.

1. Leased premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **84 ft²** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

Together with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

2. Term

To hold the premises for a term commencing on the **1st day of April, 2023** and ending on the **31st day of March, 2024**.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$167.79** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor

Date

Clerk

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Schedule "F" to By-law No. 2023-023

Dated this 7th day of March, 2023

Lease Agreement

- between -

The Corporation of the City of Temiskaming Shores

- and -

The Haileybury Family Health Team

(ROOM 240)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 7th day of March, 2023.

Between:

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

And:

The Haileybury Family Health Team
(hereinafter called the "Tenant")

Whereas the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

And whereas the parties hereto have agreed to enter into this Lease.

1. Leased premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **456 ft²** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

Together with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

2. Term

To hold the premises for a term commencing on the **1st day of April, 2023** and ending on the **31st day of March, 2024**.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$910.86** per month HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor

Date

Clerk

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Schedule “G” to By-law No. 2023-023

Dated this 7th day of March, 2023

Lease Agreement

- between -

The Corporation of the City of Temiskaming Shores

- and -

The Haileybury Family Health Team

(ROOM 242)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 7th day of March, 2023.

Between:

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

And:

The Haileybury Family Health Team
(hereinafter called the "Tenant")

Whereas the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

And whereas the parties hereto have agreed to enter into this Lease.

1. Leased Premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **240 ft²** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

Together with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

2. Term

To hold the premises for a term commencing on the **1st day of April, 2023** and ending on the **31st day of March, 2024**.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$479.40** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor

Date

Clerk

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Schedule “H” to By-law No. 2023-023

Dated this 7th day of March, 2023

Lease Agreement

- between -

The Corporation of the City of Temiskaming Shores

- and -

The Haileybury Family Health Team

(ROOM 250)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 7th day of March, 2023.

Between:

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

And:

The Haileybury Family Health Team
(hereinafter called the "Tenant")

Whereas the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

And whereas the parties hereto have agreed to enter into this Lease.

1. Leased Premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **88 ft²** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

Together with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

2. Term

To hold the premises for a term commencing on the **1st day of April, 2023** and ending on the **31st day of March, 2024**.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$175.78** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor

Date

Clerk

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Appendix 01 General Covenants

1. Tenant's Covenants

The Tenant covenants with the Landlord:

- a) **Rent** - to pay rent;
- b) **Telephone** - to pay when due the cost of the telephone and intercom services supplied to the premises;
- c) **Repair** - to repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to permit the Landlord to enter and view the state of repair and to repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted;
- d) **Cost of repair where Tenant at fault** - that if the building including the premises, boilers, engines, pipes and other apparatus (or any of them) used for the purpose of heating or air conditioning the building or operating the elevators, or if the water pipes, drainage pipes, electric lighting or other equipment of the building or the roof or outside walls of the building get out of repair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, his servants, agents, employees or anyone permitted by him to be in the building (or through him or them in any way stopping up or injuring the heating apparatus, elevators, water pipes, drainage pipes, or other equipment or part of the building) the expense of any necessary repairs, replacements or alterations shall be paid by the Tenant to the Landlord forthwith on demand;
- e) **Assigning or subletting** - not to assign, sublet or part with possession of any part of the premises without leave of the Landlord, which leave shall not be unreasonably withheld, and which leave shall not be required in the event of a sublease to add a health team member to the group comprising the Tenant or to a management corporation which may be incorporated by the Tenant;
- f) **Entry by Landlord** - to permit the Landlord or its agents to enter upon the premises at any time and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to the building, and the Tenant shall not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby; provided that the Landlord shall give reasonable advance notice to avoid inconvenience to the Tenant, given the private and confidential nature of the profession of the Tenant;

- g) **Indemnity** - to indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servants, employee or licensee of the Tenant;
- h) **Exhibiting premises** - to permit the Landlord or its agents to exhibit the premises to prospective Tenants between the hours of 9:00p.m. and 11:00p.m. during the last month of the term;
- i) **Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Landlord and obtaining the Landlord's prior written consent (in each instance); such work shall if the Landlord so elects, be performed by employees of or contractors designated by the Landlord; in the absence of such election, such work may be performed with the Landlord's consent in writing (given prior to letting of contract) by contractors engaged by the Tenant but in each case only under written contract approved in writing by the Landlord and subject to all conditions which the Landlord may impose; the Tenant shall submit to the Landlord or the Tenant's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time understood by the Landlord that certain medical equipment is to be installed, including wall mounted byfercator, otoscope and blood pressure apparatus to be placed at convenient places as designated by the Tenant;
- j) **Name of building** - not to refer to the building by any other name other than that designated from time to time by the Landlord nor use the name of the building for any purpose except as the business address of the Tenant;
- k) **Termination by Tenant** – Notwithstanding any unexpired term of this agreement, in the event that the Tenant is not otherwise in default of the terms of this lease, he shall be entitled to terminate this lease upon giving 60 days written notice to the Landlord and upon payment to the Landlord of a penalty equal to three months rental and they must have the property vacated by the final day of their 60 days notice.
- l) **Monthly tenancy** – If upon the termination of this lease or any extension thereof the Landlord permits the Tenant to remain in possession of the Lands and Building and accepts rent, a tenancy from year to year is not created by implication of law and the Tenant is deemed to be a monthly tenant only, subject to all the terms and conditions of this lease except as to duration.
- m) **Insurance** - The tenant shall maintain adequate insurance coverage on its equipment, supplies, inventory and the Tenant's fixtures and all other property belonging to it. The Tenant agrees to not carry on or permit to be carried on any business in the Building which may make void or voidable any insurance held by the Landlord or other occupants of the Building.

The tenant will keep in force a full policy of public liability insurance with respect to the business operated by the Tenant in the Leased Premises. The policy shall name the Landlord and Tenant as insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord 10 days written notice. A certificate of such insurance shall be delivered to the Landlord prior to the commencement of the term and, so far as renewals are concerned, thirty days prior to the expiry of any such policy.

2. Landlord's covenants

The Landlord covenants with the Tenant;

- a) **Quiet enjoyment** - for the quiet enjoyment;
- b) **Taxes** – to pay all taxes and rates levied against the premises or to the Landlord on account thereof;
- c) **Access** - to permit the Tenant, its employees, and all persons lawfully requiring communication with them to have the use at all reasonable times in common with other of the main entrance and the stairways and corridors of the building leading to the premises;
- d) **Air conditioning** - to install and operate air conditioning units to air condition the premises at the expense of the Landlord;
- e) **Electricity and water** - to pay for the electricity and water supplied to the premises;
- f) **Janitor service** - to cause, when reasonably necessary, given the professional nature of the Tenant's use of the premises, (from time to time) the floors and windows of the premises to be vacuumed, swept and cleaned and the desks, tables and other furniture of the Tenant to be dusted, but (with the exception of the obligation to cause the work to be done) the Landlord shall not be responsible for any act or omission or commission on the part of the person or persons employed to perform such work, provided vacuuming, sweeping and dusting is done daily five days of the week;
- g) **Heat** - to heat the premises;
- h) **Plug-ins** - to provide outside plug-in service for not less than 18 cars in the staff parking area adjacent the premises;
- i) **Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise;
- j) **Notice** – the Landlord can terminate the lease upon giving 60 days written notice in accordance with the provisions stated in the Tenant Protection Act; and
- k) **Insurance** - The Landlord shall maintain adequate fire and other perils insurance coverage on the Leased premises and its fixtures for the full value thereof and shall

maintain such insurance throughout the term of this Lease and any renewal thereof. Such policy shall contain a waiver of subrogation as against the Tenant and its employees and officers.

