



**The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, January 18, 2022 – 6:00 p.m.
Electronic Meeting**

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 Jelly
Seconded by: Councillor Whalen

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 McArthur

Seconded by: Councillor Foley

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

a) Regular Meeting of Council – December 21, 2021.

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

None

8. Question and Answer Period

9. Presentations / Delegations

None

10. Communications

a) Lindsey Green, Clerk – Township of Southgate

Re: Support - Annual Emergency Exercise Requirement, 2021-12-16

Reference: Received for Information

b) Kim Campbell, Resident

Re: Request to Rename New Liskeard Community Hall in honour of Mr. Lawrence “Bun” Eckensviller, 2021-12-17

Reference: Referred to the Building Maintenance Committee and the Corporate Services Committee

- c) Angela Maddocks, Clerk – Township of South Frontenac
Re: Support for Bill 214 – Daylight Saving Time, 2021-12-20
Reference: Received for Information

- d) District of Timiskaming Social Services Administration Board
Re: Timiskaming Counts – Homeless Enumeration 2021
Reference: Received for Information

- e) Haileybury Food Bank
Re: Annual Report 2021
Reference: Received for Information

- f) Ministry of Northern Development, Mines, Natural Resources and Forestry
Re: review of Proposed Insect Pest Management Program
Reference: Received for Information

- g) Kelly Black, Chief Administrative Officer - District of Timiskaming Social Services Administration Board
Re: DTSSAB 2022 Board Meeting Schedule and Budget Proposal Date
Reference: Received for Information

Draft Resolution

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

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

11. Committees of Council – Community and Regional

Draft Resolution

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

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

- a) Minutes of the Business Improvement Area Board of Management regular meeting held on November 15, 2021, and from the Annual General Meeting held on November 15, 2021;
- b) Minutes of the Temiskaming Shores Accessibility Advisory Committee meeting held on December 8, 2021; and
- c) Minutes of the Temiskaming Transit Committee meeting held on November 29, 2021.

12. Committees of Council – Internal Departments

Draft Resolution

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

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

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

13. Reports by Members of Council

14. Notice of Motions

15. New Business

a) January to November 2021 Year-to-Date Capital Financial Report

Draft Resolution

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt the January to November 2021 Year-to-Date Capital Financial Report for information purposes.

b) Memo No. 001-2022-CS – Fed Nor Agreement - Funding Support for Wabi Bridge Design

Draft Resolution

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 001-2022-CS; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with the Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario, for the development work of the construction of a pedestrian/ cycling bridge over the Wabi River, in the amount of \$18,000 for consideration at the January 18, 2022 Regular Council meeting.

c) Memo No. 002-2022-CS – Fed Nor Agreement - Funding Support for Great Fire Centennial Event

Draft Resolution

Moved by: Councillor Hewitt

Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 002-2022-CS; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with the Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario, for the for the Great Fire of 1922 Centennial Event in the amount of \$90,000 for consideration at the January 18, 2022 Regular Council Meeting.

d) Administrative Report No. CS-001-2022 – Health and Safety Policies

Draft Resolution

Moved by: Councillor Jelly
Seconded by: Councillor Laferriere

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-001-2022; and

That Council confirms it has reviewed the City of Temiskaming Shores Health and Safety Policy and Program and the Violence in the Workplace Harassment and Violence in the Workplace Prevention Program, in accordance with the Occupational Health and Safety Act.

e) Administrative Report No. CS-002-2022 – Connelly Communications Lease Agreement

Draft Resolution

Moved by: Councillor Foley
Seconded by: Councillor Hewitt

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-002-2022; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2018-065 to enter into a Lease Agreement with Connelly Communications Corporation for the lease of Office Space at Riverside Place, for a rental rate increase of 2% each year for the remainder of the term (2023-2028), for consideration at the January 18, 2022 Regular Council Meeting.

f) Memo No. 001-2022-PW – Rate Increase for Recycling Agreement with Outside Municipalities

Draft Resolution

Moved by: Councillor McArthur
Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 001-2022-PW; and

That Council approves a 3.4 percent (3.4%) rate increase for the acceptance of recyclable materials at the Spoke Transfer Station from \$301/tonne to a \$311.23/tonne rate effective January 1, 2022.

g) Memo No. 002-2022-PW – Farr Drive Pump Replacement

Draft Resolution

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 002-2022-PW;

That Council confirms the emergency purchase of a replacement pump for the Farr Drive Lift Station in the amount of \$80,000; and

That Council directs the Treasurer to include the Farr Drive Lift Station Pump Replacement as a 2022 Capital Budget item prior to the finalization of the Budget By-law.

h) Memo No. 001-2022-RS – Employment and Social Development Canada - Enabling Accessibility Fund Grant Extension

Draft Resolution

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 001-2022-RS;

That Council directs staff to prepare the necessary by-law to amend By-law No. 2020-034 (Accessibility Upgrades at the Don Shepherdson Memorial Arena) to extend the project date to October 31, 2022; and

That Council to include a delegation of authority provision to authorize amendments that do not create any financial liability for the City that is beyond a budget approved by Council, for consideration at the January 18, 2022 Regular Council meeting.

16. By-laws

Draft Resolution

Moved by: Councillor Foley

Seconded by: Councillor Whalen

Be it resolved that:

- By-law No. 2022-001 Being a by-law to authorize borrowing from time to time to meet current Expenditures during the Fiscal Year ending December 31, 2022
- By-law No. 2022-002 Being a by-law to provide for an Interim Tax Levy for the payment of taxes and to establish penalty and interest charges
- By-law No. 2022-003 Being a by-law to enter into an agreement with the Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario, for the Development Work for the Construction of a Pedestrian/ Cycling Bridge over the Wabi River (Project No. 851-513646)
- By-law No. 2022-004 Being a by-law to enter into an agreement with the Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario for the Great Fire of 1922 Centennial Event (Project No. 851-513645)
- By-law No. 2022-005 Being a by-law to amend By-law No. 2018-065, to authorize the entering into a Lease Agreement with Connelly Communications Corporation for the lease of Office Space at Riverside Place
- By-law No. 2022-006 Being a by-law to amend By-law No. 2020-034 to enter into an agreement with Her Majesty the Queen in Right of Canada as represented by Employment and Social Development Canada for Accessibility Upgrades at the Don Shepherdson Memorial Arena – Project No. 1591799

be hereby introduced and given first and second reading.

Draft Resolution

Moved by: Councillor McArthur

Seconded by: Councillor Hewitt

Be it resolved that:

By-law No. 2022-001; By-law No. 2022-004;
By-law No. 2022-002; By-law No. 2022-005; and
By-law No. 2022-003; By-law No. 2022-006;

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

17. Schedule of Council Meetings

- a) Regular Meeting – Tuesday, February 1, 2022 at 6:00 p.m.
- b) Regular Meeting – Tuesday, February 15, 2022 at 6:00 p.m.

18. Question and Answer Period

19. Closed Session

None

20. Confirming By-law

Draft Resolution

Moved by: Councillor Hewitt

Seconded by: Councillor McArthur

Be it resolved that By-law No. 2022-007 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 **January 18, 2022** be hereby introduced and given first and second reading.

Draft Resolution

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that By-law No. 2022-007 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 Foley

Seconded by: Councillor Jelly

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, December 21, 2021 – 6:00 p.m.
Electronic Meeting

Minutes

Land Acknowledgement

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

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

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

1. Call to Order

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

2. Roll Call

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

Present: Logan Belanger, Clerk
Christopher Oslund, City Manager
Kelly Conlin, Deputy Clerk
Mathew Bahm, Director of Recreation
Steve Langford, Fire Chief
James Franks, Economic Development Officer
Mitchell McCrank, Manager of Transportation Services
Stephanie Levielle, Treasurer

Regrets: Councillor Patricia Hewitt

Media: N/A

Members of the Public: 2

3. Review of Revisions or Deletions to Agenda

Due to a declared conflict of interest related to the Integrity Commissioner items in Section 15 - New Business, item v) Administrative Report CS-048-2021, and in Section 16 - By-laws, No. 2021-186, the items will be discussed in successive order.

4. Approval of Agenda

Resolution No. 2021-533

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

Mayor Kidd declared a Conflict of Pecuniary Interest related to **Section 15 – New Business Item v) Administrative Report No. CS-048-2021 – Award Tender to Appoint an Integrity Commissioner**, and for **Section 16 – Bylaws No. 2021-186 to appoint an Integrity Commissioner for the City of Temiskaming Shores** as he is the subject of an ongoing proceeding related to a decision of the Integrity Commissioner on a Conflict-of-Interest Complaint Report.

6. Review and adoption of Council Minutes

Resolution No. 2021-534

Moved by: Councillor Whalen

Seconded by: Councillor Foley

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

a) Regular Meeting of Council – December 7, 2021; and

b) Special Meeting of Council – December 14, 2021.

Carried

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

None

8. **Question and Answer Period**

None

9. **Presentations / Delegations**

None

10. **Communications**

- a) Federation of Northern Ontario Municipalities (FONOM)

Re: FONOM 2022 Annual Conference (In-Person), May 9-11, 2022

Reference: Received for Information

- b) Ms. Jill Vienneau, Assistant Deputy Minister, Broadband Strategy Division – Ministry of Infrastructure

Re: Building Broadband Faster Act Guideline and Regulations – 2021-12-01

Reference: Received for Information

- c) Ms. Roseann Knechtel, Deputy Clerk/ Planner Coordinator – Township of Mulmur

Re: Truth and Reconciliation Calls to Action – 2021-12-13

Reference: Received for Information

- d) Mr. Trevor Fleck, Director of Intergovernmental Policy Branch – Ministry of Infrastructure

Re: Investing in Canada Infrastructure Program - Green funding stream 2021– Unsuccessful Application - 2021-12-15

Reference: Received for Information

- e) Municipal Property Assessment Corporation

Re: 2021 Municipal Partnerships Report

Reference: Received for Information

- f) Municipal Property Assessment Corporation

Re: City of Temiskaming Shores Assessment Change Summary

Reference: Received for Information

Resolution No. 2021-535

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

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

Carried

11. Committees of Council – Community and Regional

Resolution No. 2021-536

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

- a) Minutes of the Temiskaming Sores Public Library Board meeting held on October 27, 2021.

Carried

12. Committees of Council – Internal Departments

Resolution No. 2021-537

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

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

- a) Minutes of the Building Maintenance Committee meeting held on November 17, 2021;
- b) Minutes of the Corporate Services Committee meeting held on November 23, 2021;
- c) Minutes of the Protection to Persons and Property Committee meeting held on November 17, 2021; and
- d) Minutes of the Public Works Committee meeting held on November 17, 2021.

Carried

13. Reports by Members of Council

Councillor Whalen encouraged members of Council to visit the Ministry of Transportation's website to review the report on the 2+1 pilot highway project, and to provide feedback on the proposal.

14. Notice of Motions

None

15. New Business

- a) **Lack of Recycling Options, Agricultural Bale Wrap and Twine, and Boat Shrink Wrap (Town of Georgina)**

Resolution No. 2021-538

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Whereas Council for the Town of Georgina sent a letter to Canadian and Provincial governmental agencies regarding the lack of recycling options for agricultural bale wrap/twine and boat shrink wrap on November 29, 2021.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby supports the Town of Georgina's letter to promote the well-being of the environment and to make recycling programs more accessible to farmers and boaters across the Country; and

Further that a copy of this resolution be circulated to the Honourable David Piccini, Minister of the Environment, Conservation and Parks; the Honourable Jonathan Wilkinson, Minister Environment and Climate Change Canada; the Honourable Lisa Thompson, Minister of Agriculture, Food and Rural Affairs; and the Honourable Marie-Claude Bibeau, Minister of Agriculture and Agri-Food.

Carried

b) 2022 Municipal Operating Budget

Resolution No. 2021-539

Moved by: Councillor Foley

Seconded by: Councillor Laferriere

Whereas staff presented the 2022 Municipal Operating Budget to Council at a Special meeting on December 14, 2021.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby adopts, in principle, its 2022 Municipal Operating Budget estimates utilizing a 1.0% increase to the Municipal Tax Levy as follows:

Department	Net Budget Estimates
General Government	\$ 2,694,516
Policing	2,229,187
Health & Social Services	2,894,741
Fire & Emergency Management	503,248
Economic Development	312,752
Recreation	1,637,099
Property Maintenance	581,805
Public Works	3,974,312
Transit	196,310
Libraries	388,957
Capital Financing	903,415
OMPF	<u>(3,202,400)</u>
Net Municipal Operations	\$13,113,942

And further that Council adopts, in principle, the 2022 Environmental Operating Budget estimates utilizing a 2.0% increase as follows:

Environmental Services	Net Budget Estimates
Administration	\$1,600,077
Sewage Treatment & Collection	978,700
Water Treatment & Distribution	1,659,509
Capital Financing	<u>682,778</u>
Net Environmental Operations	\$4,921,064

Carried

2022 Municipal Capital Budget

Resolution No. 2021-540

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Whereas staff presented the 2022 Municipal Capital Budget to Council at a Special meeting on December 14, 2021.

Now therefore be it resolved that Council hereby adopts, in principle, the 2022 General Capital Budget estimates as follows:

Department	Budget Estimates
Corporate Services	\$320,000
Fire & Emergency Management	31,000
Public Works	8,459,810
Recreation Services	638,000
Property Maintenance	4,120,000
Fleet	972,510
Transit	<u>335,000</u>
General Capital Project Total	\$14,876,320

And further that Council hereby adopts, in principle, the 2022 Environmental Capital Budget estimates as follows:

Department	Budget Estimates
Environmental Projects	\$1,335,000

Carried

c) Approval of Attendance at various Conferences

Federation of Northern Ontario Municipalities

Resolution No. 2021-541

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores approves the attendance of **Mayor Kidd, Councillor Foley and Councillor McArthur** at the Federation of Northern Ontario Municipalities (FONOM) Conference scheduled on May 9-11, 2022 in North Bay; and

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

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

Carried

Association of Municipalities of Ontario

Resolution No. 2021-542

Moved by: Councillor Whalen

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores approves the attendance of **Councillor McArthur** at the annual Association of Municipalities of Ontario (AMO) Conference scheduled for August 14-17, 2022 in the City of Ottawa; and

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

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

Carried

d) Approval to transfer surplus/deficit funds to/from Doctor Recruitment Reserve

Resolution No. 2021-543

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores hereby directs staff to transfer any surplus/deficit in 2021 for Doctor Recruitment to/from the Doctor Recruitment Reserve.

Carried

e) Approval to transfer surplus/deficit funds to/from the Library Reserve

Resolution No. 2021-544

Moved by: Councillor Foley

Seconded by: Councillor Whalen

Be it resolved that the Council of the City of Temiskaming Shores hereby directs staff to transfer any surplus/deficit in 2021 relating to the Temiskaming Shores Library to/from the Library Reserve.

Carried

f) Approval to transfer funds from the Safe Restart Funding Reserve

Resolution No. 2021-545

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby directs staff to transfer funds in 2021 from the Safe Restart Program Reserve to offset costs incurred per the Agreement (By-law No. 2021-036).

Carried

g) Approval to transfer surplus funds to the Election Reserve

Resolution No. 2021-546

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby directs staff to transfer any surplus budget in 2021 relating to Elections to the Election Reserve.

Carried

h) Approval to transfer surplus/deficit funds to/from the Bucke Park Reserve

Resolution No. 2021-547

Moved by: Councillor Whalen

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby directs staff to transfer any surplus/deficit in 2021 for Bucke Park operations to/from the Bucke Park Reserve.

Carried

i) Approval to transfer surplus/deficit funds to/from the Medical Centre Reserve

Resolution No. 2021-548

Moved by: Councillor Foley

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby directs staff to transfer any surplus/deficit in 2021 for the Medical Centre to/from the Medical Centre Reserve.

Carried

j) Approval to transfer surplus/deficit funds to/from the Landfill Reserve

Resolution No. 2021-549

Moved by: Councillor McArthur

Seconded by: Councillor Whalen

Be it resolved that the Council of the City of Temiskaming Shores hereby directs staff to transfer any surplus/deficit in 2021 for the Landfill operations to/from the Landfill Reserve.

Carried

k) Approval to transfer surplus/deficit funds to/from the Business Improvement Area (BIA) Reserve

Resolution No. 2021-550

Moved by: Councillor Foley

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby directs staff to transfer any surplus/deficit in 2021 for the Business Improvement Area (BIA) to/from the BIA Reserve.

Carried

l) Approval to transfer surplus/deficit funds to/from Municipal Transit Reserve

Resolution No. 2021-551

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that The Corporation of the City of Temiskaming Shores hereby directs the Treasurer to transfer any surplus/deficit in 2021 for Transit operations to/from the Municipal Transit Reserve.

Carried

m) Approval to transfer surplus/deficit funds to/from Cemetery Reserve

Resolution No. 2021-552

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that The Corporation of the City of Temiskaming Shores hereby directs the Treasurer to transfer any surplus/deficit in 2021 for Cemetery operations to/from the Cemetery Reserve.

Carried

n) Approval to transfer current year surplus/deficit to/from Working Fund Reserve

Resolution No. 2021-553

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that Council for The Corporation of the City of Temiskaming Shores hereby agrees that any surplus or deficit from the 2021 Municipal Budget General Operations be transferred to or transferred from the Working Fund Reserve account.

Further be it resolved that Council for The Corporation of the City of Temiskaming Shores hereby agrees that any surplus or deficit from the 2021 Municipal Budget Environmental Operations be transferred to or transferred from the Environmental Water Working Fund Reserve and/or Environmental Sewer Working Fund Reserve account.

Carried

o) Approval to transfer Gain on Sale of Surplus Fleet Assets to Fleet Replacement Reserve

Resolution No. 2021-554

Moved by: Councillor Foley

Seconded by: Councillor Jelly

Be it resolved that The Corporation of the City of Temiskaming Shores hereby directs the Treasurer to transfer any gain realized from the sale of surplus fleet assets in 2021 to the Fleet Replacement Reserve.

Carried

p) Approval to transfer Land Leases and Net Land Sales to Community Development Reserve or Economic Development Reserve

Resolution No. 2021-555

Moved by: Councillor Foley

Seconded by: Councillor McArthur

Be it resolved that The Corporation of the City of Temiskaming Shores hereby directs the Treasurer to transfer any land leases and net proceeds derived from the sale of municipal land in general operations to the Community Development Reserve; and

Further that Council directs the Treasurer to transfer the net proceeds derived from the sale of industrial park land in economic development to the Economic Development Reserve.

Carried

q) Approval to transfer Net Fire Marque and Auto Extrication Revenues to the Fire Equipment Reserve

Resolution No. 2021-556

Moved by: Councillor Jelly

Seconded by: Councillor Whalen

Be it resolved that The Corporation of the City of Temiskaming Shores hereby directs the Treasurer to transfer the net proceeds derived from the Fire Marque agreement to the Fire Equipment Reserve; and

Further directs the Treasurer to transfer any funds derived Auto Extrication to the Fire Equipment Reserve.

Carried

r) Memo No. 047-2021-CS – FedNor Agreement for Accessibility Upgrades at the Don Shepherdson Memorial Arena

Resolution No. 2021-557

Moved by: Councillor Whalen

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 047-2021-CS; and

That Council directs staff to prepare the necessary By-law to enter into a funding agreement with the Federal Economic Development Agency for Accessibility Upgrades at the Don Shepherdson Memorial Arena, in the amount of \$500,000 for consideration at the December 21, 2021 regular meeting.

Carried

s) Memo No. 048-2021-CS – POA Prosecutor Agreement with Phillip Jones

Resolution No. 2021-558

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 048-2021-CS; and

That Council directs staff to prepare the necessary by-law to enter into a Contract Agreement for POA Court Prosecution Services with Phillip Jones, and to repeal the previous agreement (By-law No. 2017-133), for consideration at the December 21, 2021 regular meeting.

Carried

t) Administrative Report No. CS-046-2021 – Cemetery Fee Update

Resolution No. 2021-559

Moved by: Councillor McArthur

Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-046-2021; and

That Council directs staff to amend By-law No. 2012-039 (Departmental User Fees) to update Cemetery Services Fees, for consideration at the December 21, 2021 Regular Council meeting.

Carried

u) Administrative Report No. CS-047-2021 – Marriage Solemnization Fee Update

Resolution No. 2021-560

Moved by: Councillor Foley

Seconded by: Councillor Laferriere

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-047-2021; and

That Council directs staff to amend By-law No. 2015-026 (Civil Marriage Solemnization Policy for the City of Temiskaming Shores), for the revision of Civil Marriage Solemnization Fees and other administrative changes, for consideration at the December 21, 2021 regular meeting.

Carried

v) Administrative Report No. CS-048-2021 – Award Tender to Appoint an Integrity Commissioner

Mayor Kidd disclosed a pecuniary interest with Administrative Report No. CS-048-2021, and By-law No. 2021-186; therefore, did not participate in the discussion of the subject matter nor did he vote on Resolution No. 2021-562 Resolution No. 2021-563 and Resolution No. 2021-564.

Resolution No. 2021-561

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

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

Carried

Resolution No. 2021-562

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-048-2021; and

That Council directs staff to prepare the necessary By-law to enter into a two (2) year agreement with Harld G. Elston for Integrity Commissioner Services, and to appoint Harld G. Elston as the Integrity Commissioner for the City of Temiskaming Shores, for consideration at the December 21, 2021 regular meeting.

Carried

Resolution No. 2021-563

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that:

By-law No. 2021-186 Being a by-law to appoint an Integrity Commissioner for the City of Temiskaming Shores (Harold G. Elston)

be hereby introduced and given first and second reading.

Carried

Resolution No. 2021-564

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Be it resolved that **By-law No. 2021-186** be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

Resolution No. 2021-565

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

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

Carried

w) Administrative Report No. CS-049-2021 – Haileybury Food Bank Lease Agreement

Resolution No. 2021-566

Moved by: Councillor Whalen

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-049-2021; and

That Council directs staff to prepare the necessary By-law to renew the lease for the Haileybury Food Bank for a period of five (5) years, effective January 1, 2022, for the rental of space at 500 Broadway Street, at a rate of \$1.00/year, for consideration at the December 21, 2021 regular meeting.

Carried

x) Administrative Report No. CS-050-2021 – Funding Agreement for the 2022 Prospectors and Developers Association of Canada (PDAC) Convention

Resolution No. 2021-567

Moved by: Councillor McArthur

Seconded by: Councillor Laferriere

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-050-2021; and

That Council directs staff to prepare the necessary By-law to enter into a funding agreement with the Federal Economic Development Agency for the Northern Ontario Mining Showcase at the 2022 Prospectors and Developers Association of Canada (PDAC) Convention, held in Toronto from March 7 – 9, 2022, in the amount of \$695,000 for consideration at the December 21, 2021 regular meeting.

Carried

y) Administrative Report No. CS-051-2021 – Feast on the Farm Event

Resolution No. 2021-568

Moved by: Councillor Foley

Seconded by: Councillor McArthur

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-051-2021; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with the Culinary Tourism Alliance and Destination Northern Ontario to host a Feast on the Farm event in Fall 2022, for consideration at the December 21, 2021 Regular Council meeting.