3. Provisos

Provided always and it is hereby agreed as follows:

- a) **Fixtures** - The Tenant may remove his fixtures, but all installations, alterations, additions, partitions and fixtures except trade or Tenant's fixtures in or upon the premises, whether placed there by the Tenant or by the Landlord, shall be the Landlord's property without compensation therefore to the Tenant and shall not be removed from the premises at any time (either during or after the term);
- b) **Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt; and the Landlord, instead of re-building or making the premises fit for the purpose of the Tenant, may at its option terminate this lease on giving to the Tenant within thirty days after such fire, lightning or tempest, notice in writing of its intention (so to do) and thereupon rent and any other payments for which the Tenant is liable under this lease shall be apportioned and paid to the date of such fire, lightning or tempest, and the Tenant shall immediately deliver up possession of the premises to the Landlord;
- c) **Damage to property** - The Landlord shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Tenant or to the employees of the Tenant or to any other person while in the building or in the yard of the building unless such loss, damage or injury shall be caused by the negligence of the Landlord or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other Tenant;
- d) **Impossibility of performance** - It is understood and agreed that whenever and to the extent that the Landlord shall be unable to fulfil, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfil such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Landlord shall be relieved from the fulfilment of such obligation and the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;

- e) **Default of Tenant** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Tenant to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Landlord shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;
- f) **Bankruptcy of Tenant** - In case without the written consent of the Landlord the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Tenant or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Tenant shall at any time be seized in execution or attachment by any creditor of the Tenant or if the Tenant shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Tenant is a company any order shall be made for the winding up of the Tenant), then in any such case this lease shall at the option of the Landlord cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Landlord may re- enter and take possession of the premises as though the Tenant or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;
- g) **Distress** - The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Tenant on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;
- h) **Right of re-entry** - On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord in addition to all other rights may do so as the agent of the Tenant, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Tenant, and receive the rent therefore, and as agent of the Tenant may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale and any rent derived from re-letting the premises upon account of rent under this lease, and the Tenant shall be liable to the landlord for any deficiency;
- i) **Right of termination** - On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises notice in writing of its intention, and thereupon rent and any other payments for which the Tenant is liable under this lease shall be computed, apportioned and paid in full

to the date of such termination, and the Tenant shall immediately deliver up possession of the Premises to the Landlord, and the Landlord may re-enter and take possession of the premises;

- j) **Non-waiver** - Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time in respect of any covenant, provision or condition herein contained shall not operate as a waiver of the Landlord's rights hereunder in respect of any subsequent default, breach or non-observance, and shall not defeat or affect in any way the rights of the Landlord herein in respect to any default, breach or non-observance by the Landlord, mutatis mutandis.
- k) **Overholding** - If the Tenant shall continue to occupy the premises after the expiration of this lease with or without the consent of the Landlord, and without any further written agreement, the Tenant shall be a monthly Tenant at the monthly rental herein mentioned and on the terms and conditions herein set out except as to length of tenancy.
- l) **Arbitration** - Any dispute between the parties hereto arising out of the provision of this lease shall be referred to the arbitration of three persons, one to be appointed by each of the parties hereto and the third to be chosen by the two so appointed. If either of the parties fails to appoint an arbitrator for 15 days after the one party has appointed an arbitrator and has notified the other party in writing of the appointment and of the matter in dispute to be dealt with, the decision of the arbitrator appointed by the first of such parties shall be final and binding on both of the parties hereto. If the two arbitrators appointed by the parties hereto fail to agree upon a third arbitrator for 15 days after the appointment of the second arbitrator, either party hereto may apply on 15 days' notice (written) giving the order to a Judge of the District Court of the District of Timiskaming as a persona designate to appoint such third arbitrator. The said Judge, upon proof of such failure of appointment and of the giving of such notice, may forthwith appoint an arbitrator to act as such third arbitrator. If any arbitrator refuses to act or is incapable of acting or dies, a substitute for him may be appointed in the manner herein before provided. The decision of the three arbitrators so appointed, or a majority of them, shall be final and binding upon the parties hereto. All costs and expenses of any such arbitration shall be borne by the parties hereto equally;
- m) **Subordination** - This lease and everything herein contained shall be postponed to any charge or charges now or from time to time hereafter created by the Landlord in respect of the premises by way of institutional mortgage or mortgages and to any extension, renewal, modification, consolidation or replacement thereof, and the Tenant covenants that it will promptly at any time during the term hereof as required by the Landlord give all such further assurances to this provision as may be reasonably required to evidence and effectuate this postponement of its rights and privileges hereunder to the holders of any such charge or charges. The Tenant further covenants on demand at any time to execute and deliver to the Landlord at the Landlord's expense any and all instruments which may be necessary or proper to subordinate this lease and the Tenant's rights hereunder to the lien or liens of any

such extension, renewal, modification, consolidation, replacement or new mortgage or mortgages, and the Tenant hereby irrevocably constitutes and appoints the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for and on behalf of the Tenant and any assumption of this lease by any assignee of the Tenant named herein shall in itself include this provision so that the assignee assuming this lease does thereby irrevocably constitute and appoint the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for or on behalf of the said assignee;

- n) **Notice** - Any notice required or contemplated by any provision of this lease shall be deemed sufficiently given if contained in writing enclosed in a sealed envelope addressed, in the case of notice of the Landlord, to it, at P.O. Box 2050, Haileybury, Ontario, P0J 1K0 and in the case of notice to the Tenant, to P.O. Box 2010, Haileybury, Ontario, P0J 1K0. The date of receipt of such notice shall be the fourth day next following the date of so mailing by registered mail. Provided that either party may, by notice to the other, designate another address in Canada to which notices mailed or delivered more than ten days thereafter shall be addressed.

4. Headings

The headings in this lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease or any provisions hereof.

5. Effect of Lease

This lease and everything herein contained, shall extend to and bind and may be taken advantage of by the heirs, executors, administrators, successors and assigns, as the case may be, of each (and every) of the parties hereto, and where there is more than one Tenant or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenants shall be deemed joint and several.

The Corporation of The City of Temiskaming Shores

By-law No. 2023-024

**Being a by-law to remove part lot control from Part of Block C,
Plan M79NB, Temiskaming Shores
Roll No. 5418-010-008-077.04 and 077.18**

Whereas under Section 50(7) of the Planning Act, R.S.O. 1990, c.P.13, as amended the Council of a municipality may by by-law provide that part-lot control does not apply to lands within a registered plan of subdivision or parts of them as are designated in the by-law; and

Whereas 2373775 Ontario Inc. has submitted an application to the Corporation of the City of Temiskaming Shores to remove part-lot control for a temporary period of time so as to permit the transfer of properties; and

Whereas Council considered Administrative Report No. CS-009-2023 at the March 7, 2023 Regular Council meeting and directed staff to prepare the necessary by-law to remove part lot control for consideration at the March 7, 2023 Regular Council meeting; and

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

1. Section 50(5) of the Planning Act does not apply to Part of PIN 61339-0756, Part of Block C Plan M79NB, Parts 1 and 2 Plan 54R-6262; Temiskaming Shores; District of Timiskaming.
2. The descriptions of the resulting lots are:
 - a) 110 Rivard Court – Pt Block C Plan M79NB Dymond, Part 1 54R6262
TEMISKAMING SHORES; DISTRICT OF TIMISKAMING
 - b) 112 Rivard Court – Pt Block C Plan M79NB Dymond, Part 2 54R6262
TEMISKAMING SHORES; DISTRICT OF TIMISKAMING
3. Pursuant to Section 50(7.3) of the Planning Act, this By-law shall expire on December 31, 2023 unless it shall have prior to that date been repealed or extended by the Council of the Corporation of the City of Temiskaming Shores.
4. This By-law shall not become effective until a certified copy of duplicate of the By-law has been registered in the proper Land Registry Office.
5. That this by-law shall come into force and take effect upon the enactment thereof.

6. 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 7th day of March, 2023.

Mayor

Clerk

The Corporation of The City of Temiskaming Shores

By-law No. 2023-025

Being a by-law to amend By-law No. 2012-039, as amended, being a by-law to adopt Schedules of Departmental User Fees and Services for the City of Temiskaming Shores – Schedule “E” Planning, By-law and Building Services, and to repeal By-laws 2012-056, 2016-020, and 2019-112

Whereas Section 391(1) of the Municipal Act, S.O. 2001 c. 25, as amended, authorizes the Council of a local municipality to pass by-laws imposing fees or charges for services or activities provided or done by or on behalf of any other municipality or local board; and for the use of its property including property under its control; and

Whereas Section 69 of the Planning Act authorizes the Council of a municipality to establish a tariff of fees for the processing of applications made in respect of planning matters, which tariff shall be designed to meet only the anticipated cost to the municipality in respect of the processing of each type of application provided for in the tariff; and

Whereas Council of the Corporation of the City of Temiskaming Shores adopted By-law No. 2012-039 on April 3, 2012 to adopt Schedules of Departmental Use Fees and Service Charges for the City of Temiskaming Shores, which was further amended by by-laws 2012-056, 2016-020, and 2019-112; and

Whereas Council considered Administrative Report No. CS-010-2023 at the Regular Council meeting held on March 7, 2023 and directed staff to prepare the necessary by-law to amend By-law 2012-039 being a by-law to adopt Schedules of Departmental User Fees and Services, and to repeal by-laws 2012-056, 2016-020, and 2019-112; and

Whereas the Council of the Corporation of the City of Temiskaming Shores deems it advisable to amend By-law No. 2012-039 as hereinafter set forth.

Now therefore be it resolved that the Council of the Corporation of the City of Temiskaming Shores enacts as follows:

1. Council hereby amends Schedule “E” to Fees By-law No. 2012-039, as amended, Planning, By-law and Building Services by deleting the **Planning Fees** section and replacing it with Schedule ‘A’ attached hereto.
2. Notwithstanding Schedule ‘A’ attached hereto, Council may, in processing an application, by resolution reduce the amount of or waive the requirement for the payment of the prescribed fee in respect of the application where Council is satisfied that it would be unreasonable to require payment in accordance with the tariff.
3. Payment of fees provided herein is subject to the right of protest and appeal by the applicant under subsection 69(3) of the Planning Act, R.S.O, 1990, c. P.13, as amended.
4. By-laws 2012-056, 2016-020, and 2019-112, being by-laws to amend by-law 2012-039 are repealed in their entirety upon the coming into effect of this By-law.

5. 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 the by-law, where such modifications or corrections do not alter the intent of the by-law.
6. This By-law shall come into full force and effect on April 1, 2023.

Read a first, second and third time and finally passed this 7th day of March, 2023.

Mayor

Clerk

Schedule 'A' to By-law 2023-025

Fee Title	Description of Fee Authority	Proposed Fee
Official Plan Amendment Application	Planning Act Sec. 69	\$ 1,250.00
Combined Official Plan Amendment and Zoning By-law Amendment Applications	Planning Act Sec. 69	\$ 1,950.00
Minor Zoning By-law Amendment Application	Planning Act Sec. 69	\$ 1,000.00
Major Zoning By-law Amendment Application	Planning Act Sec. 69	\$ 1,000.00
Temporary Use By-law	Planning Act Sec. 69	\$ 1,000.00
Removal of Hold Symbol	Planning Act Sec. 69	\$ 600.00
Minor Variance Application	Planning Act Sec. 69	\$ 750.00
Consent Application	Planning Act Sec. 69	\$ 800.00
Consent Stamp	Planning Act Sec. 69	\$ 100.00
Cancellation Certificate	Planning Act Sec. 69	\$250.00
Validation Certificate	Planning Act Sec. 69	\$500.00
Draft Plan of Subdivision Application	Planning Act Sec. 69	\$3,000.00 + \$60.00 per lot to be created
Plan of Condominium Application	Planning Act Sec. 69	\$3,000.00 + \$60.00 per lot to be created
Draft Plan Approval Extension	Planning Act Sec. 69	\$300.00
Draft Plan Approval Reinstatement	Planning Act Sec. 69	\$300.00
Part Lot Control Exemption	Planning Act Sec. 69	\$600.00 + all legal and land titles fee
Parkland Dedication Fees	Planning Act Sec. 51.1	As per Section 51.1 of the Planning Act
Deeming By-law	Planning Act Sec. 69	\$ 250.00 + all legal and land titles fees
Site Plan Control	Planning Act Sec. 69	\$ 800.00 + all legal and land titles fees
Site Plan Assurances	By-law No. 2018-097	In accordance with By-law No. 2018-097

Site Plan Agreement Amendment	Planning Act Sec. 69	\$ 400.00
Telecommunication Tower Land Use Authority Review	Municipal Act Sec. 391(1)	\$ 400.00
Application to Purchase Municipal Land	Municipal Act Sec. 391(1)	\$ 600.00 + all costs (purchaser and City)
Use of City-Owned Land Request (encroachment, easement, etc)	Municipal Act Sec. 391(1)	\$ 500.00 + yearly fee set by Council + all legal and land titles fees
Peer Review	Planning Act Sec. 69	Cost recovery
3 rd Party OMB Hearing	Planning Act Sec. 69	Proponent to pay all costs associated with the hearing

The Corporation of the City of Temiskaming Shores

By-law No. 2023-026

Being a by-law to authorize the execution of a funding agreement between His Majesty the King in Right of Ontario, represented by the Minister of Transportation for the Province of Ontario related to funding provided by the Province under the Dedicated Gas Tax Funds for Public Transportation Program - 2023

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

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

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

Whereas Council considered correspondence from The Honourable Caroline Mulroney Minister of Transportation at the March 7, 2023 Regular Council meeting outlining that the City of Temiskaming Shores will be eligible to receive an allocation of **\$144,275** under the Dedicated Gas Tax Funds for Public Transportation Program for 2023; and

Whereas Council considered Memo No. 006-2023-CS and directed staff to prepare the necessary by-law to enter into an agreement with for the acceptance of the funds for consideration at the March 7, 2023 Regular Council meeting; and

Whereas the City of Temiskaming Shores provides a public transit service that includes service to, and receives financial contribution from the Town of Cobalt and the City of Temiskaming Shores will continue to act as the host for this joint service; and

Whereas the Council of The Corporation of the City of Temiskaming Shores deems it necessary to enter into a funding agreement with the Minister of Transportation of Ontario under the Dedicated Gas Tax Funds for Public Transportation Program.

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

1. That the Mayor and Treasurer are hereby authorized to enter into a funding agreement with His Majesty the King in right of Ontario as represented by the Minister of Transportation of Ontario under the Dedicated Gas Tax Funds for Public Transportation Program in the amount of **\$144,275** for 2023, in accordance

with and subject to the terms set out in the Letter of Agreement and the guidelines and requirements, attached hereto as Schedule "A" and forming part of this By-law.