Carried

z) Memo No. 021-2021-PW – Water and Sewer Rates

Resolution No. 2021-569

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 021-2021-PW;

That Council approved a capital capital project for the installation of water meters in the remaining ICI establishments as well as multi-residential properties with 3 or more units, in principle, through the 2022 Budget process; and

That Council hereby repeals Resolution No. 2021-210, adopted at the May 4, 2021 Regular Council meeting to approve the implementation of a new rate method for water and sewer rates, which would have become effective on January 1, 2022.

Carried

aa) Administrative Report PW-026-2021 – Grant Drive Extension

Resolution No. 2021-570

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-026-2021; and

That as outlined in By-law No. 2017-015, *Procurement Policy, Section 10*, Council approves to waive the tendering procedure, and directs Staff to prepare the necessary By-law to enter into an agreement with EXP Services Inc. for the finalization of design, tender preparation and Contract Administration for the municipal portion of the Grant Drive Extension at a cost of \$ 34,350.00, plus applicable taxes, for consideration at the December 21, 2021 Regular Council meeting.

Carried

bb) Memo No. 014-2021-RS – Recreation Department Fee Schedule 2022-2024

Resolution No. 2021-571

Moved by: Councillor McArthur

Seconded by: Councillor Foley

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

That Council directs staff to amend By-law No. 2012-039 (Departmental User Fees) to update Recreational Fees for 2022 to 2024, for consideration at the December 21, 2021 Regular Council meeting.

Carried

16. By-laws

Resolution No. 2021-572

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that:

By-law No. 2021-182 Being a by-law to enter into an agreement with the Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and Minister responsible for the Accessibility Upgrades at the Don Shepherdson Memorial Arena (Project No. 851-513779)

By-law No. 2021-183 Being a By-law to enter into a Contract Agreement for POA Court Prosecution Services – Phillip Jones (Repeals By-law No. 2017-133)

By-law No. 2021-184 Being a by-law to amend By-law No. 2012-039, a by-law to adopt Schedules of Departmental User Fees and Services for the City of Temiskaming Shores (Cemetery Services – Price Lists)

By-law No. 2021-185 Being a by-law to amend By-law No. 2015-026, being a by-law to adopt a Civil Marriage Solemnization Policy for the City of Temiskaming Shores – Fees

By-law No. 2021-187 Being a by-law to authorize the entering into a lease agreement with the Haileybury Food Bank for rental space at 500 Broadway Street

- By-law No. 2021-188 Being a by-law to enter into an agreement with the Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario for the Northern Ontario Pavilion at the 2022 PDAC Event in Toronto (Project No. 852-513637)
- By-law No. 2021-189 Being a by-law to enter into an agreement with the Culinary Tourism Alliance, Destination Northern Ontario and The Corporation of the City of Temiskaming Shores for the 2022 Feast to Farm Event
- By-law No. 2021-190 Being a by-law to enter into an agreement with EXP Services Inc. for the finalization of design, tender preparation and Contract Administration for the municipal portion of the Grant Drive Extension
- By-law No. 2021-191 Being a by-law to amend By-law No. 2012-039, as amended being a by-law to adopt Schedules of Departmental User Fees and Services for the City of Temiskaming Shores – Schedule “D” Recreation Fees

be hereby introduced and given first and second reading.

Carried

Resolution No. 2021-573

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that:

By-law No. 2021-182; By-law No. 2021-188;
By-law No. 2021-183; By-law No. 2021-189;
By-law No. 2021-184; By-law No. 2021-190; and
By-law No. 2021-185; By-law No. 2021-191
By-law No. 2021-187;

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 – Tuesday, January 18, 2022 at 6:00 p.m.
- b) Regular Meeting – Tuesday, February 1, 2022 at 6:00 p.m.

18. Question and Answer Period

Councillor Jelly thanked Council and staff for their work throughout the year, and wished everyone a safe and happy holiday season.

19. Closed Session

None

20. Confirming By-law

Resolution No. 2021-574

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that By-law No. 2021-192 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Special meeting held on **December 14, 2021**, and for its Regular meeting held on **December 21, 2021** be hereby introduced and given first and second reading.

Carried

Resolution No. 2021-575

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that By-law No. 2021-192 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

21. Adjournment

Resolution No. 2021-576

Moved by: Councillor Foley

Seconded by: Councillor McArthur

Be it resolved that Council hereby adjourns its meeting at 6:37 p.m.

Carried

Mayor

Clerk

**Township of Southgate
Administration Office**

185667 Grey County Road 9, RR 1
Dundalk, ON N0C 1B0



Phone: 519-923-2110
Toll Free: 1-888-560-6607
Fax: 519-923-9262
Web: www.southgate.ca

December 16, 2021

To whom it may concern:

**Re: Resolution of Support – Simcoe County Resolution re: Annual
Emergency Exercise Requirement**

Please be advised that at the December 15, 2021 Regular Meeting of Council, the following motion was carried:

No. 2021-765

Moved By Councillor Dobreen

Seconded By Deputy Mayor Milne

Whereas *Ontario Regulation 380/04: Standards under the Emergency Management and Civil Protection Act* sets the municipal standards for emergency management programs in Ontario and requires municipalities to conduct an annual exercise with their Emergency Control Group in order to evaluate the municipality's emergency response plan and procedures, O. Reg. 380/04, s. 12 (6);

Whereas Emergency Management Ontario previously granted municipalities exemption for the annual exercise requirement when the municipality experienced an actual emergency with documented proof of the municipality actively engaging their emergency management procedures and plan in response to the emergency;

Whereas on August 5, 2021 the Chief, Emergency Management Ontario issued a memo to Community Emergency Management Coordinators stating that effective immediately, the Chief, EMO would no longer be issuing exemptions to the *O. Reg. 380/04* requirement to conduct an annual exercise;

Whereas municipalities experience significant costs and burden to staff resources when faced with the response to an actual emergency and activation of their Emergency Control Group and/or Emergency Operations Centre;

Whereas a municipality's response to an actual emergency is more effective than an exercise in evaluating its emergency response plan and procedures as mandated by O. Reg. 380/04;

Whereas planning, conducting and evaluating an emergency exercise requires

significant time and effort for the Community Emergency Management Coordinator and Municipal Emergency Control Group that is duplicated when the municipality experiences a real emergency;

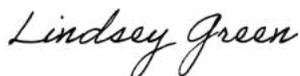
Now Therefore Be It Resolved That the Corporation of the Township of Southgate hereby requests the Province of Ontario to amend *Ontario Regulation 380/04* under the *Emergency Management and Civil Protection Act* to provide an exemption to the annual exercise requirement for municipalities that have activated their Emergency Control Group and/or Emergency Response Plan in response to an actual emergency that year in recognition of the significant resources used to respond to the emergency and the effectiveness of such response in evaluating the municipality's emergency response plan and procedures; and

That a copy of this resolution be forwarded to the Honourable Doug Ford, Premier of Ontario, the Honourable Steve Clark, Minister of Municipal Affairs and Housing, the Honourable Sylvia Jones, Solicitor General, Grey-Bruce MPP Bill Walker, and all other municipalities in Ontario.

Carried

If you have any questions, please contact our office at (519) 923-2110.

Sincerely,



Lindsey Green, Clerk
Township of Southgate

cc: Premier of Ontario Honourable Doug Ford
Minister of Municipal Affairs and Housing Honourable Steve Clark
Solicitor General Honourable Sylvia Jones
Grey Bruce MPP Bill Walker
All Municipalities in Ontario

 Bun



Thursday, 12/17/2021 04:19 PM

To Mayor and Council

I'm writing to you to ask for consideration to have the Community Hall in New Liskeard be renamed the Lawrence "Bun" Eckensviller Community Hall. Mr. Eckensviller was an outstanding member to our community over the years and sat on many committees volunteering his time to serve. Bun was a lifetime member of the Royal Canadian Legion Branch 33 and lead the Pipe and Drum Band. Since the legion is housed in the community hall it would be a wonderful tribute to an amazing man. He served his country during World War II with the Navy with pride. Upon his return home he joined the legion, which has helped our community, through donations of money and time to make it a better place for everyone. He lead the Pipe Band to perform at numerous events put on by the city for decades. I feel that this would be a wonderful tribute to honour this amazing man who I was able to call my friend.

Thank you for your consideration and time.

Kim Campbell



**SOUTH
FRONTENAC**

Office of the Clerk
4432 George St, Box 100
Sydenham ON, K0H 2T0
613-376-3027 Ext 2222
amaddocks@southfrontenac.net

December 20, 2021

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

Dear Premier:

Re: Daylight Savings Time

Please be advised that the Council of the Corporation of the Township of South Frontenac passed the following resolution at their regular meeting held November 16, 2021.

Moved by Mayor Vandewal

Seconded by Councillor Sleeth

That the Council of the Corporation of the Township of South Frontenac support Bill 214 passed by the Legislative Assembly of Ontario in 2020 to make Daylight Saving Time standard time.

And that this resolution be forwarded to the Premier of Ontario, the Premier of Quebec, and all Ontario Municipalities, asking that further discussions with Quebec and New York State take place in order for the Eastern Time Zone to remain at standard time and to discontinue Daylight Savings Time in this zone. Carried.

South Frontenac Council is aware that the Attorney General will only enact the bill in coordination with the Province of Quebec and New York State. We strongly encourage other Ontario municipalities to support this initiative to discontinue the changing of the clocks twice a year.

We look forward to receiving any updates on this matter.

Yours truly

Angela Maddocks
Clerk

c.c. Francois Legault, Premier of Quebec

www.southfrontenac.net

Natural, Vibrant and Growing – a Progressive Rural Leader.

Timiskaming Counts Homeless Enumeration 2021



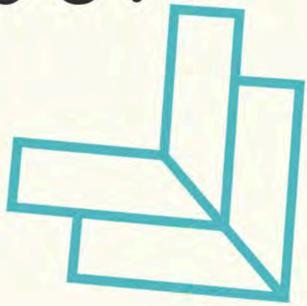
Lyne Labelle - Housing
Services Manager
labellel@dtssab.com

Prepared By:
Michelle Caron - Communications
and Executive Coordinator

Acknowledgments

The DTSSAB would like to thank everyone who assisted in the realization of Timiskaming Counts 2021 Homeless Enumeration

THANK YOU!



The individuals who consented to participate in the enumeration and the collection of their information helped gather valuable information which assists in improving housing programs in our communities

COMMUNITY PARTNERS



Kirkland Lake and Timiskaming OPP



Table of Contents

- 1 Enumeration
- 2 Roles and Responsibilities
- 3 Timeline
- 4 Enumeration Requirements
- 5-6 Enumeration Methods
- 7 Defining Homelessness
- 8 Hidden Homelessness
- 9 District of Timiskaming
- 10 2018 Infographic
- 11 Sample Questions
- 12 Data Points
- 13-21 2021 Results
- 22-25 2021 Summary of Findings



Timiskaming Counts

Homeless Enumeration 2021
Funded by the Ontario Ministry of Municipal
Affairs and Housing

Principles of Enumeration



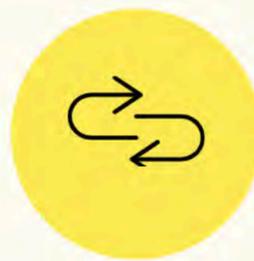
**Outcome
Focused**



People Centred



**Partnership
and
relationship
building**



**More
responsive
systems**



Balance



**Building on
success**

Overview

Timiskaming Counts, an enumeration of the homeless in the District of Timiskaming took place between September 12th - 18th, 2021, funded by the Ontario Ministry of Municipal Affairs and Housing.

The intent of this report is to make the results of the 2021 enumeration public. The data was collected throughout municipalities and rural areas of the Timiskaming district. The participant data is based on self-reporting.

The information within this report may be freely quoted, without asking for authorization, provided the District of Timiskaming Social Services Administration Board is acknowledged as the author of the report.



Roles and Responsibilities

Homeless Enumeration
2021

Ontario Provincial Role

- Establish framework
- Provide support to Service Managers
- Analysis of Enumeration Data
- Sharing of aggregate data
- Coordination between Ministries



Service Manager's Role

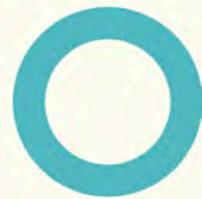
- Community Engagement
- Partnership and Relationship Building
- Development of Enumeration Plan
- Training of Volunteers
- Conduct Enumeration
- Reporting to MMAH on the Results of Enumeration
- Sharing Results with Public



Enumeration Timeline

Homeless Enumeration
2021

Required to submit
an Enumeration Plan
every 2 years starting
in 2017



Enumeration
Plan due
to MMAH
by December
31, 2019

Timeline



Approved
by DTSSAB
Board



Enumeration Requirements

Homeless Enumeration 2021

The Count

A Point-in-time Count is a count of sheltered and unsheltered homeless individuals on a single night. This method is intended to capture numbers and basic demographics of persons experiencing homelessness at a single point in time.

Scope

The Enumeration will count individuals who are:

unsheltered emergency sheltered
provisionally accommodated

The Survey

Collecting information from people experiencing homelessness using a set of standard questions – the goal is to provide information about the characteristics and circumstances of people experiencing homelessness, based on a sample of people willing and able to participate in the survey. Participants must give full consent to take the survey.



Enumeration Methods

Point-in-Time (PIT)

This method counts unsheltered and emergency-sheltered populations. Point-in-Time (PIT) Count data is collected by trained volunteer canvassers who physically locate, count, and collect survey data from people experiencing homelessness. Surveys are also carried out at emergency shelters, violence against women (VAW) shelters, service organizations, and magnet events.

Registry Week

This method is a coordinated, multi-day count of people experiencing homelessness on the streets, in shelters, and in other community-identified spaces frequented by people experiencing homelessness.

It also involves a coordinated outreach and assessment process to collect information and create a list of people experiencing homelessness, by name, starting with the most vulnerable, in order to prioritize access to permanent housing and supports.

The information collected can be used to inform decisions about how best to refer individuals experiencing homelessness to housing resources, as well as to prioritize individuals for accessing rapid re-housing and other supports on a "by-name list"



Enumeration Methods

Period Prevalence Count

This method is a coordinated, multi-day count that captures the incidence of homelessness over a period of time. The PPC method is sometimes preferred in Ontario's rural and Northern areas where people experiencing homelessness are most often hidden and less likely to be visible (on the streets and in shelters).

The PPC method is extended to a full week of data collection, in order to maximize the number of people included. It focusses on accessing people through a variety of service organizations that are likely to be used by people experiencing homelessness such as community meal programs, drop-in centres, bus stations, and emergency shelters.



Defining Homelessness

Homeless Enumeration
2021

Homelessness: The situation of an individual or family without stable, permanent, appropriate housing, or the immediate prospect, means and ability of acquiring it.

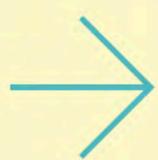
At-Risk of Homelessness: Refers to persons who are not homeless, but whose current economic and/or housing situation is precarious and/or does not meet public health, or safety standards.

Chronic Homelessness: Refers to people, often with disabling conditions (e.g., chronic physical or mental illness, substance abuse problems), who are currently homeless and have been homeless for six months or more in the past year (i.e., have spent more than 180 cumulative nights in a shelter or place not fit for human habitation).



Capturing Hidden Homelessness

Homelessness comes in various different forms, especially in Northern Ontario. Homelessness may be hidden because:



May be living with relatives, friends, strangers as they have no permanent home



May not identify as "homeless" and/or may not access services



The individuals may be difficult to identify



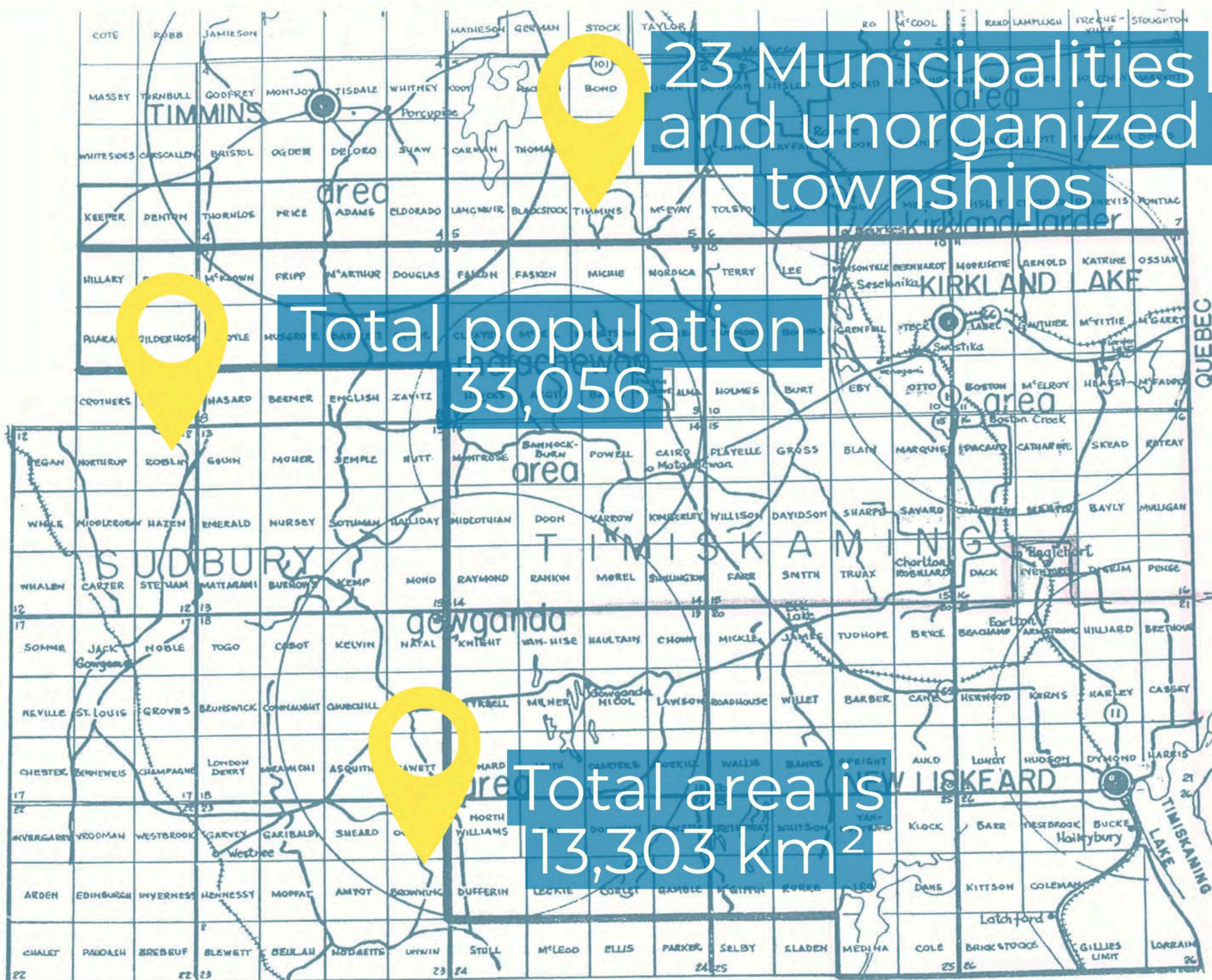
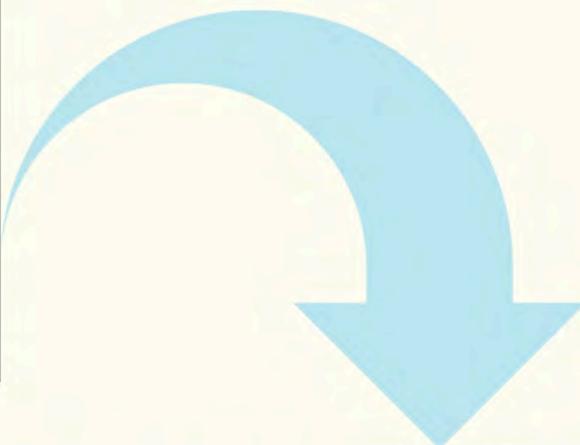
District of Timiskaming
Social Services Administration Board
Conseil d'administration des services
sociaux du district de Timiskaming

For further information contact
timiskamingcounts@dtssab.com
or call 705-567-9366 ext. 3247



The District of Timiskaming

**SERVICE AREA OF THE
DISTRICT OF TIMISKAMING
SOCIAL SERVICES
ADMINISTRATION BOARD**

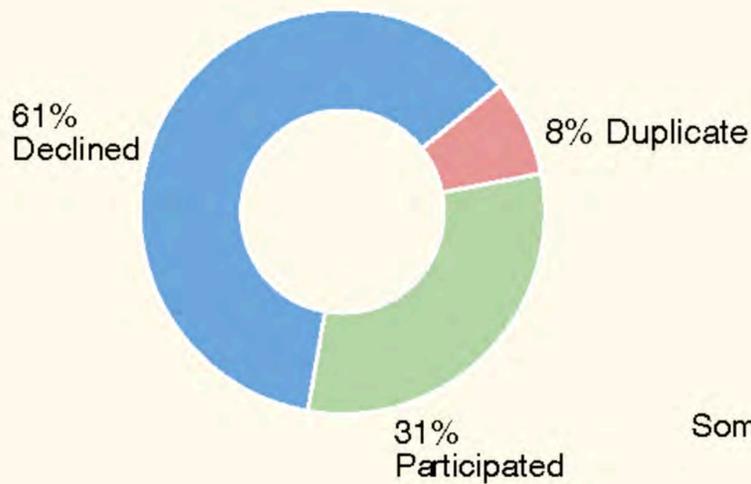


2018 Infographic

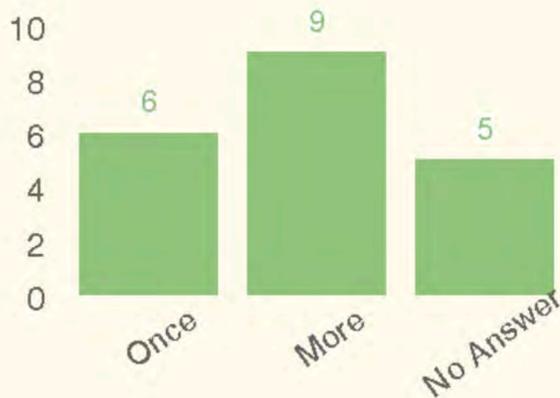
Timiskaming Counts 2018 HOMELESS ENUMERATION

SURVEY

65 Participants were identified for survey, 20 agreed.



TIMES HOMELESS THIS YEAR



HEALTH

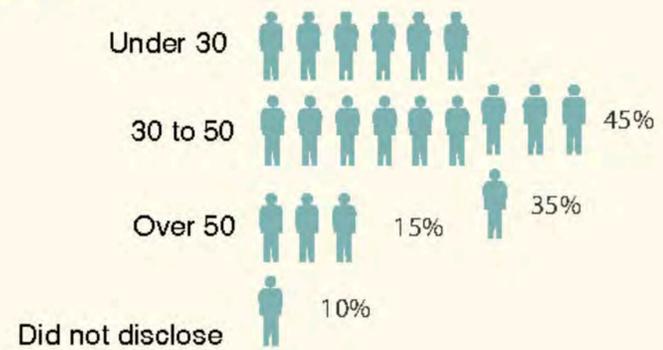


75% of people reported that their lives are impacted by mental health and/or addiction

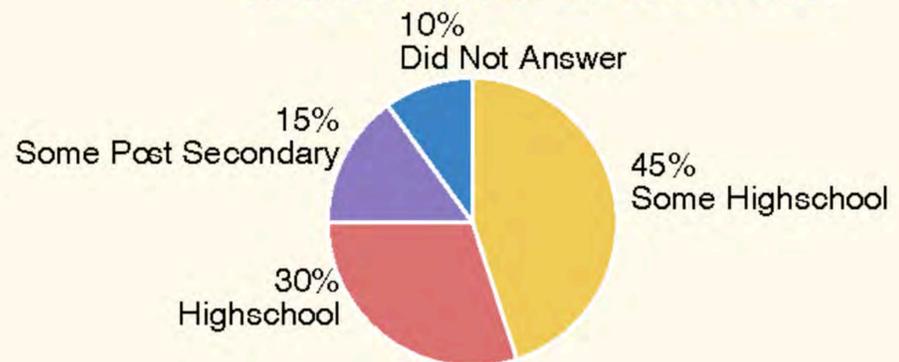


82 HOUSEHOLDS
The CHPI, Homelessness Prevention program assisted 82 households between January and February. 43 households were identified as homeless. 39 were identified as at risk of becoming homeless unless assistance was given.