Read a first, second and third time and finally passed this 7th day of March, 2023

Mayor

Clerk



Schedule “A” to

By-law No. 2023-026

Agreement between

The Corporation of the City of Temiskaming Shores

and

Minister of Transportation of Ontario

Funding provided under the Dedicated Gas Tax
Funds for Public Transportation Program

**Ministry of
Transportation**

Office of the Minister

777 Bay Street, 5th Floor
Toronto ON M7A 1Z8
416 327-9200
www.ontario.ca/transportation

**Ministère des
Transports**

Bureau de la ministre

777, rue Bay, 5^e étage
Toronto ON M7A 1Z8
416 327-9200
www.ontario.ca/transports



February 24, 2023

107-2023-555

Mayor Jeff Laferriere
City of Temiskaming Shores
325 Farr Drive, PO Box 2050
Haileybury ON P0J 1K0

Dear Mayor Laferriere:

RE: Dedicated Gas Tax Funds for Public Transportation Program

This Letter of Agreement between the **City of Temiskaming Shores** (the “Municipality”) and His Majesty the King in right of the Province of Ontario, as represented by the Minister of Transportation for the Province of Ontario (the “Ministry”), sets out the terms and conditions for the provision and use of dedicated gas tax funds under the Dedicated Gas Tax Funds for Public Transportation Program (the “Program”). Under the Program, the Province of Ontario provides two cents out of the provincial gas tax to municipalities to improve Ontario’s transportation network and support economic development in communities for public transportation expenditures.

The Ministry intends to provide dedicated gas tax funds to the Municipality in accordance with the terms and conditions set out in this Letter of Agreement and the enclosed Dedicated Gas Tax Funds for Public Transportation Program 2022-23 Guidelines and Requirements (the “guidelines and requirements”).

In consideration of the mutual covenants and agreements contained in this Letter of Agreement and the guidelines and requirements, which the Municipality has reviewed and understands and are hereby incorporated by reference, and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Ministry and the Municipality agree as follows:

1. To support local public transportation services in the Municipality, the Ministry agrees to provide funding to the Municipality under the Program to a maximum amount of up to **\$144,275** (“the “Maximum Funds”) in accordance with, and subject to, the terms and conditions set out in this Letter of Agreement and, for greater clarity, the guidelines and requirements.
2. Subject to Section 1, the Ministry will, upon receipt of a fully signed copy of this Letter of Agreement and a copy of the authorizing municipal by-law(s) and, if applicable, resolution(s) for the Municipality to enter into this Letter of Agreement, provide the Municipality with **\$108,206**; and any remaining payment(s) will be provided thereafter.

3. If another municipality authorizes the Municipality to provide local public transportation services on its behalf and authorizes the Municipality to request and receive dedicated gas tax funds for those services also on its behalf, the Municipality will in the by-law(s) and, if applicable, resolution(s) described in Section 2 confirm that the Municipality has the authority to provide those services and request and receive those funds.
4. The Municipality agrees that any amount payable under this Letter of Agreement may be subject, at the Ministry's sole discretion, to any other adjustments as set out in the guidelines and requirements.
5. The Municipality will deposit the funds received under this Letter of Agreement in a dedicated gas tax funds reserve account, and use such funds and any related interest only in accordance with the guidelines and requirements.
6. The Municipality will adhere to the reporting and accountability measures set out in the guidelines and requirements, and will provide all requested documents to the Ministry.
7. The Municipality agrees that the funding provided to the Municipality pursuant to this Letter of Agreement represents the full extent of the financial contribution from the Ministry and the Province of Ontario under the Program for the 2022-23 Program year.
8. The Ministry may terminate this Letter of Agreement at any time, without liability, penalty or costs upon giving at least thirty (30) days written notice to the Municipality. If the Ministry terminates this Letter of Agreement, the Ministry may take one or more of the following actions: (a) cancel all further payments of dedicated gas tax funds; (b) demand the payment of any dedicated gas tax funds remaining in the possession or under the control of the Municipality; and (c) determine the reasonable costs for the Municipality to terminate any binding agreement(s) for the acquisition of eligible public transportation services acquired, or to be acquired, with dedicated gas tax funds provided under this Letter of Agreement, and do either or both of the following: (i) permit the Municipality to offset such costs against the amount the Municipality owes pursuant to paragraph 8(b); and (ii) subject to Section 1, provide the Municipality with funding to cover, in whole or in part, such costs. The funding may be provided only if there is an appropriation for this purpose, and in no event will the funding result in the Maximum Funding exceeding the amount specified under Section 1.
9. Any provisions which by their nature are intended to survive the termination or expiration of this Letter of Agreement including, without limitation, those related to disposition, accountability, records, audit, inspection, reporting, communication, liability, indemnity, and rights and remedies will survive its termination or expiration.
10. This Letter of Agreement may only be amended by a written agreement duly executed by the Ministry and the Municipality.
11. The Municipality agrees that it will not assign any of its rights or obligations, or both, under this Letter of Agreement.

12. The invalidity or unenforceability of any provision of this Letter of Agreement will not affect the validity or enforceability of any other provision of this Letter of Agreement. Any invalid or unenforceable provision will be deemed to be severed.
13. The term of this Letter of Agreement will commence on the date of the last signature of this Letter of Agreement.
14. The Municipality hereby consents to the execution by the Ministry of this Letter of Agreement by means of an electronic signature.

If the Municipality is satisfied with and accepts the terms and conditions of this Letter of Agreement, please print and secure the required signatures, and then deliver a fully signed pdf copy to the Ministry at the email account below. Subject to the province's prior written consent, including any terms and conditions the Ministry may attach to the consent, the Municipality may execute and deliver the Letter of Agreement to the Ministry electronically. In addition, all program documents are also to be sent to the following email account:

MTO-PGT@ontario.ca

Sincerely,



Caroline Mulroney
Minister of Transportation

I have read and understand the terms and conditions of this Letter of Agreement, as set out above, and, by signing below, I am signifying the Municipality's consent to be bound by these terms and conditions.

Municipality

Date

Name (print):
Title (head of council or
authorized delegate):

I have authority to bind the Municipality.

Date:

Name (print):
Title (clerk or authorized delegate):

I have authority to bind the Municipality.

The Corporation of the City of Temiskaming Shores

By-law No. 2023-027

Being a by-law to Authorize the Execution of the Transfer Payment Agreement for the Safe Restart Agreement (SRA): Phase 4 Municipal Transit Funding Between His Majesty the King in Right of the Province of Ontario Represented by the Minister of Transportation for the Province of Ontario and the Corporation of the City of Temiskaming Shores

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

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

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

Whereas Council deems it expedient to enter into an Agreement with His Majesty the King in Right of Ontario as represented by the Minister of Transportation for the Province of Ontario for the Safe Restart Agreement (SRA): Phase 4 Municipal Transit Funding.

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

1. That the Mayor and Clerk are hereby authorized to execute on behalf of the Corporation of the City of Temiskaming Shores the Transfer Payment Agreement for the Safe Restart Agreement (SRA): Phase 4 Municipal Transit Funding ("Agreement") between His Majesty the King in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the City of Temiskaming Shores in a form satisfactory to Legal Services, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Mayor and Clerk have the delegation of authority to execute any and all required documentation, on behalf of the City of Temiskaming Shores, as required under the Investing in Canada Infrastructure Program.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantical or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law.

Read a first, second and third time and finally passed this 7th day of March, 2023.