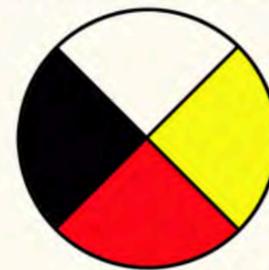
AGE



HIGHEST LEVEL OF EDUCATION



INDIGENOUS ANCESTRY



45% reported having Indigenous Ancestry

CAUSES



65% of people reported that they lost their housing as a result of conflict and abuse

BARRIERS



45% of people reported that rent is too high
55% of people reported that their income is too low.



Sample of Survey Questions

**How old are you?
OR What year were
you born? (If unsure,
ask for best estimate)**

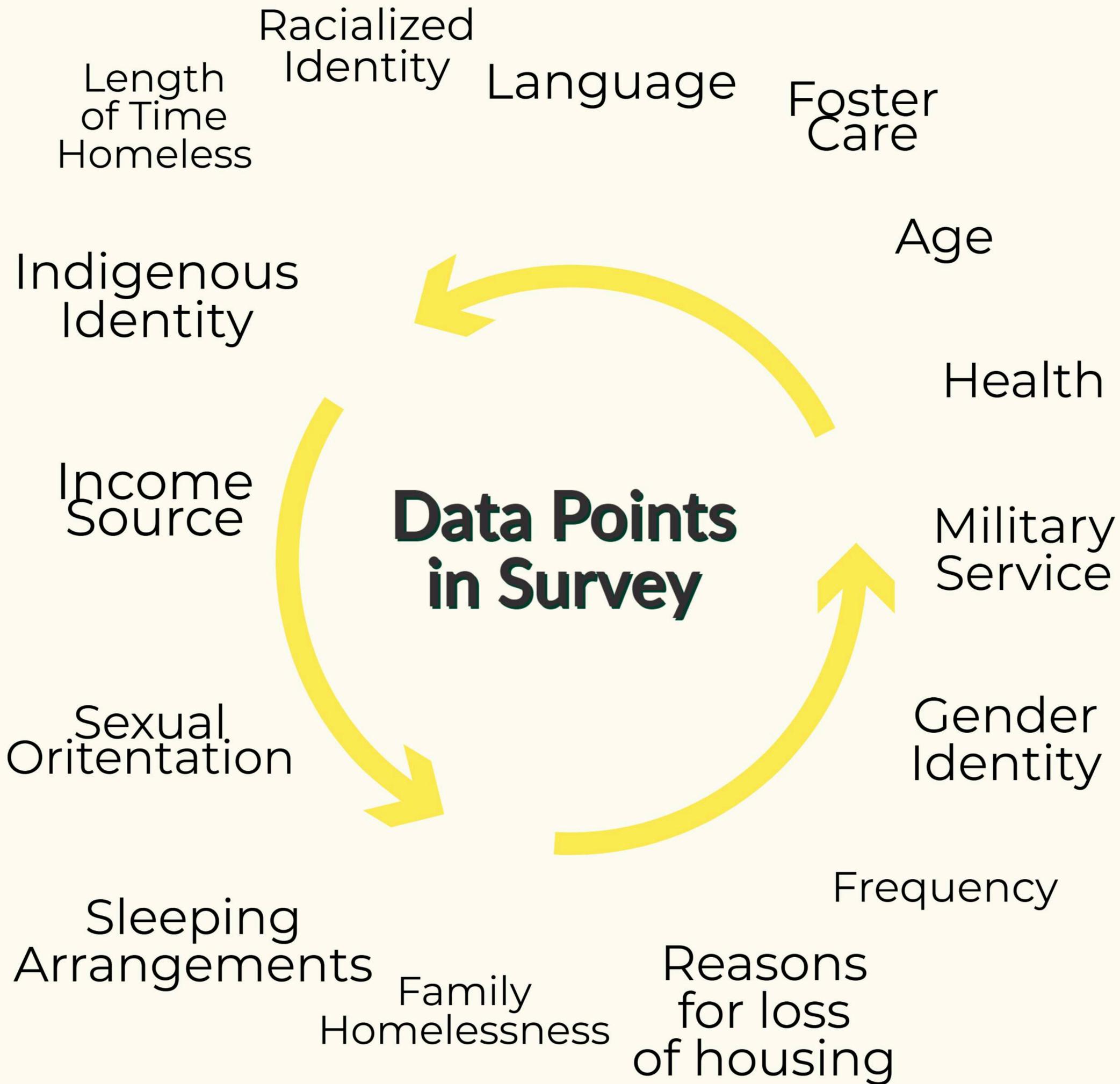
**What family members
are with you? (Indicate
survey members for
adults)**

**How old were you
the first time you
experienced
homelessness?**

**In total, how many
different times have
you been homeless
over the past year?**



Data Points



2021 Results

Homeless Enumeration 2021



of Surveys
Completed

53 participants
identified



5 declined



1 duplicate



= 47 homeless
participants

The survey was comprised of 37 core questions mandated by the Provincial and Federal Governments for consistency. There is no way to know who may have completed a survey in a different location on a different day, leaving the opportunity for duplication of data and thus potentially incorrect data. Respondents could and, in some cases, did complete multiple surveys at different community partner locations. To maintain data integrity, participants were required to provide a unique identifier, allowing for de-duplication of data without the participant needing to provide identifying information, such as their name. The identifier required included the first 2 letters of their first name, the first 2 letters of their last name and the year of their birth.

We have surveyed 53 homeless participants throughout both municipalities. Our community partners tallied 5 individuals who declined to participate in the survey and 1 survey was a duplicate. All statistics in this report represent information collected from these 47 participants, unless stated otherwise.

While completing these surveys, participants were allowed to decline to answer any question or refuse to finish the survey. The “decline to answer” responses have been included in the written report and in the figures.

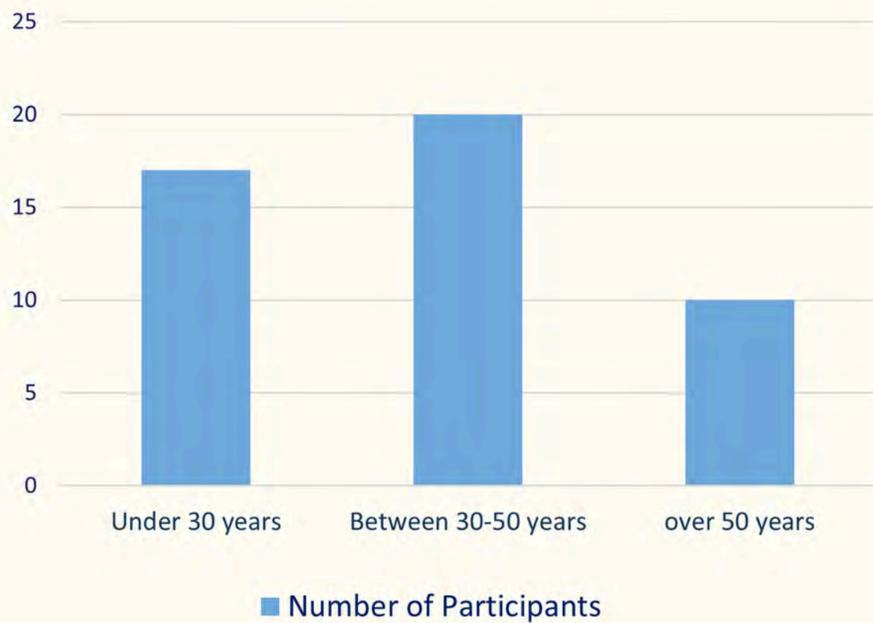
The following section represents the data gathered from participants of the enumeration survey.



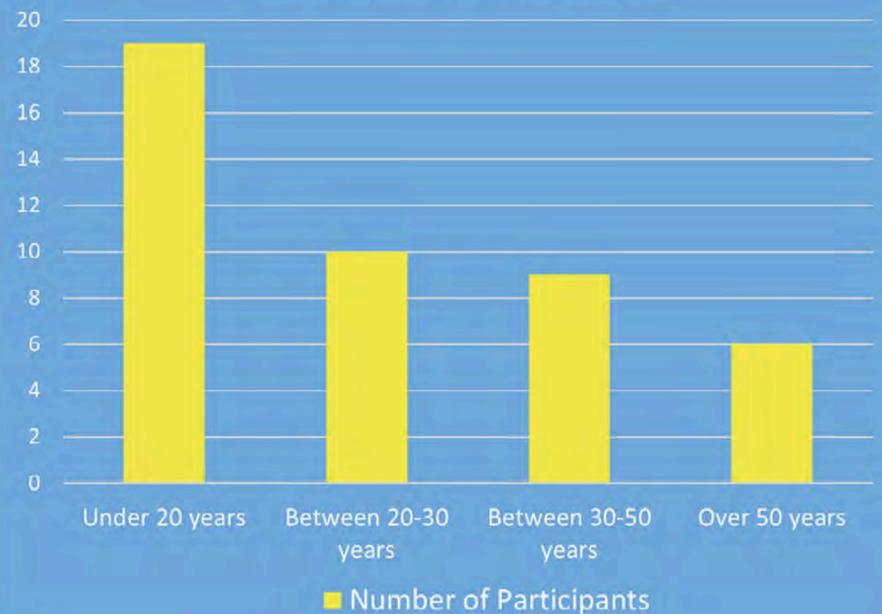
2021 Results

Participant's Age and when they First Experienced Homelessness

Participant's Current Age



Participant's age the first time they experienced homelessness



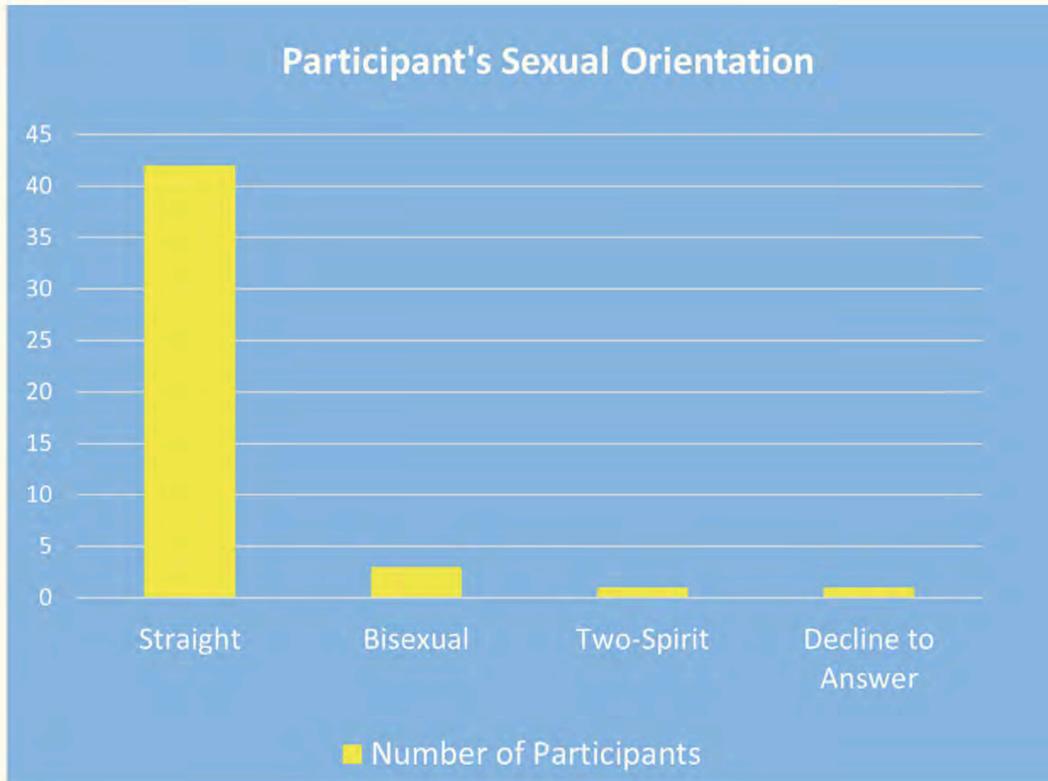
Participant's age range was between ages 18-61 years old. Out of all participants, 17 (or 36% of participants) were under 30 years of age, 20 (43%) were between 30-50 years old, and 10 (21%) were over 50 years old. Note that out of the 17 participants who were under the age of 30, 6 were youths (below 24 years of age)

Participants were asked their age the first time they experienced homelessness. 19 (or 40% of participants) experienced homelessness before they were 20 years old, 10 (21%) between the ages of 20-30, 9 (19%) between the ages of 30-50, 6 (13%) after the age of 50, and 3 (7%) participants declined to answer.

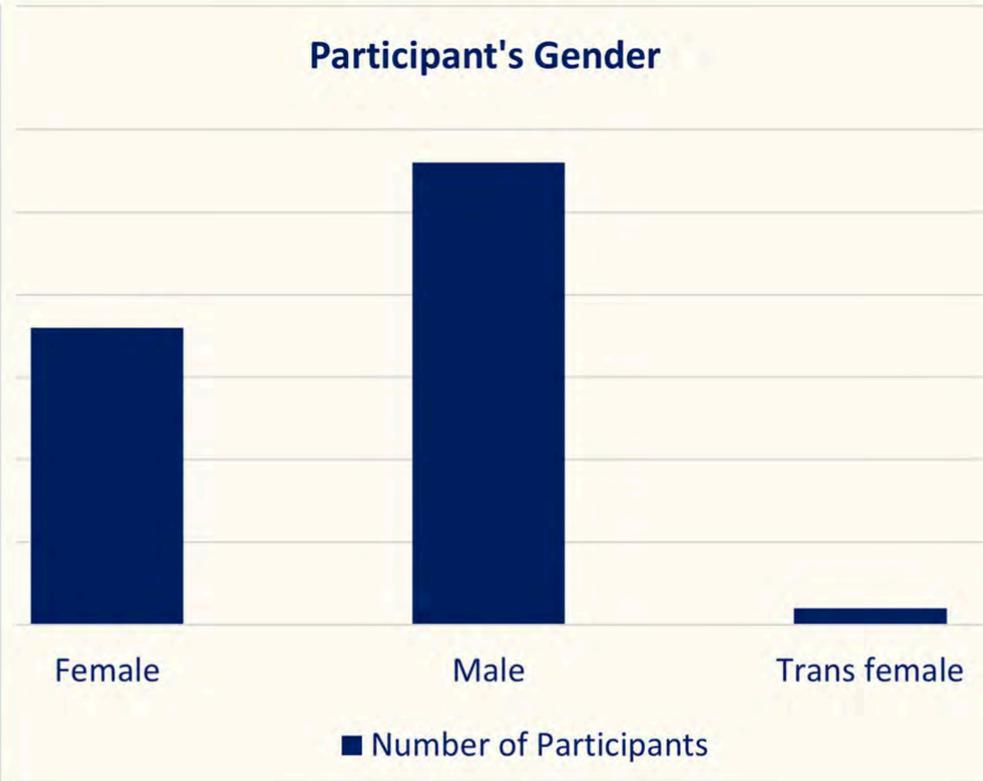


2021 Results

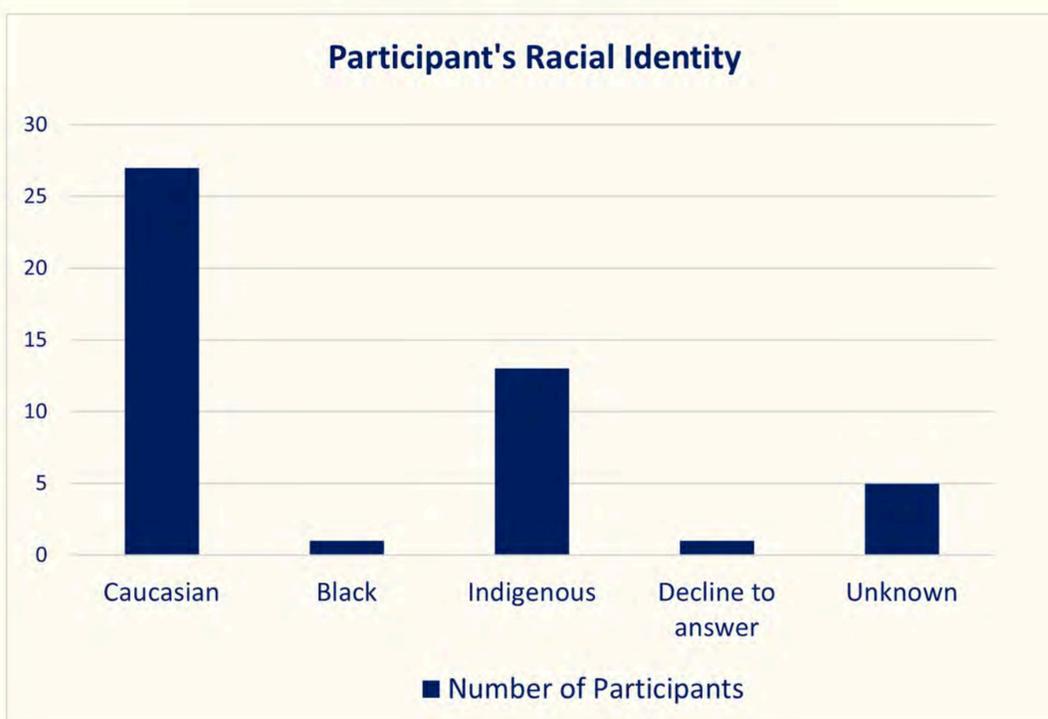
Gender, Sexual Identity and Racial Identity



42 (or 89%) of participants identified as straight, 3 identified as bisexual, 1 identified as two-spirit, and 1 declined to answer (Figure 5).



18 (or 38%) of participants in the enumeration were female, 28 (or 60%) of participants were male, and 1 identified as trans female.



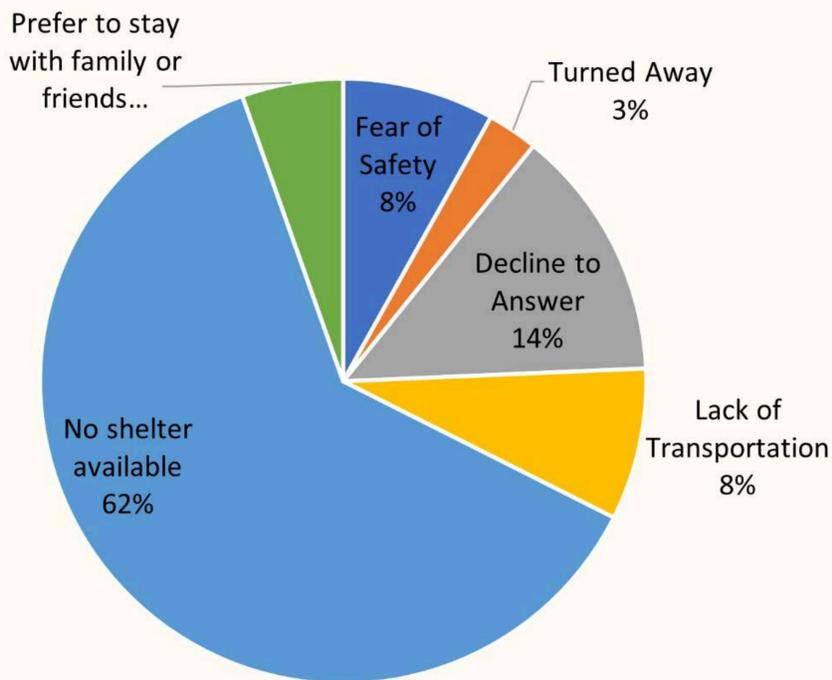
This question asked participants about their racial identity. 13 (or 28%) identified as being of Indigenous or Aboriginal ancestry, 27 (or 57%) identified as strictly white (Canadian-European), 1 identified as Black or African Canadian, 5 didn't know what race they were and 1 participant declined to answer.



2021 Results

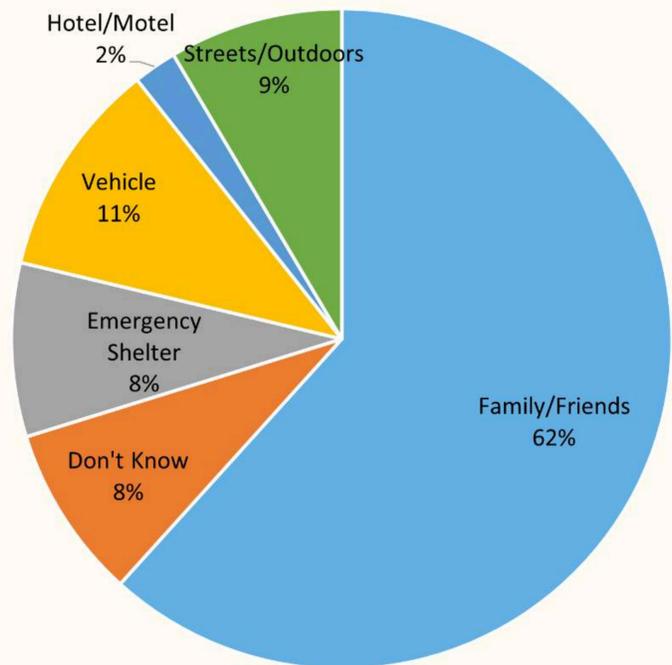
Residency Status

Participant's reasons for not staying in a shelter



Out of the people who had not stayed in an emergency shelter and gave a reason why, 5% said it's because they had family/friends they preferred to stay with, 8% said they feared for their safety, 3% were turned away, 8% said it's because of lack of transportation, 14% declined to answer and 62% said it's because there was no shelter available in the community.

Where did participants stay the night?

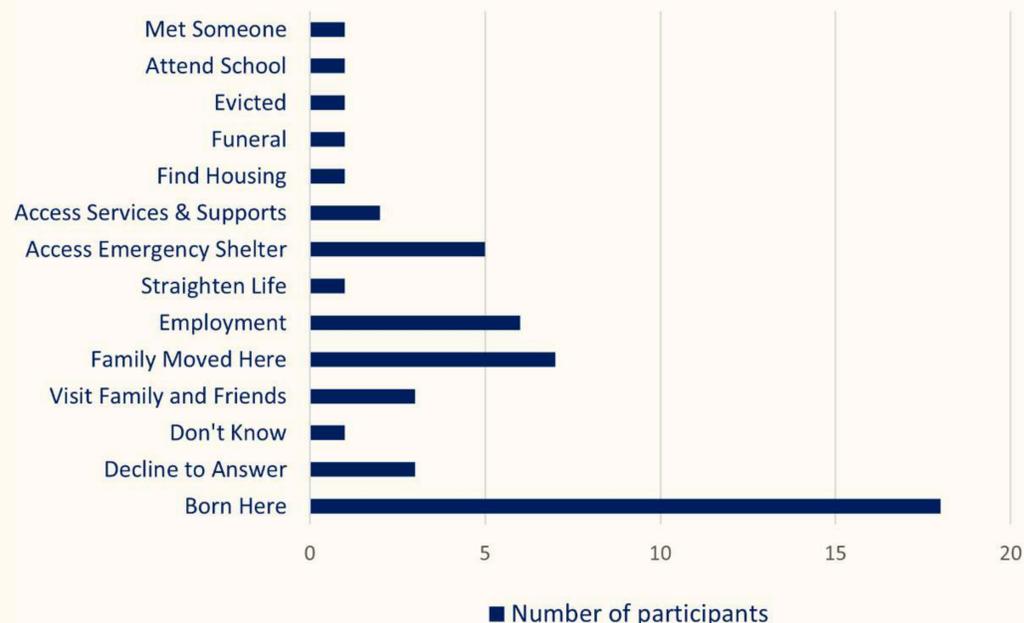


Out of all participants, 4 did not know where they were spending the night, 29 were staying at someone else's place (friend or family), 4 were staying in emergency shelters, 5 were staying in vehicles, 1 was staying in a motel, and 4 were staying on the streets/outdoors. Note that this information is largely influenced by the fact that half of our surveys came from the Pavilion Women's Shelter, which is an domestic violence shelter for Women in Temiskaming Shores



2021 Results

Residency



Reason for moving to community	Participants
Visit Family and Friends	3
Family Moved Here	7
Employment	6
Straighten Life	1
Access Emergency Shelter	5
Access Services & Supports	2
Find Housing	1
Funeral	1
Evicted	1
Attend School	1
Met Someone	1

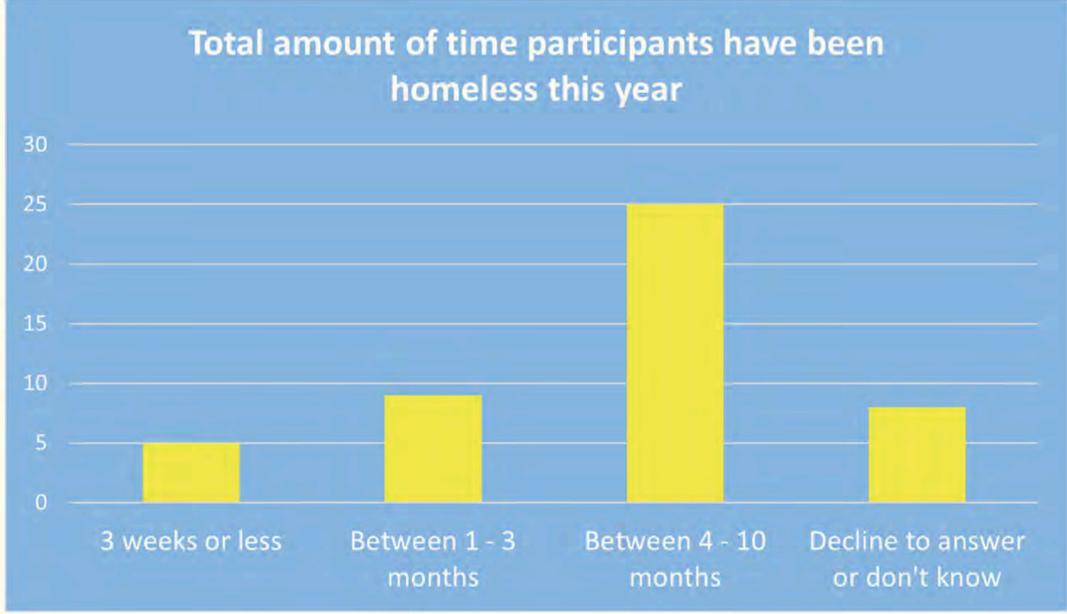
When participants were asked how long they had lived in the District, 18 said that they had always lived here, 7 people said that they have lived here for under one year, 16 people said they have lived here over one year, 3 people declined to answer, and 3 people said they did not know how long they have lived here. From the 26 participants who have moved here from outside the District, 11 said they came from areas in Southern Ontario, 8 came from areas in Northern Ontario, 3 came from out of the Province, 1 declined to answer and 3 did not know where they lived before.

Above are the reasons participants gave for moving into the area.. Note that the responses in Table 2 only come from participants who have moved to these communities. Note also that participants may give more than one reason for moving.



2021 Results

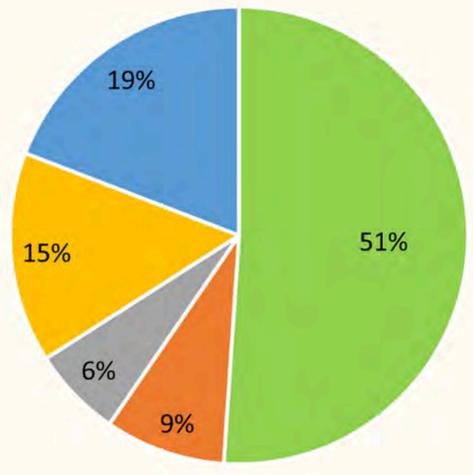
Chronicity of Homelessness and Barriers



In the past year, 5 individuals have been homeless for 3 weeks or less, 9 have been homeless from between 1 month-3 months, 25 have been homeless between 4 months-10 months and 8 declined to answer or did not know.

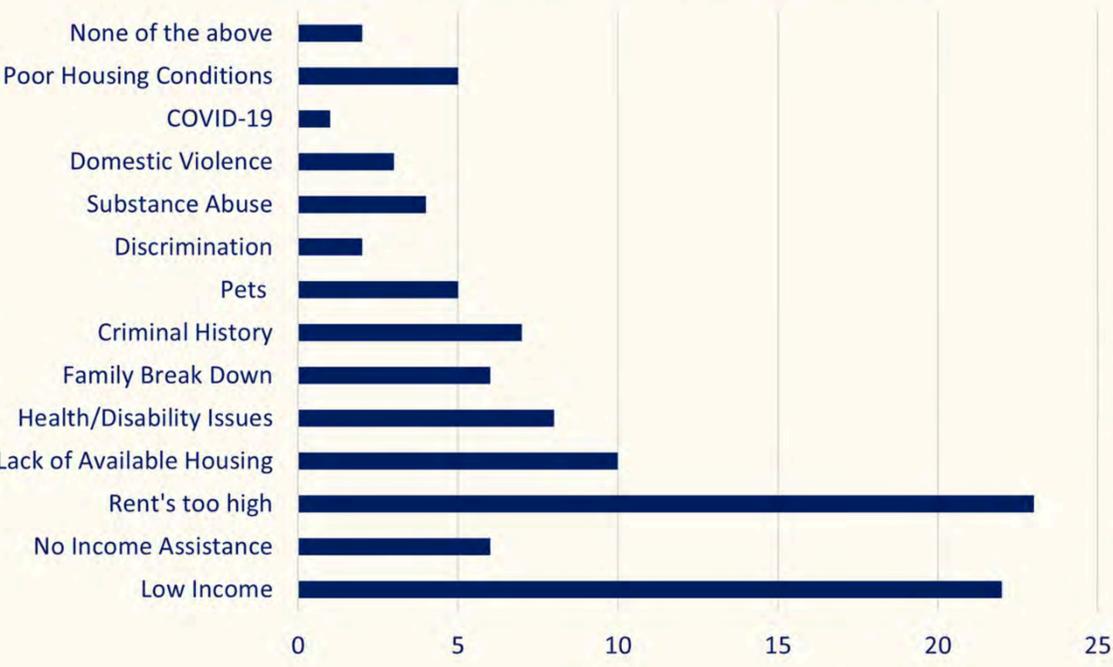
No. of times participants have been homeless this year

One time Two times Three times More than 3 times Don't know



Out of all participants, 24 said this was the only time they were homeless this year, 14 said they had been homeless more than once this year and 9 declined to answer or did not know.

Identified Factors Barring Ability to Obtain Housing



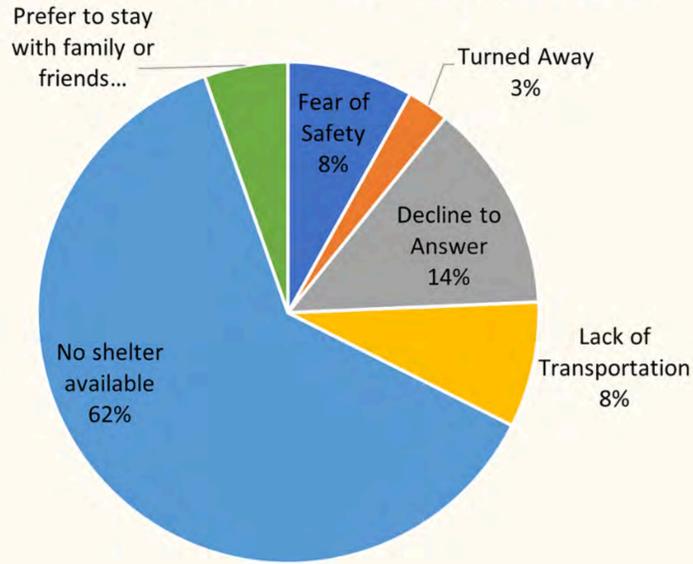
These statistics show there are multiple barriers that are keeping homeless individuals from finding housing. Low income and the cost of rent being too high were the number one barriers to accessing housing noted by participants. Note also that 10 participants stated a barrier was an accessibility issue which coincides with findings we have made in our district in the past years.



2021 Results

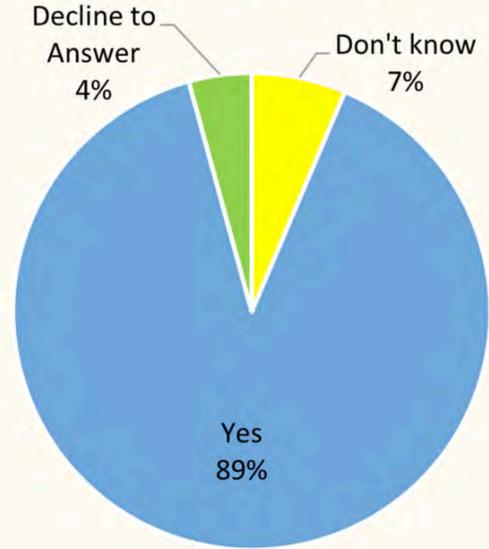
Cause of Loss of Housing

Participant's reasons for not staying in a shelter



Out of the people who had not stayed in an emergency shelter and gave a reason why, 5% said it's because they had family/friends they preferred to stay with, 8% said they feared for their safety, 3% were turned away, 8% said it's because of lack of transportation, 14% declined to answer and 62% said it's because there was no shelter available in the community.

Participant's responses when asked if they want to obtain housing

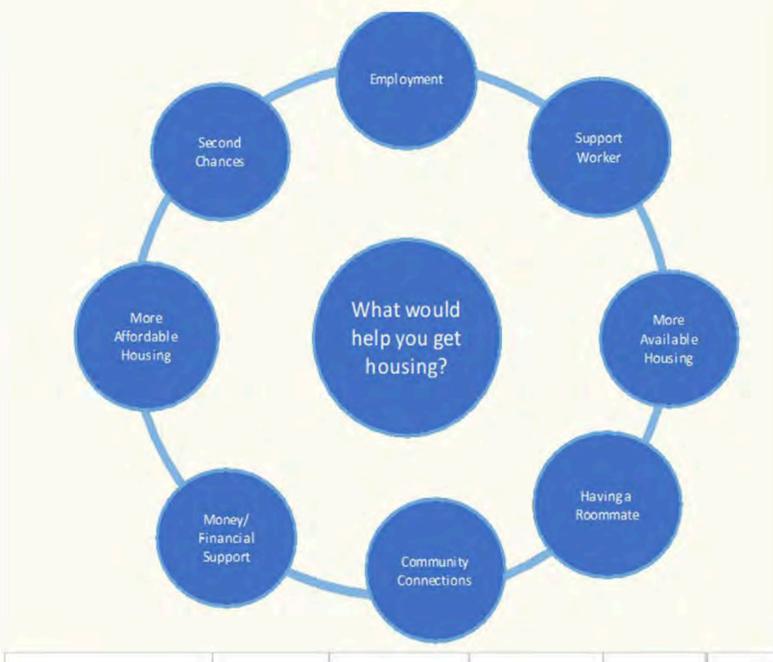


Out of all participants, 42 answered that yes, they would like to find housing, 3 said they didn't know if they wanted to find a home, and 2 declined to answer.

Participant's reason for loss of housing recently

Table 3	
Causes for losing housing	Participants
Job loss	4
House sold/Eviction	9
Unsafe housing conditions	4
Abused by spouse/partner	5
Conflict with spouse/partner	8
Conflict with parent/guardian	1
Addiction/Substance Abuse	4
Illness/Medical Condition	4
Unable to pay rent/mortgage	8
Family break down	1
Incarceration (Jail/Prison)	1
COVID-19	1
Other/Unknown	4

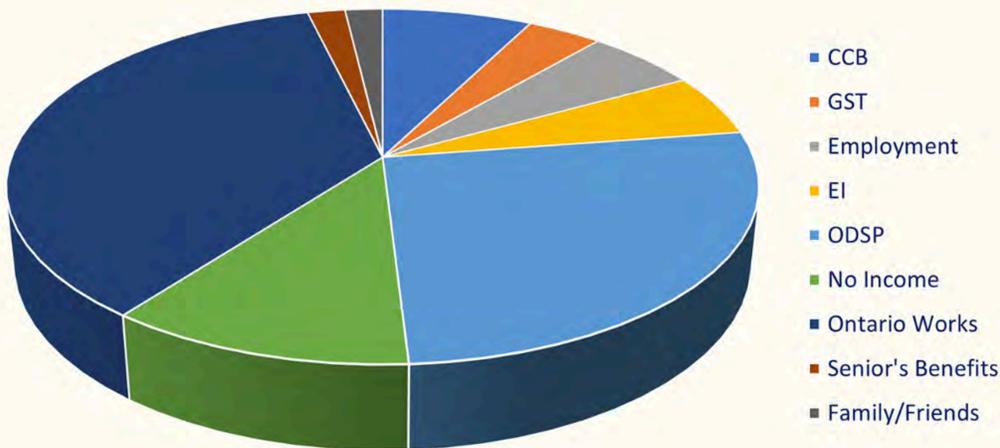
Participants have noted the reason(s) for losing their housing most recently. Note that participants may have more than one cause for losing their housing



2021 Results

Sources of Income and Level of Education

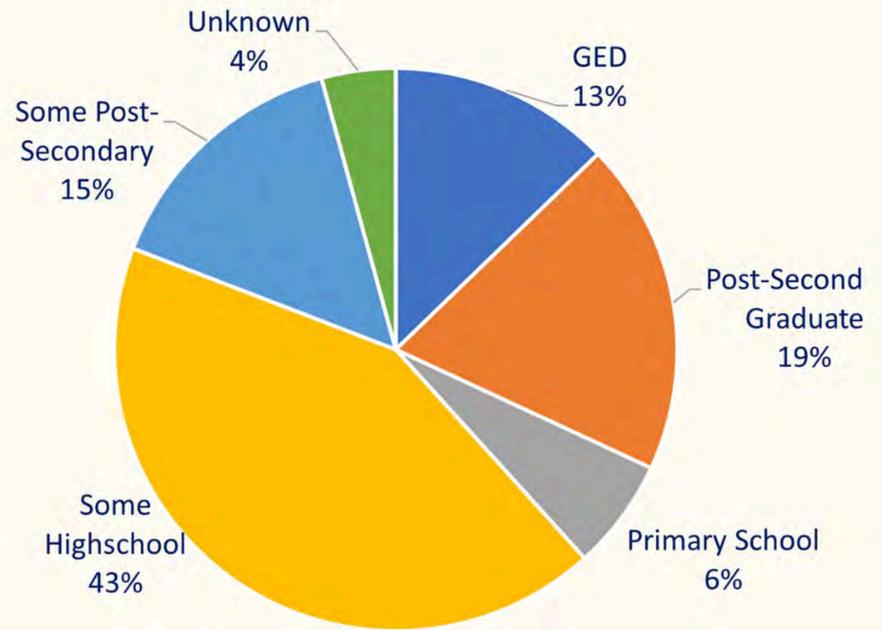
Participant's Sources of Income



Participants answered their source of income. Note that participants were able to respond with more than one source of income.

- CCB 4
- GST 2
- Employment 3
- EI 3
- ODSP 14
- No Income 6
- Ontario Works 19
- Senior's Benefits 1
- Family/Friends 1

Participant's Highest Level of Education



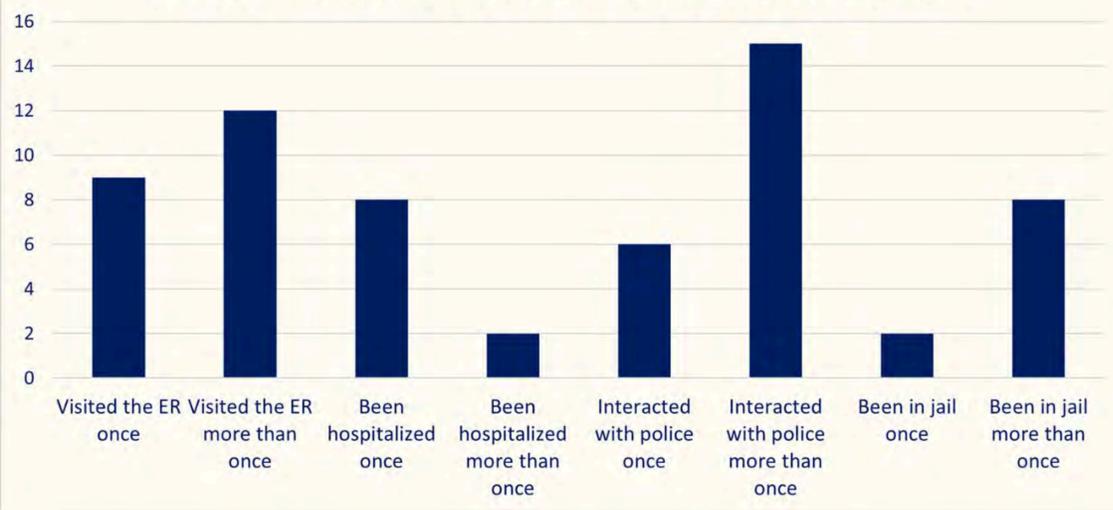
Participants answered a question regarding the highest level of education they have completed. Out of all participants, 3 completed some primary school, 20 completed some high school, 6 graduated highschool, 7 have done some post-secondary, 9 graduated post-secondary, and 2 declined to answer this question (Figure 9). Our findings reveal that 53% of participants have not obtained a high school diploma.



2021 Results

Service Interactions

Services and interactions participants have had in the last 12 months



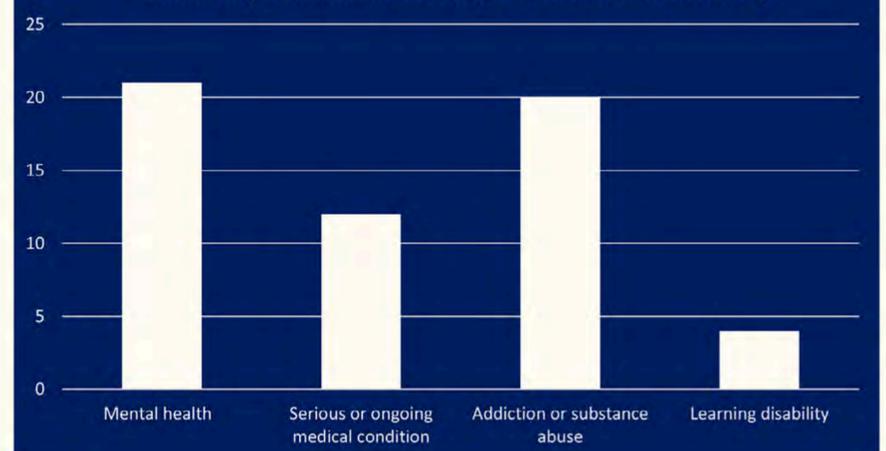
We asked participants to note the services they accessed or interactions they have had in the last twelve months and provide the amount of times they have accessed these services. Out of all the participants, 9 have visited the emergency room once, 12 have visited the emergency room multiple times, 8 participants have been hospitalized once, 2 participants have been hospitalized multiple times, 6 participants interacted with police once, 15 participants interacted with police multiple times, 2 participant were in jail once, and 8 participants were in jail multiple times. Note that interactions with the police can be anything from tickets, arrests, searches etc. and information regarding the interactions was not collected.

Table 6

Services accessed	Number of participants
Mental health	21
Serious or ongoing medical condition	12
Addiction or substance abuse	20
Learning disability	4

Many participants have identified their conditions and afflictions but not all are accessing services for them. The data on services accessed by participants can be found below in Table 6.

Amount of participants receiving services for the following



Out of the people who had not stayed in an emergency shelter and gave a reason why, 5% said it's because they had family/friends they preferred to stay with, 8% said they feared for their safety, 3% were turned away, 8% said it's because of lack of transportation, 14% declined to answer and 62% said it's because there was no shelter available in the community.



2021 - Summary of Findings

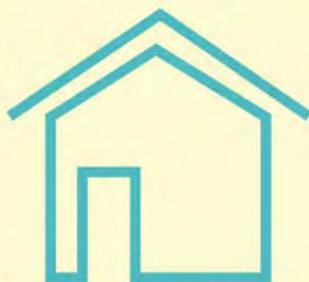
Homeless Enumeration 2021

Youth Homelessness



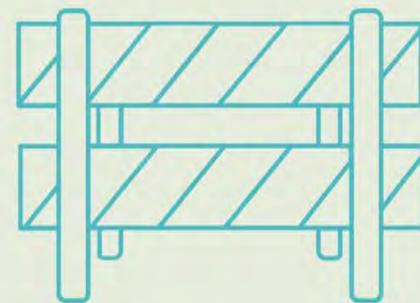
6 of the 47 participants identified as homeless were under 24 years of age. The high rate of youth and adolescent homelessness is an indication for the need to be more involved with the schools in the District.