Mayor

Clerk



Schedule “A” to

By-law No. 2023-027

A By-Law to Authorize the Execution of the Transfer Payment Agreement for the Safe Restart Agreement (SRA): Phase 24 Municipal Transit Funding Between His Majesty the King in Right of the Province of Ontario Represented by the Minister of Transportation for the Province of Ontario and the Corporation of the City of Temiskaming Shores

**TRANSFER PAYMENT AGREEMENT
FOR SAFE RESTART AGREEMENT PHASE 4 FUNDING FOR MUNICIPAL TRANSIT
(SRA PHASE 4)**

THIS TRANSFER PAYMENT AGREEMENT for Safe Restart Agreement Phase 4 Funding for Municipal Transit (SRA PHASE 4) (the “Agreement”) is effective as of the Effective Date.

B E T W E E N:

His Majesty the King in right of Ontario as represented by the
Minister of Transportation for the Province of Ontario

(the “**Province**”)

- and -

The Corporation of the City of Temiskaming Shores

(the “**Recipient**”)

BACKGROUND:

On December 7, 2022, the Government of Ontario announced that it was partnering with the Government of Canada to provide up to \$505 million in Safe Restart Agreement Phase 4 Funding for Municipal Transit (SRA Phase 4) to municipalities across Ontario.

The funding for SRA Phase 4, which will be provided to the Recipient in accordance with the terms and conditions set out in the Agreement, is intended to provide the Recipient with assistance for the costs and losses relating to the Recipient’s transit systems the Recipient has incurred during the Eligibility Period as a result of the COVID-19 pandemic.

SRA Phase 4 funding builds upon the approximately \$2.15 billion that was delivered to municipalities through the Safe Restart Agreement (SRA) to support Ontario municipal transit systems with COVID-19 pandemic-related financial pressures. SRA funding has been delivered in three phases:

- Phase 1: Over \$700 million flowed to municipalities for COVID-19 related financial impacts between April and September 2020.
- Phase 2: \$590 million flowed to municipalities for COVID-19 related financial impacts between October 2020 and March 2021.
- Phase 3: Up to \$650 million for eligible expenditures between April and December 2021, plus an additional \$127.6 million in Phase 3 top-ups and an additional \$81.7 million in supplementary funding for January 2022 (for Phase 3 only, municipalities were able to request an extension of the eligibility period to December 31, 2022, on a case-by-case basis).

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" - Contact Information and Authorized Representatives

Schedule "C" - Eligible Expenditures and Ineligible Expenditures

Schedule "D" - Payment Procedures

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties (as defined in section A1.2 (Definitions)) 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 any of the requirements of:

- (a) Schedule "A" (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule "A" (General Terms and Conditions) will prevail to the extent of the inconsistency;
- (b) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the inconsistency; or
- (c) this Agreement and any of the requirements of the Guidelines, this Agreement will prevail.

3.0 COUNTERPARTS

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

3.2 **Electronic Execution and Delivery of Agreement.**

- (a) The Agreement may:
 - (i) be executed and delivered by scanning the manually signed Agreement as a PDF and delivering it by email to the other Party; or
 - (ii) subject to the Province's prior written consent, be executed and delivered electronically to the other Party.
- (b) The respective electronic signature of the Parties is the legal equivalent of a manual signature.

4.0 AMENDING THE AGREEMENT

- 4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement.
- 4.2 **Execution of Amending Agreement.** An amending agreement for changes to the Agreement may be duly executed by the representatives of the Parties listed on the signature page below or in Schedule "B" (Contact Information and Authorized Representatives).

5.0 ACKNOWLEDGEMENT

- 5.1 **Acknowledgement.** The Recipient acknowledges that:
 - (a) the Funds are to assist the Recipient with the Financial Impacts due to the COVID-19 pandemic on the Recipient's transit system or the Costs to Support Priority Initiatives and not to provide goods or services to the Province;
 - (b) the Province is not responsible for the Recipient's transit system; and
 - (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31 (Ontario) and that any information provided to the Province in connection with the Agreement may be subject to disclosure in accordance with that Act.
- 5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 (Ontario) and any information provided to the Recipient in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

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

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF ONTARIO, represented by the Minister of Transportation for the Province of Ontario

Date

Name: Caroline Mulroney
Title: Minister

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

Date

Name: Jeff Laferriere
Title: Mayor

I have authority to bind the Recipient.

Date

Name: Stephanie Leveille
Title: Treasurer

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) all accounting terms not otherwise defined in the Agreement have their ordinary meanings.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

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

“Authorities” means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Recipient’s transit system or the Agreement.

“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.

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

“Costs to Support Priority Initiatives” means the operating and capital costs incurred by the Recipient during the Eligibility Period in respect of the Recipient’s municipal transit system that support the priority transit initiatives identified in Schedule “C” subsection C1.1. For clarity, Costs to Support Priority Initiatives are Eligible Expenditures insofar as they are incurred in accordance with Schedule “C”.

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

“Eligible Expenditures” means the losses and costs that are eligible for funding by the Province in accordance with Schedule “C” of the Agreement).

“Eligibility Period” means the period starting on February 1, 2022 and ending on December 31, 2022, inclusive.

“Event of Default” has the meaning ascribed to it in section A12.1 (Events of Default).

“Expiry Date” means December 31, 2023.

“Financial Impacts” means the net revenue losses, net operating costs, and capital costs the Recipient has incurred during the Eligibility Period in respect of the Recipient’s municipal transit system as a result of the COVID-19 pandemic. For clarity, Financial Impacts are Eligible Expenditures insofar as they are incurred in accordance with Schedule “C”.

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

“Guideline” or **“Guidelines”** means the “Ministry of Transportation Safe Restart Agreement Phase 4 Municipal Transit Funding Stream Guidelines and Requirements”, as may be amended from time to time, which were distributed to recipients on December 7, 2022 and made available through the Transfer Payment Ontario (TPON) system.

“Indemnified Parties” means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees, and employees.

“Ineligible Expenditures” means the costs that are ineligible for funding by the Province in accordance with Schedule “C” of the Agreement.

“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 Recipient’s transit system or with any other part of the Agreement.

“Maximum Funds” means \$77,052.

“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 paragraph A12.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A12.4 (Recipient not Remediating).

“On-demand Transit” means an alternative form of providing transit, where vehicle routes and schedules are determined by passenger demand typically facilitated through a technology application, unlike fixed route transit where transit service has a predetermined route and schedule.

“Operating Budget” means the Recipient’s 2020 operating budget which has been prepared and adopted by the Recipient as required by section 290(1) of the *Municipal Act, 2001* or a suitable adopted budget from which a baseline can be established to measure COVID-related financial impacts.

“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 Recipient’s transit system or with any other part of the Agreement.

“Records Review” means any assessment the Province conducts pursuant to section A7.4 (Records Review).

“ Reports ” means the reports described in the Guidelines as well as any additional reports described in this Agreement.

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

“SRA Phase 1 Contribution” means the funding for the SRA Phase 1 the Province provided to the Recipient in September and October 2020 in accordance with the Safe Restart Agreement
Public Transit Funding Stream – Phase 1 Guidelines and Requirements

“SRA Phase 3 Contribution” means the funding for the SRA Phase 3 the

Province provided to the Recipient in March 2021 in accordance with the Province's Safe Restart Agreement Public Transit Funding Stream – Phase 2 and Phase 3 Guidelines and Requirements.