Loss of Housing



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

Barriers to Housing



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

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



2021 - Summary of Findings

Homeless Enumeration 2021

Level of Education and Securing Employment



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

Health



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

Mental Health and Addictions



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

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



2021 - Summary of Findings

Homeless Enumeration 2021

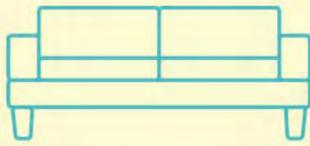
Shelters

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



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

Hidden Homelessness



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

Indigenous Homelessness



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



Timiskaming Counts 2021

Homeless Enumeration



September 2021 in the District of Timiskaming



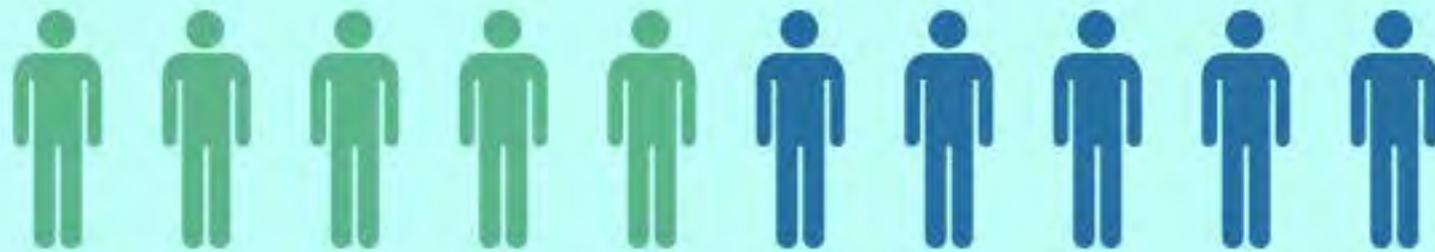
47 participants

40 participants were under the age of 20 - 21% were between the ages of 20-30 - 38% were born in the District



Physical and Mental Health

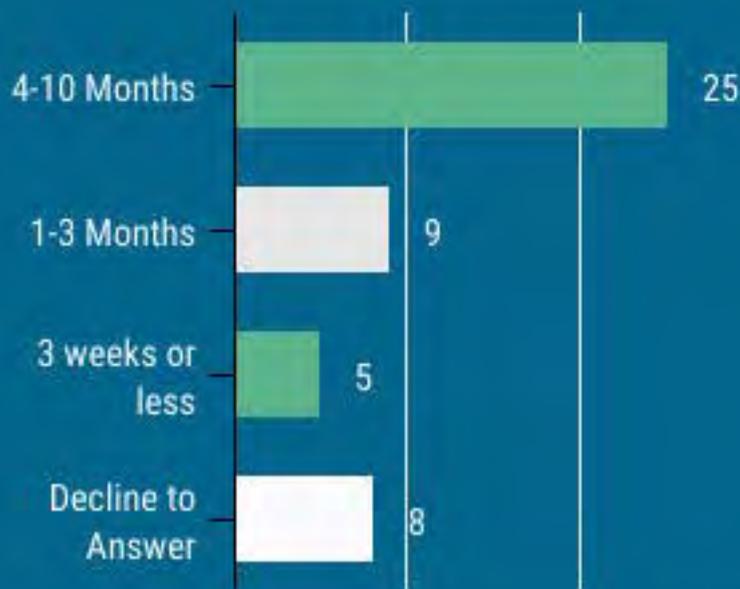
60% - Mental health and addictions
30% Physical Disability
38% Medical Condition



23/47

identified as having Indigenous ancestry

Length of Time Experiencing Homelessness



In the past year

12

Had been to ER more than once



8

Had been hospitalized

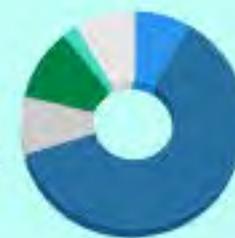
62%

Could not stay in a shelter because there was none available

Level of Education



Location they were staying the night



- GED
- Some Post Secondary
- Post-Secondary
- Primary
- Highschool
- Unknown
- Did not know
- Motel
- Couch surfing
- Outdoors
- Emergency Shelter
- In vehicle



Top Three Reported Barriers to Housing

1. 49% Rent is too high
2. 47% Low income
3. 21% Lack of available housing



Top Three Causes of Homelessness

1. House sold/eviction
2. Unable to pay rent/mortgage
3. Conflict with spouse/partner



Top Three Sources of Income

1. OW
2. ODSP
3. No Income



Services Accessed

- 45% Mental Health
- 42% Addictions
- 26% Ongoing serious medical condition
- 9% Learning Disability



Institutional Interactions in the Past Year

- 32% have had multiple interactions with the police
- 26% have attend ER more than once this year.



Top Three Reasons for coming to District

1. Born here
2. Family moved here
3. Employment



Annual Report 2021

Reporting for: Halleybury Food Bank

For these program types: Food Bank

With dates between 2021 January 1st and 2021 December 31st

For information on how reports are calculated see the Report Basics Document (<https://link2feed.atlassian.net/wiki/spaces/L2FISM/pages/902168624/Report+Basics>) and Report Definitions Document (<https://link2feed.atlassian.net/wiki/spaces/L2FISM/pages/902987850/Report+Definitions+Household+Client+Partner+Individuals+Adult+Child>)

QB1a: Unique Individuals Served - Childrens Ages					
	0-2 Years	3-5 Years	6-11 Years	12-17 Years	Total
Children by Age	10	11	20	17	58

QB1a: Unique Individuals Served - Adults Ages					
	18-30 Years	31-44 Years	45-64 Years	65+ Years	Total
Adults by Age	42	37	62	14	155

QB1b: Individuals: New vs. Existing (Unique)			
	Existing	New	Total
Network	161	52	213

QB1c: Unique Individuals Served			
	Adults (18+)	Children (Under 18)	Total
Unique Individuals	155	58	213

QB2: Household Demographics					
Gender	Women	Men			Total
Adults (18+)	81	74			155
Anonymous Individuals (18+)	0	0			0
Total	81	74			155
Post Secondary Student	Post Secondary - No	Post Secondary - Yes			Total
Adults (18+)	145	10			155
Anonymous Individuals (18+)	0	0			0
Total	145	10			155
In Canada 10 Years or Less	Didn't Ask	Don't Know	No	Total	
Adults (18+)	46	6	103	155	
Anonymous Individuals (18+)	0	0	0	0	
Total	46	6	103	155	
Ethnicity	Didn't Ask	Don't Know	Indigenous	White	Total
Adults (18+)	112	24	25	8	169
Anonymous Individuals (18+)	0	0	0	0	0
Total	112	24	25	8	169
Persons with Disability	Didn't Ask	Don't Know	No	Yes	Total
Adults (18+)	47	8	46	54	155
Anonymous Individuals (18+)	0	0	0	0	0
Total	47	8	46	54	155

QB3: Visits to Your Hamper Program			
	Adults (18+)	Children (Under 18)	Total
Total Individuals	778	215	993

QC1: Household Types							
	Single Parent/Guardian	Two Parent/Guardian	Couple with no Children	Single People	Other	Undisclosed	Total
Anonymous Households	0	0	0	0	0	0	0
Households	15	15	19	40	9	1	99
Total	15	15	19	40	9	1	99

QC2: Household Primary Income

	Employment Income	Employment Insurance Income	Social Assistance (Welfare)	Disability Related Benefits	Old Age Pension	Student Loan/Scholarships	Canada Child Benefits	Other	No Income	Canada Recovery Benefit (CRB)	Canada Recovery Sickness Benefit (CRSB)	Canada Recovery Caregiving Benefit (CRCB)	Undisclosed	Unknown	Total
Households Served	5	2	15	45	12	0	0	8	12	0	0	0	0	0	99

QC3: Housing Status

	Band Owned	Emergency Shelter	On The Street	Own Home	Private Rental	Rooming House	Social Rental Housing	With Family / Friends	Group Home/Youth Shelter	Other	Didn't Ask	Prefer Not to Answer	Don't Know	Total
Households	0	0	3	13	76	0	3	2	0	1	1	0	0	99

QC4: Visit Reason

	Cost of Housing (Rent, Mortgage)	Cost of Utilities (Hydro, Heat, Gas, Water)	Cost of Food	Delayed Wages	Low Wages/Not Enough Hours	Unemployed / Recently Lost Job	Benefit / Social Assistance Changes	Relocation (Immigration/Moving)	Unexpected Expense	Sickness / Medical Expenses	Debt	Natural Disaster	Family Breakup	Didn't Ask	Prefer Not to Answer	Don't Know	Other
Halleybury Food Bank	10	10	10	0	0	2	0	0	0	0	0	0	0	0	0	0	490

QD1: Individual Meals/Snacks

There were no results from the report.

Total Households Served

	Results	Total
Anonymous Households Served	0	0
Households Served	99	99
Total	99	99

REVIEW

Review of Proposed Insect Pest Management Program for Abitibi River, Gordon Cosens, Pineland, Romeo Malette and Timiskaming Forests

The Ontario Ministry of Northern Development, Mines, Natural Resources and Forestry (NDMNRF) invites you to review, and comment on, the proposed insect pest management program and draft project proposals for specific aerial insecticide project to control the spruce budworm infestation on the **Abitibi River, Gordon Cosens, Pineland, Romeo Malette and Timiskaming Forests** in Chapleau, Cochrane, Hearst, Kirkland Lake and Timmins Districts. Based upon the analysis of the available insect pest management options, the NDMNRF is proposing a course of action that includes aerial spraying of insecticide on selected forest stands.

The Information Forum related to the review of the proposed insect pest management program will be held via individual or group remote meetings which may be arranged by contacting NERbudworm@ontario.ca during the review period.

Remote meetings with representatives of the interdisciplinary team that developed the insect pest management program can also be requested at any time during the review period. Reasonable opportunities to remotely meet the program development team members during non-business hours will be provided upon request. If you require more information or wish to discuss your interests with a program development member, please contact NERbudworm@ontario.ca.

How to Get Involved

To facilitate your review, the following information can be obtained electronically on the Natural Resources Information Portal at <https://nrp.mnr.gov.on.ca/s/fmp-online>:

In addition to the most current versions of the information and maps which were available at Stage One of public consultation, the following information and maps will be available:

- insect infestation information and population forecasts;
- a portrayal of areas eligible for insect pest management;
- the current version of values information for the affected management unit(s) in the NDMNRF district(s);
- the evaluation of management options;
- the selected course of action, with reasons;
- draft project proposals for specific aerial insecticide projects, and associated information products (e.g., maps); and
- the results of the district insect pest management program for the same insect species in the previous year (if any)

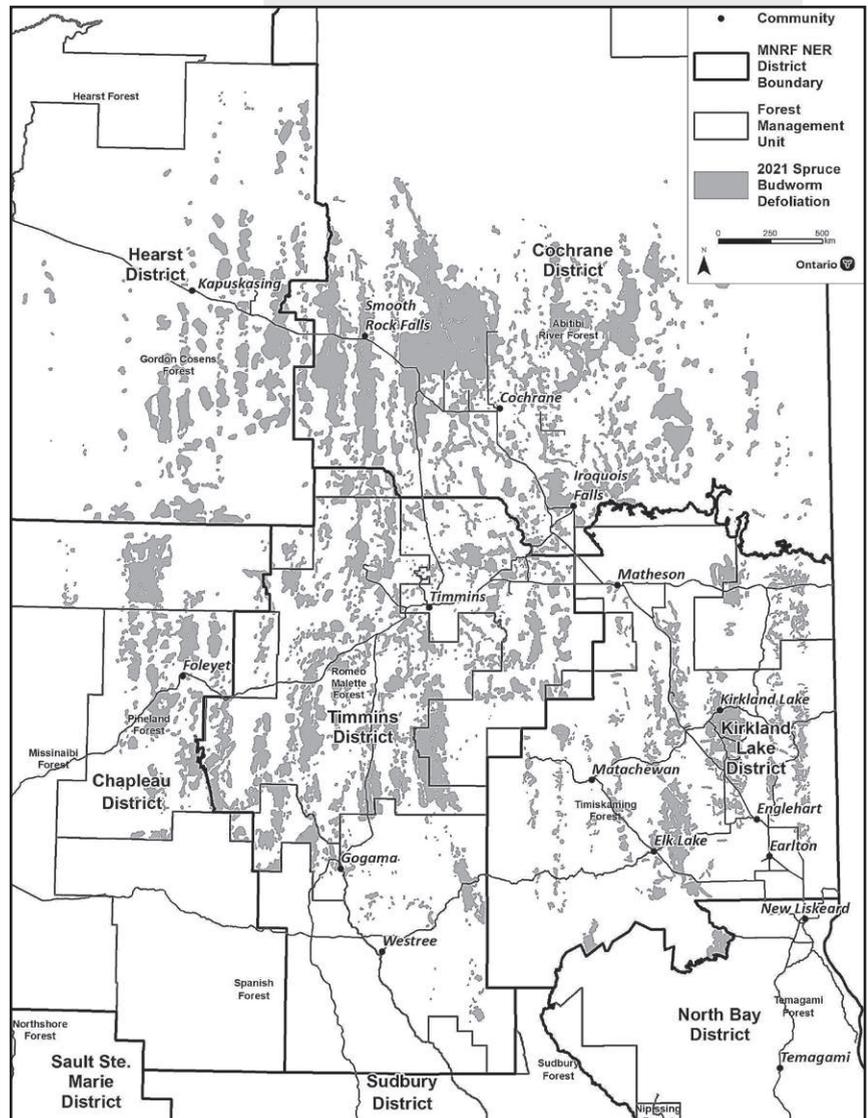
Comments on the proposed insect pest management program and associated project proposals must be received by NDMNRF by **February 8, 2022**.

For more information on the Insect Pest Management Program, please contact NERbudworm@ontario.ca.

During the planning process there is an opportunity to make a written request to seek resolution of issues with the NDMNRF District Manager or the Regional Director using a process described in the *2020 Forest Management Planning Manual (Part D, Section 7.5.4)*. The last day to request issue resolution is **February 23, 2022**.

The Ministry of Northern Development, Mines, Natural Resources and Forestry (NDMNRF) is collecting your personal information and comments under the authority provided by the Forest Management Planning Manual, 2020 approved by regulation under Section 68 of the *Crown Forest Sustainability Act, 1994*. Any personal information you provide (home and/or email address, name, telephone number, etc.) may be used and shared between NDMNRF and/or the sustainable forest licensee to contact you regarding comments submitted. Your comments will become part of the public consultation process and may be shared with the general public. Your personal information may also be used by the NDMNRF to send you further information related to this forest management planning exercise. If you have questions about the use of your personal information, please contact NERbudworm@ontario.ca.

Renseignements en français : NERbudworm@ontario.ca.





January 11th, 2022

Member Municipalities and TWOMO

RE: DTSSAB 2022 Board Meeting Schedule and Budget Proposal Date

Further to the DTSSAB's commitment to frequent and transparent communications with member municipalities and TWOMO, please find attached the DTSSAB's 2022 Board Meeting Schedule. The Agenda and Minutes from past meetings can be found on our website at: www.dtssab.com/board-meetings.

NOTICE: The DTSSAB will be presenting it's final 2022 DTSSAB Budget for Board approval during the meeting of February 16th, 2022, at 5:30 p.m. via the online platform of Zoom. Should you wish to attend, please contact Michelle Caron at caronm@dtssab.com.

We look forward to increased communication and collaboration opportunities with our member municipalities, TWOMO, and community partners in 2022 as we work together in supporting the Timiskaming District. To receive the most current information about ongoing programs and initiatives you are invited to visit our website www.dtssab.com and follow us on Facebook, Instagram, and Twitter.

Should you have any questions or concerns, please contact Chief Administrative Officer, Kelly Black.

Sincerely,

Attachment; 1

Chief Administrative Officer
Kelly Black
blackk@dtssab.com
Tel: 705-567-9366 ext. 3253

Communications and Executive Coordinator
Michelle Caron
caronm@dtssab.com
Tel: 705-647-7447 ext. 2241

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1-800-627-2944
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Kirkland Lake ON P2N 3H7

Phone/Tél: 705-567-9366
1-888-544-5555
Fax/Télé: 705-567-9492



2022 BOARD MEETING SCHEDULE

Date	Time	Location	Business
January 19, 2022	5:30 pm	Via Zoom Videoconference	Regular Scheduled Meeting
February 16, 2022	5:30 pm	Via Zoom Videoconference	Regular Scheduled Meeting
March 23, 2022	5:30 pm	Via Zoom Videoconference	Regular Scheduled Meeting
April 27, 2022	5:30 pm	Via Zoom Videoconference	Regular Scheduled Meeting
May 18, 2022	5:30 pm	Via Zoom Videoconference	Regular Scheduled Meeting
June 15, 2022	5:30 pm	Via Zoom Videoconference	Regular Scheduled Meeting
July 20, 2022	5:30 pm	Via Zoom Videoconference	Regular Scheduled Meeting
September 21, 2022	5:30 pm	Via Zoom Videoconference	Regular Scheduled Meeting
October 19, 2022	5:30 pm	Via Zoom Videoconference	Regular Scheduled Meeting
November 16, 2022	5:30 pm	Via Zoom Videoconference	Regular Scheduled Meeting
December 14, 2022	5:30 pm	Via Zoom Videoconference	Regular Scheduled Meeting

Our Vision: Supporting individuals in need throughout our communities.

Our Mission: Delivering programs and services, through effective use of available resources, in the best interest of the individuals we support.

Our Values: We are committed to serving the individuals we support and treating each other through actions and values based on:

- ❖ Integrity: Acting with honest and trustworthy intentions and while being accountable for our actions;
- ❖ Respect: Treating people with courtesy, fairness and being empathetic to life's circumstances.



November 15, 2021

7:00 Community Centre

Present: Penny Durrant, Jeff Laferriere, Gayle McNaughton, Suzanne Othmer ,
Sharren Reil, James Frank, Andre Brock, and Joline Rivard as a visito

Regrets: Christine Benn

1.0 CALL TO ORDER:

8.16 P.M.

2.0 ROLL CALL:

See above

3.0 APPROVAL OF AGENDA:

Agenda approved with the addition of 8.3 Laptop issues. Moved by Jeff and seconded by Gayle. **Carried**

4.0 DISCLOSURE OF PECUNIARY INTEREST OR GENERAL NATURE: None

5.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES: October 18, 2021

Correction as Gayle is co-chair not vice chair. Penny motioned to approve the minutes seconded by Suzanne. **Carried**

6.0 COORDINATORS REPORT: Given verbally

7.0 BUSINESS FORWARD: HALLOWEEN UPDATE:

This was a huge success this year with over 500 visits to most participating businesses.

7.1 HIGHWAY SIGNS INVOICE:

No contact with Zolan, carried forward until next meeting

7.2 HOLIDAY COMMITTEE/VILLAGE NOEL:

The sleigh ride is booked and the BIA will be paying for that. Sharren contacted the downtown businesses to see who is staying open late for the Thursday and Friday nights, and that information will be posted by Village Noel and the BIA. Discussion of a post village survey re: site location, possibility of some kind of future winter fest event.

7.3 CHRISTMAS ADVERTISING:

7.0 Andre spoke about the advertising the COVID-19 Recovery program will be doing, and as a partner, the BIA will be included. Moving forward on the window sticker with the Speaker.

7.4 FESTIVAL OF LIGHTS:

Sharren will check with Brad Hurn to see if we can get some holiday music going downtown. Sharren will create a Facebook event and make a newspaper ad. Everything else is organized and in place.

8.0 NEW BUSINESS - HOLIDAY LIGHTING CONTEST:

December 10th is the final day for the contest and the judging will be done once it is dark-between 4:30 and 5:30. Sharren will arrange for an appropriate judge and notify all businesses. The small trophy is ordered.

8.1 NOTIFICATION OF NEW AND CLOSING BUSINESSES:

A local business owner requested that the BIA note openin, closing, and moving businesses in the BIA area. They wanted me to go to every business each month, which is impossible with my limited hours. Discussion about Sharren emailing membership after the holidays requesting members to let me know, and then the information provided can go in the Newsletter.

8.2 COVID RECOVERY PROGRAM COORDINATOR REPORT:

Andre stated that there is a COVID-19 Hero's Campaign running, he is working on a French Immigration program that targets international immigrants, and that there is a new \$500.00 hiring bonus to employers hiring new workers.

8.3 LAPTOP ISSUES:

Sharren will drop the nonworking printer and the small laptop off with Brad to look at.

9.0 ADJOURNMENT AND DATE OF NEXT MEETING:

BIA adjourns at 9.14P.M. Moved by Penny **Carried** The December meeting will be held by email if any items arise. Next regular meeting will be January 10, 2022.



November 15, 2021

BIA AGM Public Meeting

7:00 Community Centre

Present: Penny Durrant, Jeff Laferriere, Christine Benn, Gayle McNaughton, Suzanne Othmer, Sharren Reil, James Frank, Andre Brock, James Franks, guest Joline Rivard
James Franks, Angela Hunter

Regrets: Christine Benn

1.0 CALL TO ORDER:

7:07 P.M.

2.0 ROLL CALL:

See above

3.0 POWERPOINT PRESENTATION BY PENNY

4.0 OPEN FLOOR DISCUSSION ON BIA IDEAS AND QUESTION PERIOD INCLUDING:

- Wifi access for downtown
- Social media sharing
- Hash tags
- 101 Experiences
- Access to public washrooms
- Geo cashing

6.0 ADJOURNMENT:

Meeting adjourned at 8:15 **Moved by Penny and Seconded by Jeff. Motion carried**

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
 ACCESSIBILITY ADVISORY COMMITTEE SPECIAL MEETING**

December 8, 2021 – 10:00 A.M.

In-Person/Virtual

Vision Statement: All people of the City of Temiskaming Shores shall live in dignity, with independence, inclusion and equal opportunity.

Mission Statement: To ensure through education, promotion, and advocacy, that all persons with disabilities can with dignity and independence have full, equal, inclusionary participation and opportunity within the boundaries of the City of Temiskaming Shores.

MINUTES

1. CALL TO ORDER

Meeting called to order at 10:06 a.m.

2. ROLL CALL

MEMBERS:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Janice Labonte | <input type="checkbox"/> George Depencier |
| <input type="checkbox"/> Courtney Romanko | <input checked="" type="checkbox"/> Nicki Duke (Chair) |
| <input checked="" type="checkbox"/> Walter Humeniuk | <input checked="" type="checkbox"/> Josette Cote |
| <input checked="" type="checkbox"/> Carman Kidd | <input checked="" type="checkbox"/> Mike McArthur |

CITY STAFF:

- Christopher Oslund, City Manager
- Mat Bahm, Director of Recreation
- Kelly Conlin, Deputy Clerk

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

Addition to New Business:
 Transit Shelter
 2022 Schedule for Recycling and Garbage pick up

4. DISCLOSURE OF CONFLICT OF INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

Moved by: Janice Labonte

Seconded by: Walter Humeniuk

Be it resolved that:

The agenda for the December 8, 2021 TSAAC meeting be approved as amended.

CARRIED

6. APPROVAL OF PREVIOUS MINUTES

Moved by: Mayor Carman Kidd

Seconded by; Councillor Mike McArthur

Be it resolved that:

The minutes for the November 3, 2021 TSAAC meeting be approved as printed.

CARRIED

7. CORRESPONDENCE

a) 2021 Annual Accessibility Status Report from Logan Belanger, Municipal Clerk, City of Temiskaming Shores

Moved by: Josette Cote

Seconded by: Walter Humeniuk

Be it resolved that:

The Temiskaming Shores Accessibility Advisory Committee hereby acknowledges receipt of the Annual Accessibility Report for 2021.

CARRIED

8. NEW BUSINESS

a) 2022 Budget and Capital Projects – Upcoming & Completed

Matt Bahm, Director of Recreation, provided the Committee with a summary of completed and upcoming capital projects and 2022 budget items related to accessibility in the community.

b) Review of the Multi-Year Accessibility Plan

After review of the plan, the Committee has suggested a tour of accessible parking spaces and areas for curb cuts. Staff will schedule a day in May of 2022.

c) Transit Shelter

The Committee has requested that the Temiskaming Transit Committee consider the installation of a shelter at the Temiskaming Shores Library. Staff will provide this request to the Transit Committee for 2022 consideration.

d) 2022 Garbage and Recycling Calendar

Committee member Josette Cote requested 10 copies of the 2022 Garbage and Recycling be sent to her, as she receives several requests for copies.

9. SCHEDULING OF MEETINGS

Moved by: Walter Humeniuk

Seconded by: Janice Labonte

Be it resolved that:

The next regular TSAAC meeting is to be held on February 9, 2022 ay 10:00 AM

CARRIED

10. ITEMS FOR FUTURE MEETINGS

Date for Spring tour of accessible parking spaces and curb cuts

Sidewalk Patio discussion (BIA initiative)

Site Plan – Former Haileybury Public School

11. ADJOURNMENT

Moved by: Josette Cote

Seconded by: Councillor Mike McArthur

Be it resolved that:

TSAAC adjourns at 11:11 A.M.

CARRIED

1.0 CALL TO ORDER

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

2.0 ROLL CALL

PRESENT:	Councillor Mike McArthur (Chair) Mayor George Othmer, Town of Cobalt Councillor Pat Anderson, Town of Cobalt Mayor Carman Kidd Christopher Oslund, City Manager Mitch Lafreniere, Manager of Transportation Kelly Conlin, Deputy Clerk (Committee Secretary)
REGRETS:	

3.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

4.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

5.0 APPROVAL OF AGENDA

Recommendation TC-2021-027

Moved by: Mayor Carman Kidd

Be it resolved that:

The Temiskaming Transit Committee agenda for the November 29, 2021 meeting be approved as printed.

CARRIED

6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation TC-2021-028

Moved by: Mayor George Othmer

Be it resolved that:

The Temiskaming Transit Committee minutes for the September 27, 2021 meetings be adopted as printed.

CARRIED

7.0 CORRESPONDENCE

a) Fall Economic Statement – Gas Tax Program

Reference: Received for information

b) Extended Transit Hours – E-mail from Economic Development Officer, James Franks

The Committee reviewed an email request from James Franks on behalf of the business community requesting the Transit Committee consider offering service on statutory holidays, as several businesses remain open on those days and have employees who rely on transit to get to and from work.

Recommendation TC-2021-029

Moved by: Mayor George Othmer

Be it resolved that:

The Temiskaming Transit Committee hereby supports the operation of the Temiskaming Transit on the following dates as a pilot program: Boxing Day 2021; and the following 2022 statutory holidays; Victoria Day, Canada Day, Labour Day, Thanksgiving Day and Boxing Day.

CARRIED

8.0 NEW BUSINESS

a) Passenger Counts

Received for information.

b) 2022 Budget/YTD Financial Update

Recommendation TC-2021-030

Moved by: Mayor Carman Kidd

Be it resolved that:

The Temiskaming Transit Committee hereby supports the 2022 Transit budget.

CARRIED

c) “My Ride” – Temiskaming Transit tracking update

The My Ride tracking website is not yet open for public use. On-going.

d) Alternate Route – Weather Events

Recommendation TC-2021-031

Moved by: Mayor George Othmer

Be it resolved that:

The Temiskaming Transit Committee hereby supports the extension of the Significant Weather Event Route to include up to Miller Avenue in Cobalt.

CARRIED

e) Recent Changes to Transit Route – Cobalt /Joyal

Recommendation TC-2021-032

Moved by: Councillor Patricia Anderson

Be it resolved that:

The Temiskaming Transit Committee hereby recommends the reinstatement of the transit stop at the Golden Age Club and White Mountain Publications; and further the reinstatement of the transit route to Joyal Drive, effective January 1, 2022.

CARRIED

9.0 NEXT MEETING

The next meeting of the Transit Committee is scheduled for January 31, 2022 at 9:00 AM.

10.0 ADJOURNMENT

Recommendation TC-2021-033

Moved by: Councillor Patricia Anderson

Be it resolved that:

The Transit Committee meeting is adjourned at 10:03 a.m.

CARRIED

1.0 CALL TO ORDER

The meeting was called to order at 10:38 p.m.

2.0 ROLL CALL

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

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

Defer New Business a) to January

4.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5.0 ADOPTION OF AGENDA

Recommendation BM-2021-042

Moved by: Mayor Carman Kidd

Be it resolved that:

The Building Maintenance Committee Meeting Agenda for the December 15, 2021 meeting be adopted as amended.

CARRIED

6.0 APPROVAL OF PREVIOUS MINUTES

Recommendation BM-2021-043

Moved by: Councillor Doug Jelly

Be it resolved that:

The Building Committee Meeting previous meeting minutes of November 17, 2021 be adopted as presented.

CARRIED

7.0 PRESENTATIONS/CORRESPONDENCE

8.0 UNFINISHED BUSINESS

a) Haileybury Medical Centre – North stairway

The project has been awarded to Rivard Construction and work will be starting as soon as possible.

9.0 NEW BUSINESS

a) Building Maintenance Department Update

The Committee was provided with a verbal update in regards to daily operations and current projects underway in the department.

b) LAS Electricity Pricing

LAS has been unable to secure hedge pricing for electricity in 2022 due to market instability and not being able to obtain a fixed price contract at a reasonable rate. They will continue to monitor the situation into early 2022.

10.0 ADJOURNMENT

Recommendation BM-2021-044

Moved by: Mayor Carman Kidd

Be it resolved that:

The Building Maintenance Committee, be hereby adjourned 10:49 a.m.

CARRIED

1. CALL TO ORDER

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

2. ROLL CALL

PRESENT:	Councillor Jeff Laferriere (Chair) Mayor Carman Kidd Councillor Danny Whalen Christopher Oslund, City Manager Shelly Zubyck, Director of Corporate Services Stephanie Leveille, Treasurer Logan Belanger, Municipal Clerk Kelly Conlin, Deputy Clerk (Committee Secretary)
REGRETS:	

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

Closed Session: Business Recovery Program

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

Recommendation CS-2021-062

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee agenda for the December 15, 2021 meeting be approved as amended

CARRIED

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation CS-2021-063

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee minutes of the October 20, 2021 and November 23, 2021 meetings be approved as presented.

CARRIED

7. CORRESPONDENCE

8. UNFINISHED BUSINESS

- a) Temiskaming Shores Affordable Housing project – List of Vacant Properties

Recommendation CS-2021-064

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee hereby concur with Recommendation *PPP-2021-055* from the November 17, 2021 Protection to Persons and Property Committee meeting recommending the vacant property on Bay Street or Cobalt Avenue be considered as a donation of land for the affordable housing project.

CARRIED

9. NEW BUSINESS

- a) **Haileybury Food Bank Lease Agreement**

Staff made the Committee aware of the upcoming report to Council for the Haileybury Food Bank lease agreement renewal. The term of the renewal is 5 years at a cost of \$1.00/year.

- b) **CJTT Lease Agreement**

Staff advised the Committee that Council will be presented with a lease agreement renewal for CJTT in January. At this time, staff is investigating comparable market rents locally.

- c) **Tender Award – Integrity Commissioner Appointment**

Recommendation CS-2021-065

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee hereby recommends that Council consider entering into a 2-year agreement appointing Harold G Elston as the Integrity Commissioner.

CARRIED

d) Proposed Increase – Municipal Cemetery Fees

Recommendation CS-2021-066

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee hereby recommends that Council consider the proposed increase to Municipal Cemetery Fees.

CARRIED

e) Proposed Increase – Marriage Solemnization Fees

Recommendation CS-2021-067

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee hereby recommends that Council support the revisions of Civil Marriage Solemnization Fees and other administrative changes within the Civil Marriage Solemnization Policy.

CARRIED

f) Land Request – Portion of Andrews Street and Vacant Lot (PCL 1332SST)

Recommendation CS-2021-068

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee hereby supports the sale of the unopened portion of Andrews Street only; and further recommends Council consider denying the request for purchase for the vacant adjacent lot.

CARRIED

10. CLOSED SESSION

Recommendation CS-2021-069

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee convene into Closed Session at 12:29 p.m. to discuss the following matters:

- Under Section 239 (b) of the Municipal Act; personal matters about an identifiable individual, including municipal or local board employees: Business Recovery Program

CARRIED

Recommendation CS-2021-070

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee rise with report at 12:38 p.m.

CARRIED

Recommendation CS-2021-071

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee hereby supports the extension of the Covid 19 related water/sewer rebate program for both 2020 and 2021; utilizing the Safe Re-start Funding.

CARRIED

11. NEXT MEETING

The next Corporate Services Committee Meeting will be January 19, 2022 at 12:00 P.M.

12. ADJOURNMENT

Recommendation CS-2021-072

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee meeting is adjourned 12:38 P.M.

CARRIED

1. CALL TO ORDER

Meeting called to order at 1:00 p.m.

2. ROLL CALL

PRESENT:	Mayor Carman Kidd (Chair) Councillor Doug Jelly Councillor Mike McArthur Christopher Oslund, City Manager Shelly Zubycck, Director of Corporate Services Steve Langford, Fire Chief Gabriel Tasse, By-Law Officer Kelly Conlin, Deputy Clerk (Committee Secretary)
REGRETS:	None

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

Recommendation PPP-2021-053

Moved by: Councillor Doug Jelly

Be it resolved that:

The Protection to Persons and Property Committee agenda for the November 17, 2021 meeting be approved as printed.

CARRIED

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation PPP-2021-054

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee minutes of the November 17, 2021 meeting be adopted as presented.

CARRIED

7. PRESENTATIONS/CORRESPONDENCE

a) Abandoned Properties – Concerns from Mac Hamilton

Received for Information. Mayor Kidd will respond to Mr. Hamilton.

b) Snow Removal Concern on private property – Letter from Ron and Nancy Dalton

The Committee reviewed a letter from Ron and Nancy Dalton who have concerns with snow removal between properties. The Daltons state (pictures provided) that their neighbour is pushing their snow and frozen dog feces, over onto their property. The Dalton's have contacted the OPP and they have provided the neighbour with a verbal warning. At this time, there is no By-Law prohibiting snow piling between private properties. Staff will have our Animal Control Officer address the issue of the dog feces and issue tickets if necessary.

8. UNFINISHED BUSINESS

a) Short Term Accommodation Policy

Recommendation PPP-2021-054
Moved by: Councillor Doug Jelly

Be it resolved that:

The Protection to Persons and Property Committee hereby recommends that Council support the implementation of the Short-Term Accommodation Policy.

CARRIED

9. NEW BUSINESS

a) Fire Activity Report

The Committee was provided with an update in regards to fire activity in the community and responses from all three volunteer stations.

b) Evacuation Agreement - Temagami

Recommendation PPP-2021-055
Moved by: Mayor Carman Kidd

Be it resolved that:

The Protection to Persons and Property Committee hereby supports entering into an evacuation agreement with the municipality of Temagami.

CARRIED

10. CLOSED SESSION

Recommendation PPP-2021-056

Moved by: Councillor Doug Jelly

Be it resolved that:

The Protection to Persons and Property Committee hereby agrees to convene in Closed Session at 1:42 p.m. to discuss the following matters:

- Under Section 239 (2) b) personal matters about an identifiable individual, including municipal or local board employees;

CARRIED

Recommendation PPP-2021-057

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee hereby agrees to rise without report from Closed Session at 2:02 p.m.

CARRIED

11. NEXT MEETING

The next Protection to Persons and Property Committee meeting is scheduled for January 19, 2022 at 1:00 PM

12. ADJOURNMENT

Recommendation PPP-2021-058

Moved by: Councillor Doug Jelly

Be it resolved that:

The Protection to Persons and Property Committee meeting is adjourned at 2:03 p.m.

CARRIED

1. CALL TO ORDER

The meeting was called to order at 9:01 a.m.

2. ROLL CALL

PRESENT:	Councillor Doug Jelly (Chair) Mayor Carman Kidd Councillor Danny Whalen Chris Oslund, City Manager Steve Burnett, Manager of Environmental Services Al Proteau, Acting Transportation Superintendent Kelly Conlin, Deputy Clerk (Committee Secretary)
REGRETS:	Darrell Phanuef, Environmental Superintendent

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

New Business 10 d) Water/Sewer Rates

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

Recommendation PW-2021-064

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee agenda for the December 15, 2021 meeting be approved as amended.

CARRIED

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation PW-2021-065

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee minutes for the November 17, 2021 regular meeting be adopted as presented.

CARRIED

7. PRESENTATIONS

8. CORRESPONDENCE (INTERNAL/EXTERNAL)

9. UNFINISHED BUSINESS

10. NEW BUSINESS

a) Public Works Department Update

Staff provided the Committee with a verbal update on daily operations.

b) ECA Approval – Landfill

Staff informed the Committee that after approximately 12 years, the Environmental Compliance Approval (ECA) for the re-opening of the New Liskeard Landfill has been received. Next step is the development of a Request for Proposal (RFP).

c) Phase 2 Radley Hill Crossing Project

The Committee was provided with a verbal update in regards to the railroad crossing project, which is a shared project with the Ontario Northland Railway. Construction is slated to begin in the Summer/Fall 2022.

d) Water/Sewer Rates

In 2021, Council passed a Resolution in support of the development/standardization of rates between hotel, multi-res, daycares, restaurants, etc. Since then, the City has implemented a plan to install water metres on all ICI properties, which would capture these types of properties. Staff are recommending Council rescind the motion, as a new rate will be established once the metres are on place.

Recommendation PW-2021-066

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee hereby recommends that Council consider rescinding Resolution No. 2021-210 Water Sewer Rates.

CARRIED

11. ADJOURNMENT

Recommendation PW-2021-067

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee meeting is adjourned at 9:36 a.m.

CARRIED

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

Finance Department Contact:
Stephanie Leveille, Treasurer

14-Jan-22

GENERAL CAPITAL
Revenues & Expenditures
as at November 30, 2021

Department	Project	2021		Variance B/(W)	%	G	Y	R
		Actual	Budget					
REVENUES:	Transfer from Operations		1,065,365	(1,065,365)				
	Transfer from Reserves	64,341	3,103,939	(3,039,598)				
	Borrowing	3,712,027	4,676,130	(964,103)				
	Federal Gas Tax		1,894,874	(1,894,874)				
	Efficiency Funding		456,747	(456,747)				
	FCM Funding		50,000	(50,000)				
	OCIF Funding	195,000	195,000	0				
	FedNor Funding		18,000	(18,000)				
	COVID Resilience Funding		100,000	(100,000)				
	EDSC Accessibility Funding	100,000	100,000	0				
	Provincial Gas Tax		31,738	(31,738)				
	ICIP		87,262	(87,262)				
	Tranport Canada		39,200	(39,200)				
	Ontario Trillium Fund	135,000	150,000	(15,000)				
	Partnership - Tennis Court							
	Partnership - Splashpad	67,573	300,000	(232,427)				
Total Revenues		4,273,941	12,268,255	(7,994,314)				
EXPENDITURES:								
Corporate Services:	Cemetery Columbarium Upgrades	3,969	15,000	11,031				
	Asset Management Software	24,371	100,000	75,630	75%	X		
Fire:	Jordair Fill Station (Stn #1)	11,224	11,200	-24	100%	X		
Public Works:	2021 Roads Program	1,989,903	5,000,000	3,010,097	100%	X		
	Roy's Bridge (Uno Park Road)	190,627	195,000	4,373	100%	X		
	Street Lights - Grant Drive	10,645	130,000	119,355	75%	X		
	Engineering - Bridges Structural Report	20,773	20,000	-773	85%	X		
	Mowat Landing Bridge	172,308		-172,308				
	Decorative Street Light LED Upgrades Phase 1		75,000	75,000				
	Radley Hill Road Crossing Engineering	33,350	49,000	15,650	90%	X		
Solid Waste:	Landfill Expansion	13,607	1,500,000	1,486,393	25%	X		
	Spoke Transfer Station - Rehab Project	28,865	50,000	21,135	100%	X		
Property Mtnce:	Haileybury Fire Station	286,552	2,513,000	2,226,448	25%	X		
	NL Arena Accessibility Project	18,425	450,000	431,575	15%			X
	PFC Upgrades	21,818	43,750	21,932	75%	X		
	Spurline Building Accessibility Upgrades		30,000	30,000	15%	X		
	CJTT Window Upgrades		30,305	30,305	100%	X		
	NL Library Relocation	21,660	0	-21,660				
Fleet:	Small Fleet Replacement	67,109	155,000	87,891	50%	X		
	Tri Axle Dump Truck		225,000	225,000	75%	X		
	Loader	229,900	350,000	120,100	100%	X		
	Fire Rescue		415,000	415,000	75%	X		
Transit:	Bus Shelters	15,290	20,000	4,710	100%	X		
	Ridership App	12,875	99,000	86,125	100%	X		
Recreation:	Tennis Court Resurfacing	73,401	70,000	-3,401	75%	X		
	Pool Regrouting	22,879	31,000	8,121	100%	X		
	Splash Pad	349,379	550,000	200,621	75%	X		
	Stairmaster	7,634	11,000	3,366	100%	X		
	Farr Park - Old Hlby Food Bank Demolition	3,730	10,000	6,271	50%	X		
	Wabi Pedestrian Project - Engineering	7,754	20,000	12,246	75%	X		
	COVID Resilience Project	172,361	100,000	-72,361	100%	X		
Total Expenditures		3,810,407	12,268,255	8,511,693				

**ENVIRONMENTAL CAPITAL
Revenues & Expenditures
as at November 30, 2021**

	2021			%	G Y R
	Actual	Budget	Variance B/(W)		
REVENUES:					
Transfer from Operations		487,000	(487,000)		
Total Revenues	0	487,000	(487,000)		
EXPENDITURES:					
ICI Water Meter Program	108,203	100,000	(8,203)	100%	X
Farr Drive Sewer Repair	27,780	35,000	7,220	100%	X
Robert/Elm Pumping Station	120,111	190,000	69,889	100%	X
Hwy 11 Emergency Watermain Relocation	163,206	162,000	(1,206)	100%	X
Total Expenditures	419,300	487,000	67,700		

Memo

To: Mayor and Council
From: James Franks
Date: January 18, 2022
Subject: Fed Nor Agreement - Funding Support of Wabi Bridge Design
Attachments: App 01: Approval letter from FedNor
 App 02: Draft By-law (**Please refer to By-law No. 2022-003**)

Mayor and Council:

At the Council meeting of December 7, 2021, Laurentian students from the McEwan School of Architecture presented their design for the Wabi River Bridge for Council's consideration and to be used as a tool to assist with community fundraising for the project over the coming months.

In the summer of 2021, the City had applied for funding support of the design project and we have now been provided with confirmation of the support for travel and engineering costs to complete the initial design. We are not to formally announce the funding support as this is only the agreement with Fed Nor, but a formal announcement of the funds will follow as time and gathering restrictions permit.

The funding contract from Fed Nor will be included in the bylaw section of tonight's agenda for approval.

Prepared by:

Reviewed by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

James
 Economic Development
 Officer

Shelly Zubyck
 Director of Corporate
 Services

Christopher W. Oslund
 City Manager



FedNor
19 Lisgar Street
Suite 307
Sudbury, Ontario
P3E 3L4

FedNor
19 rue Lisgar
Bureau 307
Sudbury (Ontario)
P3E 3L4

December 30, 2021
Project Number: 851-513646

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

Dear Mr. Kidd:

Re: Contribution to the Corporation of the City of Temiskaming Shores

I am pleased to advise that FedNor is prepared to provide support of up to \$18,000 towards planning work for the construction of a timber pedestrian/cycling bridge over the Wabi River.

Enclosed you will find a Contribution Agreement setting out the terms for our support. Please make note of section 9.0 of your Agreement referring to announcements and FedNor funding acknowledgement. You will be contacted by FedNor to arrange details for the official announcement and until then we ask that you refrain from publicly referencing or announcing the project approval. Mrs. Denise Deschamps of our North Bay office is available to answer any questions you may have and may be reached at (705) 471-3276 or toll-free at 1-877-333-6673 ext. 3276. I would ask that you return a signed copy of the contract to my attention in our Sudbury office to acknowledge your acceptance.

This Contribution Agreement is open for acceptance for 60 days from the date that appears on its face after which time it will become null and void. The date of acceptance shall be the date the duplicate copy of this Agreement, unconditionally accepted and duly executed by the Recipient, is received by my office.

May I offer my best wishes to the Corporation of the City of Temiskaming Shores.

Yours sincerely,

Perreault, Lucie  Digitally signed by Perreault, Lucie
Date: 2021.12.30 10:41:52 -05'00'

Lucie Perreault
Program Director
Federal Economic Development Agency for Northern Ontario (FedNor)

c.c. Mr. James Frank, Economic Development Officer



FedNor
19 Lisgar Street
Suite 307
Sudbury, Ontario
P3E 3L4

FedNor
19 rue Lisgar
Bureau 307
Sudbury (Ontario)
P3E 3L4

December 21, 2021
Project Number: 851-513645

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

Dear Mr. Kidd:

Re: Contribution to the Corporation of the City of Temiskaming Shores

I am pleased to advise that FedNor is prepared to provide support of up to \$90,000 towards "The Great Fire of 1922" celebrations.

Enclosed you will find a Contribution Agreement setting out the terms for our support. Please make note of section 9.0 of your Agreement referring to announcements and FedNor funding acknowledgement. You will be contacted by FedNor to arrange details for the official announcement and until then we ask that you refrain from publicly referencing or announcing the project approval. Mrs. Denise Deschamps of our North Bay office is available to answer any questions you may have and may be reached at (705) 471-3276 or toll-free at 1-877-333-6673 ext. 3276. I would ask that you return a signed copy of the contract to my attention in our Sudbury office to acknowledge your acceptance.

This Contribution Agreement is open for acceptance for 60 days from the date that appears on its face after which time it will become null and void. The date of acceptance shall be the date the duplicate copy of this Agreement, unconditionally accepted and duly executed by the Recipient, is received by my office.

May I offer my best wishes to the Corporation of the City of Temiskaming Shores.

Yours sincerely,

Perreault, Lucie  Digitally signed by Perreault, Lucie
Date: 2021.12.21 15:33:06 -05'00'

Lucie Perreault
Program Director
Federal Economic Development Agency for Northern Ontario (FedNor)

c.c. Mr. James Franks, Economic Development Officer

Subject: Health and Safety Policies

Report No.:

CS-001-2022

Agenda Date:

January 18, 2022

Attachments

Appendix 01: Joint Health and Safety Policy and Program

Appendix 02: By-law 2010-082: Harassment in the Workplace Prevention Policy

Appendix 03: By-law 2010-068: Violence in the Workplace Prevention Policy

Appendix 04: By-law 2010-126: Harassment and Violence Prevention Program

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-001-2022; and
2. That Council confirms it has reviewed the City of Temiskaming Shores Health and Safety Policy and Program and the Violence in the Workplace Harassment and Violence in the Workplace Prevention Program in accordance with the Occupational Health and Safety Act.