A2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

A2.1 General. The Recipient represents, warrants and covenants that:

- (a) it has, and will continue to have, the experience and expertise necessary to operate its transit system;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Recipient's transit system;
- (c) if Funds are used for acquired goods or services, or both, these were acquired in compliance with the Recipient's policies and procedures and, to the extent possible under the COVID-19 pandemic unprecedented times, through a process that promotes the best value for the money;
- (d) it is in compliance with, and will continue to comply with, all requirements under the Guidelines;
- (e) it is in compliance with the insurance requirements set out in section A10.1 (Recipient's Insurance);
- (f) any information, including the Reports, the Recipient provided to the Province in support of its request for Funds including, without limitation, information relating to any eligibility requirements, the Recipient's transit system, any Financial Impact, any Costs to Support Priority Initiatives and related timelines was true and complete at the time the Recipient provided the Reports; and
- (g) it will provide any necessary updates to the Province during the Term of the Agreement to ensure that all Reports will continue to be true and complete should any of the information become inaccurate.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage the Funds prudently and effectively;
- (b) procedures to address any identified risks to the Recipient's ability to claim Eligible Expenditures from the Eligibility Period, all in a timely manner; and
- (c) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to carry out its obligations under the Agreement.

A2.4 Supporting Proof. Upon request of the Province and within the timelines set out in the request, the Recipient will provide the Province with proof of the matters referred to in this Article A2.0 (Representations, Warranties and Covenants).

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 (Termination on Notice) or Article A12.0 (Event of Default, Corrective Action, and Termination for Default) of the Agreement or by the Province in accordance with the Guidelines.

A4.0 FUNDS

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient up to the Maximum Funds for Eligible Expenditures;
- (b) provide the Funds to the Recipient in accordance with the payment procedures in Schedule "D" (Payment Procedures); and
- (c) deposit the Funds into an account designated by the Recipient 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 (Funds Provided):

- (a) in addition to any other limitations under the Agreement on the payment of Funds by the Province, the Province is not obligated to provide any Funds to the Recipient unless the Recipient fulfils the special conditions listed in section A27.1 (Special Conditions); and

- (b) the Province may adjust the amount of Funds it provides to the Recipient based upon the Province's assessment of one or more of the following:
 - (i) the information the Recipient provides to the Province pursuant to this Agreement and the Guidelines; and
 - (ii) the SRA Phase 3 Contribution funding provided to the Recipient exceeds the financial impacts the Recipient incurred, as a result of the COVID-19 pandemic, beginning from April 1, 2021 to December 31, 2021, inclusive.

A4.3 Use of Funds. The Recipient will do all of the following:

- (a) spend the Funds only on Eligible Expenditures; and
- (b) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, including any level of government, or ministry, agency, or organization of the Government of Ontario, other than the Province pursuant to the Agreement.

A4.4 Deduction of SRA Phase 1 Contribution and SRA Phase 3 Contribution, Rebates, Credits and Refunds. Based upon the Reports the Recipient provides to the Province, the Province will provide Funds to the Recipient in an amount based on the actual losses or costs to the Recipient, less any actual losses or costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive SRA Phase 1 Contribution, SRA Phase 3 Contribution, a rebate, credit or refund.

A4.6 Interest. If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the payment of an amount equal to the interest.

A5.0 RECIPIENT'S DISPOSAL OF ASSETS

A5.1 Disposal. The Recipient will not, without the Province's prior written consent and prior to the Expiry Date or earlier termination of the Agreement, sell, lease, or otherwise dispose of any asset purchased or created with the Funds.

A6.0 CONFLICT OF INTEREST

A6.1 **No Conflict of Interest.** The Recipient represents and warrants that there is and there will continue to be no conflict of interest in respect of any Eligible Expenditures claimed under the Agreement and that the Recipient will use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of this Article A6.0 (Conflict of Interest), 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 to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Agreement, the use of the Funds, or both.

A6.3 **Disclosure to Province.** The Recipient will:

(a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and

(b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTING, ACCOUNTING AND REVIEW

A7.1 **Province Includes.** For the purposes of sections A7.4 (Records Review), A7.5 (Inspection and Removal) and A7.6 (Cooperation), "**Province**" includes any auditor or representative the Province may identify.

A7.2 **Preparation and Submission.** The Recipient represents and warrants:

(a) That it has submitted to the Province:

(i) all Reports in accordance with the requirements as provided for in the Guidelines

(b) That it has ensured that all Reports and other reports are:

(i) accurate to the date of this Agreement;

(ii) completed to the satisfaction of the Province; and

(ii) signed by an authorized signing officer of the Recipient.

- (c) That it will provide to the Province any other reports, in accordance with any timelines and content requirements, that the Province may require from the Recipient prior to the execution of the Agreement and throughout the Term of the Agreement.

A7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years from their creation:

- (a) proper and accurate financial accounts and Records, kept in a manner consistent with generally accepted accounting principles in effect in Canada or with the public sector accounting standards approved or recommended by the Public Sector Accounting Board including, without limitation, its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the Eligible Expenditures claimed under the Agreement; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Eligible Expenditures claimed under the Agreement.

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; and
- (b) 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 more of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3 (Record Maintenance); and
- (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 (Inspection and Removal), the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents including, without limitation, paid invoices and original receipts, wherever they are located;

- (b) assisting the Province in copying 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 so as to give the Province any control whatsoever over the Recipient's records.

A7.8 **Auditor General.** The Province's rights under Article A7.0 (Reporting, Accounting and Review) are in addition to any rights provided to the Auditor General pursuant to section 9.2 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 Agreement-related publications whether written, oral or visual:

- (a) acknowledge the support of the Province for the Funds provided under the Agreement;
- (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.

A8.2 **Request from the Province in Respect of Communications Activities.** The Recipient will, upon Notice from the Province, provide the Province with any information the Province may request in respect of any Communications Activities.

A9.0 INDEMNITY

A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 **Recipient's Insurance.** The Recipient is responsible for its own insurance and has been carrying, at its own costs and expense, and requiring the same from its

subcontractors, all the necessary and appropriate insurance that a prudent municipality in similar circumstances would maintain in order to protect itself and the Indemnified Parties and support the Recipient's indemnification set out in section A9.1 (Indemnification). For greater certainty, the Recipient is not covered by the Province of Ontario's insurance program and no protection will be afforded to the Recipient by the Government of Ontario for any Loss or Proceeding that may arise out of the Agreement.

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 at least 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 (Termination on Notice), the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds; and
- (b) demand from the Recipient the repayment of any Funds provided to the Recipient in accordance with this Agreement.

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 Events of Default. It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement including, without limitation, failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (a) use or spend any of the Funds or related interest for a purpose other than that contemplated under the Agreement without the prior written consent of the Province;
- (b) provide, in accordance with Article A7.0 (Reporting, Accounting and Review), Reports or such other reports as may have been requested pursuant to paragraph A7.2(b); or
- (c) Provide any necessary update to the Province with respect to the accuracy of the content or information contained and submitted to the Province in any Report provided in accordance with this Agreement or the Guidelines.

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) provide the Recipient with an opportunity to remedy the Event of Default;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (c) 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;
- (d) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (e) 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 Record Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (f) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A12.3 Opportunity to Remedy. If, in accordance with paragraph A12.2(a), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A12.4 Recipient not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A12.2(a), 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 paragraph A12.2.

A12.5 When Termination Effective. Termination under this Article A12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

A13.0 FUNDS UPON EXPIRY

A13.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining either in its possession, under its control, or both.

A14.0 DEBT DUE AND PAYMENT

A14.1 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) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A14.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds, SRA Phase 1 Contribution and SRA Phase 3 Contribution, or an amount equal to any Funds, SRA Phase 1 Contribution, or SRA Phase 3 Contribution to the Province, whether or not the Province has demanded their payment,

such amounts will be deemed to be a debt 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. This paragraph shall be in addition to any rights provided for under paragraph A4.4 above and shall not be construed by either Party as a conflict to said paragraph.

A14.3 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A14.4 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 as provided for in Schedule "B" (Contact Information and Authorized Representatives).

A14.5 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.

A15.0 NOTICE FOR MATTERS PURSUANT TO THE AGREEMENT.

A15.1 Notice in Writing and Addressed. Any Notice that shall be required to be provided by one Party to the other Party pursuant to the Agreement will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery or courier; and
- (c) addressed to the Province and the Recipient as set out in Schedule “B” (Contact Information and Authorized Representatives), or as either Party later designates to the other by Notice.

A15.2 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; and
- (b) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A15.3 Postal Disruption. Despite paragraph A15.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will provide Notice by email, personal delivery or courier.

A16.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A16.1 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.

A17.0 SEVERABILITY OF PROVISIONS

A17.1 **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.

A18.0 WAIVER

A18.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement or the Guidelines.

A18.2 **Waiver Applies.** If in response to a request made pursuant to section A18.1 (Waiver Request) a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A19.0 INDEPENDENT PARTIES

A19.1 **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.

A20.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A20.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A20.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors, and permitted assigns; and
- (b) the successors to His Majesty the King in right of Ontario.

A21.0 GOVERNING LAW

A21.1 **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.

A22.0 FURTHER ASSURANCES

A22.1 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 or the Guidelines 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.

A23.0 JOINT AND SEVERAL LIABILITY

A23.1 Joint and Several Liability. Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A24.0 RIGHTS AND REMEDIES CUMULATIVE

A24.1 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.

A25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A25.1 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.

A26.0 SURVIVAL

A26.1 Survival. The following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules and sub-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 (Entire Agreement), paragraph 3.2(b), Articles 2.0 (Conflict or Inconsistency), 5.0 (Acknowledgment), and A1.0 (Interpretation and Definitions) and any other applicable definitions, paragraph A2.1(a), sections A4.4 (Deduction of SRA Phase 1 Contribution and SRA Phase 3 Contribution, Rebates, Credits and Refunds), A5.1 (Disposal), A7.1 (Province Includes), A7.2 (Preparation and Submission) to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province, A7.3 (Record Maintenance), A7.4 (Records Review), A7.5 (Inspection and Removal), A7.6 (Cooperation), A7.7 (No Control of Records), A7.8 (Auditor General), Articles A8.0 (Communications Requirements) and A9.0 (Indemnity), sections A11.2 (Consequences of Termination on Notice by the Province) and A12.1 (Events of Default), paragraphs A12.2, Articles A13.0 (Funds Upon Expiry), A14.0 (Debt Due and Payment), A15.0 (Notice for Matters Pursuant to the Agreement) and A17.0 (Severability of Provisions), section A20.2 (Agreement Binding), Articles A21.0 (Governing Law), A23.0 (Joint and Several Liability), and A24.0 (Rights and Remedies Cumulative), and this Article A26.0 (Survival).

A27.0 SPECIAL CONDITIONS

A27.1 Special Conditions. The provision of the Funds by the Province to the Recipient under the Agreement is conditional upon,

- (a) on or before the Effective Date , the Recipient providing the Province with:
 - (i) a copy of the by-law(s) and, if applicable, any council resolution(s) authorizing the execution of the Agreement by the Recipient;
 - (ii) the necessary information, including a void cheque or a blank letter, to facilitate an electronic transfer to an interest-bearing account in the name of the Recipient at a Canadian financial institution; and

- END OF GENERAL TERMS AND CONDITIONS -

**SCHEDULE “B”
CONTACT INFORMATION AND AUTHORIZED REPRESENTATIVES**

<p>Contact information for the purposes of Notice to the Province</p>	<p>Address: Strategic Investments Office Ministry of Transportation 777 Bay, 30th Floor Toronto, ON M7A 2J8</p> <p>Attention: Kevin Dowling, Manager, Strategic Investments Office</p> <p>Phone: (416) 859-7912 Email: kevin.dowling@ontario.ca</p>
<p>Contact information for the purposes of Notice to the Recipient</p>	<p>Address: 325 Farr Drive, PO Box 2050 Haileybury, ON. P0J 1K0</p> <p>Attention: Stephanie, Leveille, Treasurer</p> <p>Phone: 705-672-3363 ext. 4121 Email: sleveille@temiskamingshores.ca</p>
<p>Contact information for the senior financial official in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province in respect of the Agreement</p>	<p>Address: 325 Farr Drive, PO Box 2050 Haileybury, ON. P0J 1K0</p> <p>Attention: Stephanie, Leveille, Treasurer</p> <p>Phone: 705-672-3363 ext. 4121 Email: sleveille@temiskamingshores.ca</p>
<p>Authorized representative of the Province for the purpose of section 4.2 (Execution of Amending Agreements)</p>	<p>Position: Director Municipal Programs Branch, Ministry of Transportation</p>
<p>Authorized representative of the Recipient for the purpose of section 4.2 (Execution of Amending Agreements)</p>	<p>Position: Kelly Conlin, Municipal Clerk</p>

**SCHEDULE “C”
ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES**

C1.0 ELIGIBLE EXPENDITURES

C1.1 Scope of Eligible Expenditures. Eligible Expenditures include, at the Province’s sole discretion, the following losses and costs incurred during the Eligibility Period:

Net Revenue Losses

- (a) The following revenue losses will be considered Eligible Expenditures, which shall be calculated by subtracting the difference between the Operating Budget and actual revenue for the Eligibility Period, minus the non-COVID 19 related revenue changes during the same period:
 - (i) farebox revenue losses;
 - (ii) advertising revenue losses;
 - (iii) parking revenue losses;
 - (iv) contract revenue losses; and
 - (v) any other revenue loss the Recipient incurred as a result of the COVID-19 pandemic that, in the opinion of the Province, is considered eligible.

Operating Costs

- (b) The following operating costs measured against the Operating Budget (i.e., (operating costs amount in the Operating Budget minus the actual operating costs amount during the Eligibility Period) minus the non-COVID-19 pandemic operating costs amount = the eligible operating costs amount) that, in the opinion of the Province, the Recipient properly and reasonably incurred and paid as a result of the COVID-19 pandemic will be considered Eligible Expenditures:
 - (i) costs associated with vehicle cleaning;
 - (ii) costs associated with changes in fuel consumption (e.g., increases due to running additional buses or savings in consumption relating to lower service levels than budgeted, or both);

- (iii) costs associated with vehicle maintenance;
- (iv) costs associated with transit facilities;
- (v) costs resulting from existing contracts with expanded scope/new contracts;
- (vi) employee related costs (i.e., salaries, wages, benefits);
- (vii) costs for employee personal protection equipment (e.g., face masks, gloves, sanitizer);
- (viii) costs for signage and other means of communications related to the COVID-19 pandemic (e.g., social distance guidance); and
- (ix) any other operating cost the Recipient incurred as a result of the COVID-19 pandemic that, in the opinion of the Province, is considered eligible.

Capital Costs

- (c) The following capital costs that, in the opinion of the Province, the Recipient properly and reasonably incurred and paid as a result of the COVID-19 pandemic, will be considered Eligible Expenditures:
 - (i) costs associated with installing driver protection barriers and other protection measures for transit drivers;
 - (ii) costs associated with providing passenger protection equipment and other passenger safety measures; and
 - (iii) any other capital cost the Recipient incurred as a result of the COVID-19 pandemic that, in the opinion of the Province, is considered eligible.

Priority Transit Initiatives

- (d) The following operating and capital costs incurred and paid that support priority transit initiatives:
 - (i) Up to 50% of the total costs for initiatives that support a long-term vision for regional fare and service integration;
 - (ii) Up to 50% of the total costs for On-Demand Transit studies and pilot initiatives; and
 Up to 50% of the total costs for expenses to support the transformation of transit structures/governance between neighbouring municipal governments, where the Province has been engaged in discussions.