Background

In accordance with the Occupational Health and Safety Act, an employer must review their Health and Safety Policy and Program and the Harassment and Violence in the Workplace Prevention Program at least annually. The policies and programs must be posted in the workplace, and refresher training provided to employees

Analysis

The Health and Safety Policies and Programs has also been circulated to the Joint Health and Safety Committees for their review.

Management will be developing refresher training to distribute to all staff early in 2022 to comply with legislation.

Financial / Staffing Implications

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

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

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

Shelly Zubyck
Director of Corporate Services

Christopher W. Oslund
City Manager



Health and Safety Policy

The Council of The City of Temiskaming Shores is committed to protecting its employees, property and general public from harm and loss in the workplace. And while this policy statement is a requirement of the Occupation Health and Safety Act it does not lessen their commitment and dedication to a safe working environment.

All employees, whatever their position, are encouraged to exercise their legal responsibility to report any hazard/substandard condition immediately, so that corrective action may be taken.

Supervisors will be held accountable for the health and safety of workers under their supervision. Supervisors are responsible to ensure that machinery and equipment are safe and that employees under their supervision comply with established safe work practices and procedures and receive adequate training in their specific work tasks in compliance with Health and Safety regulations.

Every worker must protect his/her own health and safety by observing safe work practices and procedures, reporting unsafe work conditions and be willing to get the training necessary to perform their duties. Workers are, by having safe work ethics, the main contributors towards their own safety and that of their fellow workers.

The Council of The City of Temiskaming Shores through the forming of a Health and Safety Committee has established health and safety policies and guidelines. Having all parties committed to health and safety is in the best interest of everyone.

Commitment to health and safety shall form an integral part of this organization from Council, City Manager and Workers through to the newly hired employee.



GUIDELINES FOR THE STRUCTURE AND FUNCTION OF THE JOINT HEALTH AND SAFETY COMMITTEES

AS AGREED UPON BETWEEN

EMPLOYER

AND

WORKER

**CITY OF TEMISKAMING SHORES
JOINT HEALTH AND SAFETY COMMITTEES
2022**

PREAMBLE

1. It is a requirement of the Occupational Health and Safety Act to establish a policy which encourages the active participation of all employees in the prevention of accidents and the promotion of health and safety in the workplace.
2. Through joint education programs, joint investigations of situations and joint resolution of situations, the workplace will become safer and healthier for all employees.
3. The City of Temiskaming Shores and its employees have established Joint Health and Safety Committees under the Occupational Health and Safety Act and have reached an understanding as to the guidelines for the composition, practice and procedure thereof.
4. The parties acknowledge that a Joint Health and Safety Program can only be successful where everyone in the workplace is committed to these responsibilities. Therefore, the parties undertake to co-operate in ensuring that these guidelines and the full intent of the Occupational Health and Safety Act will be carried out by their respective organizations.
5. The parties hereto adopt these guidelines in good faith and agree to promote and assist the Joint Health and Safety Committees and its members by providing such information, training and assistance as may reasonably be required for the purpose of carrying out their responsibilities.

FOR THE EMPLOYER

City Manager

FOR THE WORKERS

Health & Safety Committee
Secretary

1. STRUCTURE OF COMMITTEE

- 1.1 A TSJHS Committee will be formed at a workplace at which twenty or more workers are regularly employed and will consist of at least two persons where at least half the members of a committee shall be workers employed at the workplace who do not exercise managerial functions.
- 1.2 The TSJHS Committees shall endeavor to meet on a monthly basis, but not less than quarterly, as decided upon by the Committee members. The co-chairpersons may call special meetings when deemed necessary.
- 1.3 There shall be two (2) co-chairpersons, one (1) from the employer and one (1) from the workers; who shall alternate the chair at meetings.
- 1.4 A co-chairperson may, with the consent and approval of his/her counterpart, invite any additional person(s) to attend the meeting to provide additional information and comment, but they shall not participate in the regular business of the meeting.

2. FUNCTIONS OF JHSC

- 2.1 To attain the spirit of the Occupational Health and Safety Act, the functions of the TSJHS Committees shall be:
 - (a) To identify, evaluate and make recommendations to resolve matters pertaining to the health and safety in the workplace to appropriate senior management.
 - (b) To encourage education and training programs in order that all employees are knowledgeable in their rights, restrictions, responsibilities and duties under the Occupational Health and Safety Act.
 - (c) The TSJHS Committees will address matters related to Designated Substance Regulations and WHMIS where applicable.
 - (d) To deal with any health and safety matter that the TSJHS Committees deem appropriate.

Inspections

- 2.2 A minimum of two (2) employees, at least one being certified, as appointed by the TSJHS Committees, shall perform workplace inspections.
- 2.3 All health and safety concerns raised during the physical inspection will be recorded and prioritized on workplace inspection forms.

- 2.4 Workplace and follow-up inspections upon completion shall be distributed to the appropriate Division Head, for his/her review and comment, to the TSJHS Committees and to the City Manager within two (2) days. The appropriate Division Head will inform the TSJHS Committees of the status of the outstanding items by the next TSJHS Committees meeting.

Recommendations of the JHSC

- 2.5 The employer or his designate shall respond within twenty-one (21) days with regard to written or minuted TSJHS Committees recommendations. The written response shall indicate the employer's assessment of the TSJHS Committees recommendation and specify what action will, or will not (with explanations) be taken. Any proposed action by the employer shall include details of who will be responsible for such action and a proposed time frame.

Accidents and Accompaniment

- 2.6 The TSJHS Committees will designate two (2) members; at least one (1) being certified, to investigate all serious workplace accidents, and incidents that have the potential for a serious accident. The inspection team will be responsible for overseeing that the requirements prescribed in the O.H.S.A. are met.
- 2.7 The TSJHS Committees will designate two (2) members; at least one (1) being certified, to investigate work refusals, the City Manager and the Ministry of Labour will be informed in writing, the name(s) of the worker(s) so designated.
- 2.8 A TSJHS Committees member who represents workers shall be consulted concerning proposed workplace testing strategies related to industrial hygiene. A member of the TSJHS Committees shall be entitled to be present during such testing.

3. MINUTES OF MEETINGS

- 3.1 The TSJHS Committees will designate a secretary for the meetings, to take minutes and be responsible for having the minutes typed, circulated and filed within one (1) calendar week of the meeting, or as the TSJHS Committees may from time to time instruct. Minutes of the meeting will be reviewed and edited where necessary, by the co-chairpersons, then signed and circulated to all TSJHS Committees members, Department Heads and a copy forwarded to the City Manger. Agenda items will be identified by a reference number, and be readily available in a proper filing system.

4. QUORUM

- 4.1 The TSJHS Committees shall have a quorum of two (2) members present in order to conduct business. One co-chairperson must be present in order to conduct business. If a co-chairperson is absent, the other co-chairperson will chair the meeting. The number of employer members shall not be greater than the number of worker members.

5. PAYMENT FOR ATTENDANCE AT MEETINGS

- 5.1 As per the Collective Agreement between the City of Temiskaming Shores and the CUPE Local 5014.

6. MEETING AGENDA

- 6.1 The co-chairpersons will prepare an agenda and forward a copy of the agenda to all TSJHS Committees members at least two days in advance of the meeting.
- 6.2 The TSJHS Committees may accept any item as proper for discussion and resolution pertaining to health and safety. All items raised from the agenda in meetings will be dealt with on the basis of consensus rather than by voting. Formal motions will not be used.
- 6.3 All items are resolved or not will be reported in the minutes. Unresolved items will be minuted and placed on the agenda for the next meeting.

7. GENERAL

- 7.1 All employees will be encouraged to discuss their problems with their immediate supervisor before bringing it to the attention of the TSJHS Committees.
- 7.2 TSJHS Committees members will thoroughly investigate all complaints to get all the facts and will exchange these facts when searching for a resolution to the problem. All problem resolutions will be reported in the minutes.
- 7.3 Medical or trade secret information will be kept confidential by all TSJHS Committees members.
- 7.4 Any amendments, deletions or additions to these Guidelines must have the consensus of the total TSJHS Committees and shall be set out in writing and attached as an Appendix to these Guidelines and approved by Administration and/or Municipal Council.
- 7.5 **Please Note:** These guidelines provide a framework for an effective functioning TSJHS Committees. References can be made to the Occupational Health and Safety Act and its guidebook. Employer must

prepare and review at least annually a written Occupational Health and Safety Policy, and must develop and maintain a program to implement that policy (Section 25(2)(j)). This should be accomplished in consultation with the TSJHS Committees.

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
BY-LAW NO. 2010-082
BEING A BY-LAW TO ADOPT A HARASSMENT IN THE WORKPLACE
PREVENTION POLICY FOR THE CITY OF TEMISKAMINGS SHORES**

WHEREAS Bill 168, *Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009* received Royal Assent in December 2009;

AND WHEREAS the *Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009* requires municipalities to have in place, no later than June 15, 2010, policies to prevent harassment and violence in the workplace;

AND WHEREAS under Section 32.0.1 (1) of the *Occupational Health and Safety Act, R.S.O. 1990, Chapter O.1*, as amended, an employer shall, prepare a policy with respect to workplace harassment and review the policy as often as is necessary, but at least annually;

AND WHEREAS the Council of The Corporation of the City of Temiskaming Shores has adopted By-law 2005-025, being a by-law to adopt a *Harassment Policy*, at its Regular Meeting held on March 25, 2005;

AND WHEREAS By-law 2005-025 must be updated in order to meet the requirements of the *Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009*;

AND WHEREAS the Council of The Corporation of the City of Temiskaming Shores deems it desirable to adopt a *Harassment in the Workplace Prevention Policy* to ensure compliance with the *Occupational Health and Safety Act, R.S.O. 1990, Chapter O.1*, as amended;

AND WHEREAS at the Committee-of-the-Whole meeting held on May 4, 2010, Council reviewed Administrative Report CS-018-2010 and adopted a recommendation directing staff to review By-law No. 2005-025 and recommend any required changes in order to become compliant with the *Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009*;

AND WHEREAS Council considered a Supplemental Administrative Report (CS-018-01-2010) at a Special Committee-of-the-Whole meeting held on June 18, 2010 and adopted the recommendation contained in the said report;

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

1. That the ***Harassment in the Workplace Prevention Policy*** identified as Schedule "A" attached hereto and forming part of this by-law be hereby approved and adopted;
2. That By-law No. 2005-025 is hereby repealed; and
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

READ a FIRST, SECOND and THIRD TIME and FINALLY PASSED this 15th day of June, 2010.



MAYOR



CLERK



**SCHEDULE "A" TO
BY-LAW NO. 2010-082**

HARASSMENT IN THE WORKPLACE PREVENTION POLICY

**ADOPTED BY COUNCIL
June 15, 2010**



THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

HARASSMENT IN THE WORKPLACE PREVENTION POLICY

TABLE OF CONTENTS

- 1. Policy Statement and Purpose**
- 2. Scope**
- 3. Definitions**
- 4. Responsibilities**
- 5. Discriminatory or Harassing Behaviours**
- 6. Compliance**
- 7. Reprisal**
- 8. Confidentiality**

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

HARASSMENT IN THE WORKPLACE PREVENTIONS POLICY

1.0 POLICY STATEMENT AND PURPOSE

Employees of The Corporation of the City of Temiskaming Shores, hereinafter called the "Employees" have a statutory right to work in an environment free from harassment. As an Employer, The Corporation of the City of Temiskaming Shores, hereinafter called the "Corporation" does not tolerate harassment in any form. In this diverse and equitable workplace, all employees will have the opportunity to contribute fully to the City of Temiskaming Shores' mission, vision, values and each employee's unique contribution will be respected.

The Corporation's objective, in adopting this policy, is to foster a climate of understanding and mutual respect for the dignity and worth of each individual.

2.0 SCOPE

This policy applies to all employees of the City of Temiskaming Shores, including but not limited to regular, temporary, probationary and contract employees and to students and volunteers.

Members of the general public, visitors to City facilities, individuals conducting business with the City of Temiskaming Shores and employees of contractors or other organizations providing services to the City are expected to refrain from harassment towards employees. Should such harassment occur, the City will take all available steps to ensure a workplace free from harassment.

3.0 DEFINITIONS

Abuse of Authority: An individual's improper use of power and authority inherent in the position held, to endanger an employee's job, undermine the performance of that job, threaten the economic livelihood of the employee, or in any way interfere with or influence the career of such person. It includes such acts or misuse of power as intimidation, threats or coercion. Abuse of Authority must be linked to prohibited grounds as identified in the Ontario Human Rights Code to fall under this policy.

Complainant: Any party who makes a complaint.

Discrimination: Discrimination means differential treatment of an individual or group of individuals which is based, in whole or in part, on one or more of the prohibited grounds of discrimination and which thus has an adverse impact on the individual or group of individuals. Discrimination may be intentional or unintentional.

Employee: All employees of the City of Temiskaming Shores union and non-union, including but not limited to, regular, temporary, probationary and contract employees and to students and volunteers.

Harassment: One or a series of vexatious comments or instances of conduct that is known or ought reasonably to be known to be unwelcome or unwanted. This conduct may be offensive, intimidating, hostile or inappropriate, based on the prohibited grounds set out in the Ontario Human Rights Code.

Harassment which occurs outside the workplace but which proves to have repercussions in the work environment, adversely affecting employee relations, may also be defined as workplace harassment.

Respondent: Any party who is the subject of a complaint (ie. a complaint is made against them).

Sexual Harassment: Unwanted or unwelcome actions or comments of a sexual or gender-related nature. Sexual harassment does not have to be sexually related. Stereotypical comments or actions about one gender or the other can be a form of sexual harassment. Sexual harassment happens most often to women, but it can also happen to men or between members of the same sex. Usually sexual harassment is a pattern of behaviour that occurs frequently over a period of time. However a single incident can be serious enough to be considered sexual harassment.

Systemic Harassment/Discrimination: Policies, practices, procedures, actions or inactions that appear neutral, but have an adverse impact associated with one or more of the provisions of the Ontario Human Rights Code.

Workplace: Any building or part of a building in which one or more employees work, including employee eating, changing and lounge areas, and any vehicle or conveyance, or any area including outside worksites where employees perform their duties.

4.0 RESPONSIBILITIES

Shared Responsibilities

All employees have the right to work in an environment free from harassment and discrimination. All employees share the responsibility to support human rights and equality.

Employer Responsibilities

The City of Temiskaming Shores is responsible for:

- Providing a workplace free from all forms of harassment and discrimination, including sexual harassment.

- Ensuring corporate policies and procedures comply with the Ontario Human Rights Code.
- Providing Human Rights awareness education to all employees.
- Creating an environment that encourages the reporting of all incidents of harassment and discrimination.
- Providing a process to handle and investigate harassment and discrimination complaints, effectively, fairly and expeditiously.

Human Resources Responsibilities:

- Develop and maintain program (procedures) to implement policy.
- Provide assistance and support for management and staff as required.
- Coordinate the investigation of complaints filed under this policy.

Management Responsibilities

Management staff are responsible for providing a workplace free of harassment and discrimination and for intervening if harassment or discrimination occurs. They must ensure that harassment and discrimination are not tolerated, ignored or condoned.

Management staff are responsible for not only their own actions, but also for dealing with the actions of staff under their supervision. The following are actions which management staff will undertake to prevent harassment and discrimination and to address perceived harassment and discrimination, or complaints by employees that they are being discriminated against or harassed.

- Set a good example by never engaging in, tolerating or condoning harassment or discrimination.
- Make all possible efforts to protect employees from harassment and discrimination.
- If harassment or discrimination is suspected, or if an employee complains that he or she is being harassed or discriminated against, action must be taken in accordance with this policy and the associated procedures. Management staff must approach an employee if harassment or discrimination is suspected because some employees may be embarrassed and/or reluctant to complain.
- Respond immediately to any complaints. Management staff who are aware of harassment or discrimination and do not take corrective action may be subject to disciplinary action, up to and including dismissal.
- Discipline employees who violate this policy.
- Depending on the nature of the incident, management staff may advise those involved of their option to contact the Police, or alternatively, may decide the situation warrants them to call the Police directly.
- In consultation with the Human Resources Department, provide employees who have been subjected to workplace harassment and their co-workers who witnessed the incident with appropriate supports.

Employee Responsibilities:

Employees share in the responsibility to ensure that their work environment is free from harassment and discrimination.

Employees must not engage in any behaviour that is or may be perceived as harassment or discrimination. Employees are strongly encouraged to report incidents of harassment, discrimination, or retaliation to their supervisors or managers or to the Human Resources Department.

It is the responsibility of every employee to co-operate fully in any attempts to resolve a complaint and to co-operate fully in the investigation of any complaint.

5.0 DISCRIMANATORY OR HARASSING BEHAVIOURS

Discriminatory or harassing behaviour results from actions directed at specific individuals or groups, or may be actions which are not directed at a particular individual, but have created a “poisoned environment” which is hostile, intimidating or offensive.

Prohibited Grounds Contained in the Ontario Human Rights Code:

Harassment or discrimination can occur based on:

- Race
- Sex or gender
- Colour
- Disability or perceived disability
- Ancestry
- Sexual orientation
- Place of origin (where one was born)
- Age
- Ethnic origin
- Marital status
- Same sex partnership status
- Citizenship
- Family status
- Creed (religion)
- Record of offence (in employment only)
- Receipt of public assistance (in housing/accommodation only)

Example of Harassing and Discriminatory Behaviours include, but are not limited to:

- Racial or ethnic slurs
- Written or verbal abuse or threats
- Unwelcome remarks, jokes, taunts, suggestions related to a person's body, attire, age, marital status, ethnic or racial origin, religion, disabilities, sexual orientation, or any prohibited grounds
- Practical jokes which result in embarrassment or insult or negatively affect work performance

- Abuse of authority which undermines performance or threatens careers
- Vandalism of personal property
- Displays of racist or other offensive or derogatory material
- Patronizing or condescending behaviour or language which reinforces stereotypes and undermines self respect
- Accessing, displaying, transmitting or storing (including on the City's computer network) material which violates any Canadian federal or provincial law or City by-law or directive, or is harassing, discriminatory, or obscene and conducive to a poisoned work environment. (See City of Temiskaming Shores Computer Acceptable Use Policy).

Examples of Sexual Harassment Behaviours include but are not limited to:

- Unwanted touching or patting
- Sexually suggestive or obscene remarks or gestures
- Leering (suggestive staring) at a person's body
- Display of sexually offensive material
- Making sexual requests or suggestions
- Unwelcome sexual flirtations, advances, propositions
- Sexual assault
- Sexist jokes causing embarrassment or offence, told or carried out after the joker has been advised that they are embarrassing or offensive, or that are by their nature, clearly embarrassing or offensive
- Derogatory or degrading remarks directed toward members of one sex or sexual orientation
- Verbal abuse or threats of a sexual nature.

6.0 COMPLIANCE

The Corporation of the City of Temiskaming Shores does not tolerate harassment in any form. Harassment is a serious matter and should be treated as such. Any employee who is found to have violated this Harassment in the Workplace Prevention Policy may be disciplined according to the severity of the actions, up to and including dismissal.

7.0 REPRISAL

Any form of retaliation against employees exercising their rights under this policy will be considered a serious violation of this policy and will not be tolerated. Such retaliatory actions may be subject to disciplinary action, up to and including dismissal.

8.0 CONFIDENTIALITY

The City of Temiskaming Shores will make every effort to ensure appropriate confidentiality where an incidence of harassment has occurred.

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

BY-LAW NO. 2010-068

**BEING A BY-LAW TO ADOPT A VIOLENCE IN THE WORKPLACE PREVENTION
POLICY FOR THE CITY OF TEMISKAMINGS SHORES**

WHEREAS Bill 168, Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009 received Royal Assent in December 2009;

AND WHEREAS the *Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009* requires municipalities to have in place, no later than June 15, 2010, policies to prevent harassment and violence in the workplace;

AND WHEREAS under Section 32.0.1 (1) of the *Occupational Health and Safety Act, R.S.O. 1990, Chapter O.1*, as amended, an employer shall, prepare a policy with respect to workplace violence and shall review the policy as often as is necessary, but at least annually;

AND WHEREAS the Council of The Corporation of the City of Temiskaming Shores deems it desirable to adopt a *Violence in the Workplace Prevention Policy* to ensure compliance with the *Occupational Health and Safety Act, R.S.O. 1990, Chapter O.1*, as amended;

AND WHEREAS at the Committee of the Whole meeting held on May 4, 2010, Council acknowledged receipt of Report No. CS-018-2010 and adopted a recommendation authorizing the preparation of a by-law to adopt a *Violence in the Workplace Prevention Policy* in order to comply with the *Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009*;

AND WHEREAS Council considered a Supplemental Administrative Report (CS-018-01-2010) at a Special Committee-of-the-Whole meeting held on June 18, 2010 and adopted the recommendation contained in the said report;

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

1. That the ***Violence in the Workplace Prevention Policy*** identified as Schedule "A" attached hereto and forming part of this by-law be hereby approved and adopted; and

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

READ a FIRST, SECOND and THIRD TIME and FINALLY PASSED this 15th day of June, 2010.



MAYOR



CLERK



**SCHEDULE "A" TO
BY-LAW NO. 2010-068**

VIOLENCE IN THE WORKPLACE PREVENTION POLICY

**ADOPTED BY COUNCIL
June 15, 2010**



THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

VIOLENCE IN THE WORKPLACE PREVENTION POLICY

TABLE OF CONTENTS

- 1. Policy Statement and Purpose**
- 2. Scope**
- 3. Definitions**
- 4. Responsibilities**
- 5. Violent Workplace Behaviours**
- 6. Compliance**
- 7. Reprisal**
- 8. Confidentiality**

1.0 POLICY STATEMENT AND PURPOSE

The City of Temiskaming Shores is committed to providing a respectful, supportive, healthy, safe, accessible and inclusive work environment for all employees, who are entitled to work in an environment free from violence, threats of violence, intimidation and other disruptive behaviour. The City is also committed to providing a safe and respectful environment for all those who enter its facilities and access its services.

This policy defines Violence in the Workplace, and identifies the rights and responsibilities of employees and management. It establishes expectations about appropriate behaviour and clarifies the City's commitment to addressing inappropriate behaviour.

The City prohibits violence in the workplace, or at any work related and/or staff function, or in any other work-related circumstances. The City will be proactive in working with its employees to prevent violence in the workplace.

The intention of this policy is to prevent violence from taking place, and where necessary to act upon incidents of violent behaviour promptly, fairly, and judiciously. The most effective element in preventing violence in the workplace is education. The City will provide education, information and promote awareness of violence issues to foster a safe, secure and respectful workplace.

The City of Temiskaming Shores has also implemented policies on Harassment and Discrimination. Those policies may provide means for addressing concerns which do not fall within the provisions of the Violence in the Workplace Policy.

2.0 SCOPE

This policy applies to all employees of the City of Temiskaming Shores, including but not limited to regular, temporary, probationary and contract employees and to students and volunteers.

Members of the general public, visitors to City facilities, individuals conducting business with the City of Temiskaming Shores and employees of contractors or other organizations providing services to the City are expected to refrain from violence towards employees. Should such violence occur, the City will take all available steps to ensure a workplace free from violence.

3.0 DEFINITIONS

Assault: Any willful attempt or threat to inflict injury upon another person, when coupled with an apparent ability to do so, and any intentional display of force such as would give the victim reason to fear or expect immediate bodily harm.