C2.0 INELIGIBLE EXPENDITURES

C2.1 Scope of Ineligible Expenditures. Unless a cost or a loss is considered an Eligible Expenditure pursuant to section C1.1 (Scope of Eligible Expenditures), such cost or loss will be considered an Ineligible Expenditure. Without limitation, the following costs and loss will be considered Ineligible Expenditures:

- (a) costs incurred outside of the Eligibility Period;
- (b) costs not paid prior to having been submitted to the Province for payment;
- (c) Recipient's staff, including permanent and seasonal, salaries and travel costs unless otherwise indicated in paragraph (b)(vi) of section C1.1 (Scope of Eligible Expenditures);
- (d) legal, audit, or interest fees;
- (e) any operating or capital cost that, in the opinion of the Province, the Recipient could not have properly and reasonably incurred or paid, or both, during the Eligibility Period and as a result of the COVID-19 pandemic (i.e., excess purchases or stockpiling);
- (f) any loss that, in the opinion of the Province, the Recipient could not have properly and reasonably incurred during the Eligibility Period and as a result of the COVID-19 pandemic;
- (g) refundable Harmonized Sales Tax or other refundable expenses; and
- (h) any other cost which is not specifically listed as an Eligible Expenditure under section C1.1 (Scope of Eligible Expenditure) and which, in the opinion of the Province, is considered ineligible.

SCHEDULE “D” PAYMENT PROCEDURES

D1.0 PAYMENT PROCEDURES

- D1.1 **Submission of Claim for Payment and Required Documentation.** In order to receive payment, the Recipient will have submitted all Reports, including, without limitation, its claim for payment, together with the supporting documentation set out in the Guidelines in accordance with the timelines required therein, or at a later date if, the Province consents to a later date in its sole and absolute discretion.
- D1.2 **Claim Payments.** Subject to the terms and conditions set out in the Agreement and the Guidelines and if due and owing under the Agreement, the Province will use its reasonable efforts to make the payment to the Recipient for the claim submitted pursuant to section D1.1 (Submission of Claim for Payment and Required Documentation) within 90 business days from the date the claim is approved and accepted by the Province.
- D1.3 **No Interest.** The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in section D1.2 (Claim Payments).
- D1.4 **No Obligation to Pay.** For greater clarity and without limitation to any other right of the Province, the Province will have no obligation to pay a claim if it does not meet the terms and conditions of the Agreement including, without limitation, or if the claim is missing any of the required supporting documentation, Reports or such documentation and Reports are not in accordance with the Guidelines or the Agreement, or both.
- D1.5. **Lump Sum Payment.** In accordance with the foregoing, all payment of the Funds to be provided by the Province to the Recipient pursuant to the Agreement shall be made in a single lump sum payment, as calculated in accordance with the terms in the Agreement and the Guidelines, up to the Maximum Funds.

The Corporation of the City of Temiskaming Shores

By-law No. 2023-028

Being a by-law to amend By-Law 2022-053 to enter into an agreement with Miller Paving Limited for the supply of labour, equipment and material for Asphalt Patching Services at various locations within the City of Temiskaming Shores

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

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

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

Whereas Council considered Administrative Report No. PW-009-2022 at the March 15, 2022 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into an agreement with Miller Paving Ltd. for the supply of labour, equipment and material for asphalt patching services; and

Whereas Council considered Memo No. 004-2023-PW at the March 7, 2023 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-Law 2022-053 to extend the agreement with Miller Paving Ltd. for asphalt patching services in 2023 for consideration at the March 7, 2023 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. 2022-053, be deleted in its entirety and replaced with Schedule "A", a copy attached hereto and forming part of this by-law; and
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 7th day of March 2023.

Mayor

Clerk



Schedule "A" to

By-law 2023-028

Being a by-law to amend By-law No. 2022-053 to Miller Paving Limited for the supply of labour, equipment and material for Asphalt Patching Services at various locations

Agreement between

The Corporation of the City of Temiskaming Shores

and

Miller Paving Limited

for the Supply of Asphalt Patching Services

This agreement made this 7th day of March, 2023.

Between:

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

And:

Miller Paving Ltd.
(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 Contract Documents entitled:

**The Corporation of the City of Temiskaming Shores
Asphalt Patching Services
Tender No. PWO-RFT-003-2022**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto as Appendix 01; and
- c) Complete, as certified by the Manager of Transportation Services, all the work by **November 1, 2023.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid at the unit price of **\$59.50 per square meter for 50 mm thickness and \$107.10 per square meter for 90 mm thickness** plus applicable taxes, subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

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

The Contractor:

Miller Paving Limited
P.O. Box 248
New Liskeard, ON
P0J 1P0

The Owner:

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

The Manager of Transportation Services:

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

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The Corporation of the City of Temiskaming Shores

By-law No. 2023-029

Being a by-law to amend By-law 2022-052 to enter into an agreement with Miller Maintenance, A Division of Miller Paving Limited for the provision of Roadway Centre and Edge Line Painting Services

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to 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-008-2022 at the March 15, 2022 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into an agreement with Miller Maintenance, A Division of Miller Paving Limited. for Roadway Centre and Edge Line Painting Services

Whereas Council considered Memo No. 005-2023-PW at the March 7, 2023 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-Law 2022-052 to extend the agreement with Miller Maintenance, A Division of Miller Paving Limited. for Roadway Centre and Edge Line Painting Services

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. 2022-052, be deleted in its entirety and replaced with Schedule "A", a copy attached hereto and forming part of this by-law; and
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 7th day of March 2023.

Mayor

Clerk



Schedule “A” to

By-law 2023-029

Agreement between

The Corporation of the City of Temiskaming Shores

and

Miller Maintenance, A Division of Miller Paving Limited

for the Centre and Edge Line Painting Services

This agreement made this 7th day of March, 2023.

Between:

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

And:

Miller Maintenance, A Division of Miller Paving Limited
(hereinafter called “the Contractor”)

Witnesseth:

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

Article I:

The Contractor will:

- a) Provide all material and perform all work described in the Tender Documents entitled:

**The Corporation of City of Temiskaming Shores
Roadway Line Painting
Tender No. PWO-RFT-002-2022**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement, attached hereto as Appendix 01; and
- c) Complete, as certified by the Manager of Transportation Services, all the work within 90 calendar days from receiving a signed order; but no later than July 1st, 2023, weather permitting.
- d) The time limits referred to in this Agreement may be abridged or extended by mutual agreement by both Parties.

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid at a unit rate of **\$0.413/linear meter** of line paint plus applicable taxes, subject to additions and deductions as provided in the Contract Documents attached hereto as Appendix 01.

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

ARTICLE III:

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

The Contractor:

Miller Maintenance, A Division of Miller Paving Limited
581494 Grey Road 25
Chesley, ON
N0G 1L0

The Owner:

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

The Manager of Transportation Services:

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

The Corporation of the City of Temiskaming Shores

By-law No. 2023-030

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 7, 2023

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

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

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

Whereas 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 **March 7, 2023** with respect to each recommendation, by-law and resolution and other action passed and taken or direction given by Council at its said meeting, is, except where the prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.
2. That the Mayor, or in his absence the presiding officer of Council, and the proper officials of the municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and except where otherwise provided, the Mayor, or in his absence the presiding officer, and the Clerk are hereby directed to execute all documents required by statute to be executed by them, as may be necessary in that behalf and to affix the corporate seal of the municipality to all such documents.

Read a first, second and third time and finally passed this 7^h day of March, 2023

Mayor

Clerk