Bullying: The misuse of power or position to persistently criticize and condemn; to openly humiliate and undermine an individual's ability. The bullying attacks on a person may be sudden, irrational and unpredictable.

Weapon: Anything used, or designed to be used, in destroying, defeating, threatening or injuring a person.

Workplace Violence:

- a) The exercise of physical force by a person against a worker in the workplace that causes or could cause physical injury to the worker;
- b) An attempt to exercise physical force against a worker in a workplace that could cause physical injury to the worker.

Workplace: Any building or part of a building in which one or more employees work, including employee eating, changing and lounge areas, and any vehicle or conveyance, or any area including outside worksites where employees perform their duties.

4.0 RESPONSIBILITIES

Shared Responsibilities

Since all employees have the right to work in an environment free from violence, all employees share the responsibility to support a violence free workplace.

Employer Responsibilities

The City of Temiskaming Shores is responsible for:

- Providing a workplace free from all forms of violence, threats of violence, intimidation and other disruptive behaviour.
- Providing violence awareness education and information to employees, including training in conflict resolution and violence prevention for managers and supervisors where appropriate.
- Creating an environment that encourages victims of violence and witnesses to report all incidents of violence.

Human Resources Responsibilities:

- Develop and maintain program (procedures) to implement policy.
- Provide assistance and support for management and staff as required.
- Coordinate the investigation of complaints filed under this policy.

Management Responsibilities

Management staff are expected to provide employees with a safe work environment, free from violence, threats of violence, intimidation and other disruptive behaviour. They must ensure that violence is not tolerated, ignored or condoned.

Management staff are responsible for not only their own actions, but also for dealing with the actions of staff under their supervision. The following are steps which management staff will undertake to prevent violence in the workplace and to address violent behaviour:

- If violence occurs or if management staff becomes aware of violence in the workplace, or the threat of violence, action must be taken in accordance with this policy. Management staff must approach an employee if violence or the threat of violence is suspected because some employees may be embarrassed or reluctant to report a violent incident, or threat of violence. In some circumstances, it may be necessary for management staff to report incidents of violence if the employee who is the victim of violence is reluctant, too frightened or otherwise unable to do so. Management staff who do not take corrective action may be subject to disciplinary action.
- Discipline those employees found to have violated this policy.
- Depending on the nature of the violent incident, management staff may advise those involved of their option to contact the Police, or alternatively, may decide the situation warrants them to call the Police directly.
- In consultation with the Human Resources Department, provide employees who have been subjected to workplace violence and their co-workers who witnessed the incident with appropriate supports.

Employee Responsibilities

Employees share the responsibility to ensure that their work environment is free from violence, threats of violence, intimidation and other disruptive behaviour.

Employees must not threaten violence or engage in any violent behaviour in the workplace, at any work related functions, or in any other work related circumstances. This includes but is not limited to:

- Engaging in or threatening violence and/or using any City resources such as workplace phones, fax machines, mail or email to perpetrate or threaten violence.
- Engaging in violence or threatening violence which has arisen out of a workplace incident or relationship while away from the workplace.

Employees must report any incidents of violence or threatened violence in the workplace, to supervisors or managers, or directly to the Human Resources Department. If a criminal act, or suspected criminal act has occurred, employees are to report the incident to the Police and shall notify the Human Resources Department.

Employees are expected to co-operate fully in any investigation of a violent incident.

Employees are expected to treat all other employees and members of the public with respect and dignity.

5.0 VIOLENT WORKPLACE BEHAVIOURS

Workplace violence may be physical or psychological in nature. Examples of violent workplace behaviours may include but are not limited to the following:

- Assault or Battery (with or without a weapon) including shoving, hitting, pushing or kicking
- Behaviour intended to intimidate, such as vandalism, arson, sabotage, or throwing objects
- Displays of any kind of weapon
- Verbal or written threats
- Threatening messages transmitted through third parties
- Intimidation and bullying
- Joking which harasses or intimidates

6.0 COMPLIANCE

The Corporation of the City of Temiskaming Shores does not tolerate violence in any form. Violence is a serious matter and should be treated as such. Any employee who is found to have violated this *Violence in the Workplace Prevention Policy* may be disciplined according to the severity of the actions, up to and including dismissal.

7.0 REPRISAL

Any form of retaliation against employees exercising their rights under this policy will be considered a serious violation of this policy and will not be tolerated. Such retaliatory actions may be subject to disciplinary action, up to and including dismissal.

8.0 CONFIDENTIALITY

The City of Temiskaming Shores will make every effort to ensure appropriate confidentiality where an incidence of violence has occurred.

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
BY-LAW NO. 2010-126
BEING A BY-LAW TO ADOPT A
HARASSMENT AND VIOLENCE IN THE WORKPLACE PREVENTION PROGRAM
FOR THE CITY OF TEMISKAMING SHORES**

WHEREAS Bill 168, Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009 received Royal Assent in December 2009;

AND WHEREAS the *Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009* requires municipalities to have in place policies to prevent harassment and violence in the workplace;

AND WHEREAS under Section 32.0.1 (1) of the *Occupational Health and Safety Act, R.S.O. 1990, Chapter O.1*, as amended, an employer shall, prepare a policy with respect to workplace violence and a policy with respect to workplace harassment and shall review the policies as often as is necessary, but at least annually;

AND WHEREAS at its Regular meeting held on June 15, 2010, the Council of The Corporation of the City of Temiskaming Shores adopted By-laws 2010-068 and 2010-082, policies with respect to workplace violence and workplace harassment;

AND WHEREAS under Section 32.0.2 (1) of the *Occupational Health and Safety Act, R.S.O. 1990, Chapter O.1*, as amended, an employer shall develop and maintain a program to implement the policy with respect to workplace violence required under clause 32.0.1 (1) (a);

AND WHEREAS under Section 32.0.6 (1) of the *Occupational Health and Safety Act, R.S.O. 1990, Chapter O.1*, as amended, an employer shall develop and maintain a program to implement the policy with respect to workplace harassment required under clause 32.0.1 (1) (b);

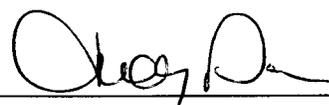
AND WHEREAS at the Committee of the Whole meeting held on September 7, 2010, Council acknowledged receipt of Report No. CS-036-2010 and adopted a recommendation authorizing the preparation of a by-law to adopt a *Harassment and Violence in the Workplace Prevention Program* in order to comply with the *Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009* in support of By-laws 2010-068 and 2010-082, for Council's consideration.

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

1. That the *Harassment and Violence in the Workplace Prevention Program* identified as Schedule "A" attached hereto and forming part of this by-law be hereby approved and adopted; and

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

READ a FIRST, SECOND and THIRD TIME and FINALLY PASSED this 21st day of September, 2010.



MAYOR



CLERK



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**SCHEDULE "A" TO
BY-LAW NO. 2010-126**

Harassment and Violence in the Workplace Prevention Program

**ADOPTED BY COUNCIL
on September 21, 2010**



THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

HARASSMENT AND VIOLENCE IN THE WORKPLACE PREVENTION PROGRAM

TABLE OF CONTENTS

1. Program Purpose
2. Responsibility
3. Specific Responsibilities
4. Mandatory Program Components
5. Reporting and Investigating Incidents of Workplace Harassment and/or Violence
6. Instruction to Employees
7. Instruction to Supervisors

APPENDICES:

- “A” Workplace Hazard Assessment Form
- “B” Signs and Notices for Posting
- “C” Required Contents of a Department Emergency Action Plan
- “D” Violent Incident Investigation Checklist
- “E” Municipal Report of Incident/Accident/Injury
- “F” List of Contacts

1.0 PURPOSE

This Harassment and/or Violence in the Workplace Procedure supports the City of Temiskaming Shores' Harassment and Violence in the Workplace Prevention Policies by outlining specific preventive actions to discourage and prevent acts of harassment and/or violence in the workplace before they occur. The procedure further outlines corrective measures to take in the event acts of harassment and/or violence occur in spite of all reasonable efforts to prevent them and the measures that can be taken to support employees who are affected by such harassment and/or violence.

The City of Temiskaming Shores is committed to providing a safe and healthy work environment.

2.0 RESPONSIBILITY:

Everyone is responsible for creating and maintaining a safe workplace to the extent of each person's authority and ability to do so. It is the responsibility of every City of Temiskaming Shores' employee to assist and cooperate in making the workplace as safe and secure as possible.

This policy applies to all employees of the City of Temiskaming Shores, including but not limited to regular, temporary and contract employees, students and volunteers.

Members of the general public, visitors to City facilities, or individuals conducting business with the City of Temiskaming Shores, are expected to refrain from any form of harassment and/or violence. The City will take any necessary steps to ensure a workplace free from harassment and violence.

Since all employees have the right to work in an environment free from harassment and violence, all employees share the responsibility to support a harassment and violence free workplace.

3.0 SPECIFIC RESPONSIBILITIES:

A) Human Resources Department:

- Will actively monitor industry standards and available current information on "Harassment and Violence in the Workplace Prevention" issues and provide information to and consult with department management to allow for the most effective implementation of Harassment and Violence in the Workplace Prevention policies.
- Will participate in the investigation of reported harassment and violence related incidents in the workplace and will assist department management and Joint Health and Safety Committees in implementing proper programs/controls in response to such incidents.
- Will review, analyze and track all reported incidents of harassment and violence in City of Temiskaming Shores facilities and operational activities.

- Will review and provide input on all work practices, operational controls and training programs as may be developed by departments to address specific department needs.

B) Departments:

- Departments are responsible for implementing this procedure and for establishing specific program controls to prevent incidents of harassment and violence in their workplaces. All harassment and violence prevention controls must be developed in consultation with the respective Joint Health and Safety Committees.
- Each Department will be required to facilitate the implementation and continued visibility of the Harassment and Violence in the Workplace Prevention Policies and Procedures.

4.0 MANDATORY PROGRAM COMPONENTS:

In developing work practices, operational procedures and staff training programs to prevent workplace harassment and violence, specific circumstances appropriate to each Department's operation must be considered. Such planning and strategizing will be conducted on City workplaces and will include consultation with workplace stakeholders.

When implementing this procedure the following four components must be included, as a minimum:

A) Violence Hazard Assessment:

The potential risk of harassment and violence in particular workplaces must be assessed. Each Department shall arrange for a hazard assessment to be conducted at each work location, in consultation with the appropriate Joint Health and Safety Committee.

As part of such assessments, all employees at the work location will be afforded the opportunity to voluntarily participate in a Hazard Assessment Questionnaire (**attached as Appendix A**). The Hazard Assessment Questionnaire will be completed in a suitable manner determined by the department management. Furthermore, Management, in consultation with the Joint Health and Safety Committee, may modify the questionnaire for the specific work location, to properly reflect the specific hazards identified.

B) Signs and Notices:

Each Department will ensure that appropriate signs, (**attached as Appendix B**), indicating the City of Temiskaming Shores does not tolerate any acts of harassment and/or violence in the workplace, are posted in conspicuous areas throughout the Department.

C) Emergency Plans:

Departments are responsible for developing and implementing departmental Emergency Plans to address issues involving severe acts of harassment and violence.

The plan shall be updated and reviewed with workers annually, particularly if there is turnover among employees or a change to the facility or a work process.

For information on the required contents of an "emergency action plan" please see list (**attached as Appendix C**).

D) Information/Training:

Training is a critical component of any harassment and violence prevention strategy. Training is necessary for employees, supervisors, and staff members at any work location where responding to an incident of workplace harassment or violence may occur. Providing appropriate training informs employees that management will take threats seriously, encourages employees to report incidents, and demonstrates management's commitment to deal with reported incidents.

5.0 PROCEDURE FOR REPORTING AND INVESTIGATING ACTUAL OR POTENTIAL INCIDENTS OF WORKPLACE VIOLENCE:

All reports of incidents or potential incidents of harassment or violence will be taken seriously and will be dealt with by the immediate supervisor in an appropriate and timely fashion.

Reporting Emergencies: (Immediate danger; weapons involvement; physical injury related to violent behaviour; and obvious signs of abusive threatening behaviour)

For threats of violence, assaults or other violent incidents the supervisor must be contacted immediately, if possible, and if necessary the Police.

After request for Police involvement and proper control of the emergency the event particulars shall be recorded by the supervisor on the "Municipal Report of Incident or Injury" form, (**attached as Appendix D**).

Reporting Non-Emergencies: (Verbal threats; actions and/or activities that may in the future lead to activities that may result in an emergency)

Employees are encouraged to report threatening statements or behaviour that gives one reasonable grounds to believe that there is a potential for workplace violence immediately to the immediate supervisor, who will determine the appropriate response. Such reports may assist in identifying patterns of potential violence and may assist in the prevention of emergency situations in the future.

The immediate supervisor, once made aware of such allegations, may contact the Human Resources Department for advice and direction as may be necessary.

Workplace harassment and/or violence may extend off City property and may occur outside of normal working hours. Therefore this procedure will apply for any of the above listed behaviours that are determined through investigation to stem from, or are related to or can be linked back to the individuals' employment with the City.

Detailed Investigation:

The supervisor, in consultation with the Human Resources Department may initiate a detailed, formal investigation consulting with other workplace stakeholders, as necessary, and initiate appropriate corrective action as may be determined through the investigation.

A report will be filed using the "Municipal Report of Incident or Injury" form and the "Violent Incident Investigation Checklist" form (**attached as Appendix D and E**).

During investigations fairness, impartiality, privacy and confidentiality issues as well as legislative requirements will be a primary consideration.

Support Services/Medical Assistance:

In the event of an incident of workplace violence resulting in physical injury, access to appropriate first aid or medical aid will be provided by the employee's Supervisor, as required under the WSIB Act. Ambulance or Police may be contacted depending on the severity of the injury.

Once the injured employee has received the required care, the Supervisor will complete the "Municipal Report of Incident or Injury" form, as in any other incident involving workplace injury (**attached as Appendix D**), to ensure proper adjudication of the workplace injury by the WSIB.

6.0 INSTRUCTION TO EMPLOYEES:

All employees of the City of Temiskaming Shores are encouraged to report any legitimate intimidation, threats or acts of violence. Employees should be confident that issues reported to their immediate Supervisor will be treated with sensitivity, fairness and impartiality, while maintaining privacy and confidentiality considerations at all times.

This procedure will be communicated to all workers through Memos to Supervisors, will be reviewed with Staff annually and shall be clearly referenced on all violence related notices/signs that are posted.

Each Department is required to conduct a review of their "department violence in the workplace prevention procedure" annually, in consultation with the Joint Occupational Health and Safety Committee, and to revise it as necessary.

Questions or concerns regarding the department procedure may be directed to the immediate supervisor or the Human Resources Department.

7.0 INSTRUCTION TO SUPERVISORS:

Any supervisor, who receives a report of a violation or alleged violation of this procedure, shall evaluate the suspected violation and shall consult with the Human Resources Department.

Supervisors shall respond to any emergency situations related to violence in the workplace by contacting 911 and activating the department emergency response plan as may be necessary.

Supervisors shall deal with all such issues brought to their attention with sensitivity, fairness, and impartiality. Privacy and confidentiality considerations shall be applied at all times when dealing with such issues.

NOTE:

Workers and their supervisors shall be held accountable for violations of health and safety rules, regulations, and procedures. Disciplinary action, where necessary, will be dictated by the City of Temiskaming Shores disciplinary policy and will be based on the merits of the specific case.



Appendix: A

Workplace Hazard Assessment Form

This form is designed to help management, workers and members of Joint Health and Safety Committees carry out an assessment of the potential risks of violence associated with the activities carried out in their Departments and to respond accordingly to any identified risks. Completion of this form supports the City of Temiskaming Shores' effort to implement the Violence in the Workplace Prevention Procedure.

Name: _____
Title: _____
Department: _____
Date: _____

Part 1:

Describe your department and types of activities performed by employees.

Action to be taken:

Part 2:

Have there been incidents when employees in your department have experienced verbal abuse? Please describe.

Action to be taken:

Part 3:

Do employees in your department work with money or other valuables? Please describe.

Action to be taken:

Do employees in your department work with people who regularly "act out"? Please describe.

Action to be taken:

Do employees in your department monitor or regulate the activity of others or carry out processes or make decisions which adversely affect others? Please describe.

Action to be taken:

Do employees in your department work with projects that may elicit a negative or confrontational response? Please describe.

Action to be taken:

Part 4:

Does any employee in your department work alone during normal working hours? Please describe.

Action to be taken:

Does any employee within your department work alone after normal working hours? Please describe.

Action to be taken:

Please describe any precautions already taken to safeguard members at your work location who work alone.

Part 5:

Please describe other factors at your work location or in your work activities which you feel might increase the risk of violence or harassment.

Any additional comments you would like to make that which apply to your job(s) that were not covered in any of the questions above.

Appendix: B

Signs and Notices for Posting



The City of Temiskaming Shores in support of a safe and healthy work environment.

Violence and/or Harassment will not be tolerated at any time.

The City of Temiskaming Shores is committed to maintaining a safe and positive atmosphere at all City Facilities.

In accordance with By-laws 2010-068 and 2010-082.



Department Emergency Action Plan Requirements

A department emergency action plan should include, as a minimum:

- Procedures for calling for help;
- Procedures for calling for medical assistance;
- Procedures for notifying the proper authorities (security personnel and the police);
- Emergency escape procedures and routes, (could be the same as Fire Emergency Evacuation Plan);
- Safe places to escape inside and outside of the facility;
- Securing the work area where the incident took place;
- Procedures for accounting for all employees if a facility is evacuated, (may be the same as Fire Emergency Evacuation Plan);
- Identifying personnel who may be called upon to perform medical or rescue duties and;
- Training and educating employees in workplace violence issues and the emergency action plan.

The emergency response plan for each department workplace must consider any additional specific issues that may exist at a specific work place but which may not be covered in the list above.

Violent Incident Investigation Checklist

Use this checklist for violent incident investigations to ensure all aspects of the incident have been reviewed. Prepare an Incident Report based on your findings.

- Names, addresses, telephone numbers of complainants, assailants and witnesses
- Occupation of complainants, assailants and witnesses
- Date and time of incident
- Date and time of incident reported to employer
- Exact location of incident
- Exact location of complainants, assailants and witnesses
- Activities of complainants, assailants and witnesses before, during and after the incident
- Statements of witnesses and their locations
- Details explanation of events in order of occurrence
- Complainant's account of events
- Assailant's account of events
- Unusual activity that may have contributed to incident
- Photographs and/or diagrams

4. Activities	What was the person doing at the time (select a maximum of 3) <input type="checkbox"/> body movement/posture <input type="checkbox"/> office work <input type="checkbox"/> working in/under water <input type="checkbox"/> driving <input type="checkbox"/> operating equipment <input type="checkbox"/> working with/near electricity <input type="checkbox"/> handling chemicals <input type="checkbox"/> repetitive activity <input type="checkbox"/> other: _____ <input type="checkbox"/> manual material handling <input type="checkbox"/> working at height _____		
5. Location	Incident location (for example: unit #, building, area, rural route, lot, concession number, construction site, etc.)		
6. People	Select a maximum of 5 factors that may have contributed to the incident (if any) <input type="checkbox"/> health/pre-existing condition <input type="checkbox"/> lack of skills/training <input type="checkbox"/> unsafe behaviour <input type="checkbox"/> inattention <input type="checkbox"/> misjudgment <input type="checkbox"/> unsuitable clothing <input type="checkbox"/> lack of experience/knowledge <input type="checkbox"/> overexertion <input type="checkbox"/> other: _____		
7. Procedures	Select a maximum of 5 factors that may have contributed to the incident (if any) <input type="checkbox"/> hazard not identified <input type="checkbox"/> procedures not available <input type="checkbox"/> verbal instructions only <input type="checkbox"/> incorrect procedures used <input type="checkbox"/> procedures not clear <input type="checkbox"/> other: _____ <input type="checkbox"/> job planning not sufficient <input type="checkbox"/> procedures not sufficient _____ <input type="checkbox"/> no instructions given <input type="checkbox"/> procedures not used/followed _____		
8. Hardware	Select a maximum of 5 factors that may have contributed to the incident (if any) <input type="checkbox"/> equipment/tool defective <input type="checkbox"/> inadequate PPE <input type="checkbox"/> physical barrier not used <input type="checkbox"/> equipment/tool failure <input type="checkbox"/> incorrect PPE <input type="checkbox"/> physical barrier unavailable <input type="checkbox"/> equipment/tool inadequate <input type="checkbox"/> PPE not used <input type="checkbox"/> poor location/orientation <input type="checkbox"/> equipment/tool incorrect <input type="checkbox"/> PPE not available <input type="checkbox"/> poor PPE design <input type="checkbox"/> equipment/tool unavailable <input type="checkbox"/> physical barrier failure <input type="checkbox"/> other: _____ <input type="checkbox"/> failure of PPE <input type="checkbox"/> physical barrier inadequate _____ <input type="checkbox"/> inadequate design <input type="checkbox"/> physical barrier incorrect _____		
9. Physical Environment	Select a maximum of 5 factors that may have contributed to the incident (if any) <input type="checkbox"/> animals, insects, plants <input type="checkbox"/> inaccessible/awkward location <input type="checkbox"/> structural failure <input type="checkbox"/> cold environment <input type="checkbox"/> inadequate lighting <input type="checkbox"/> uneven surfaces <input type="checkbox"/> confined space <input type="checkbox"/> inadequate ventilation <input type="checkbox"/> windy conditions <input type="checkbox"/> dark, night conditions <input type="checkbox"/> inadequate visibility <input type="checkbox"/> workers at height <input type="checkbox"/> dusty environment <input type="checkbox"/> rainy conditions <input type="checkbox"/> workers overhead <input type="checkbox"/> energized equipment <input type="checkbox"/> sharp objects <input type="checkbox"/> other: _____ <input type="checkbox"/> erosion, corrosion <input type="checkbox"/> slippery surface _____ <input type="checkbox"/> hot environment <input type="checkbox"/> snow/ice _____		
10. Root Cause	Select at least one root cause. <input type="checkbox"/> communication <input type="checkbox"/> personnel performance <input type="checkbox"/> training <input type="checkbox"/> housekeeping <input type="checkbox"/> policies and procedures <input type="checkbox"/> task design <input type="checkbox"/> job planning <input type="checkbox"/> responsibilities <input type="checkbox"/> workplace layout <input type="checkbox"/> maintenance <input type="checkbox"/> supervision <input type="checkbox"/> other: _____		
11. Energies	Select the energies present. <input type="checkbox"/> biological <input type="checkbox"/> gravity <input type="checkbox"/> noise <input type="checkbox"/> body mechanics <input type="checkbox"/> lights <input type="checkbox"/> non-ionizing radiation <input type="checkbox"/> chemical <input type="checkbox"/> ionizing radiation <input type="checkbox"/> pressure <input type="checkbox"/> electrical <input type="checkbox"/> mechanical <input type="checkbox"/> thermal/heat/cold		
12. Activities	What type of work was being performed? <input type="checkbox"/> emergency <input type="checkbox"/> routine <input type="checkbox"/> training		

13. Corrective Measures	What are the recommended corrective measures? (Select a maximum of 9) <input type="checkbox"/> communication changes <input type="checkbox"/> policy change <input type="checkbox"/> raise awareness <input type="checkbox"/> equipment/hardware changes <input type="checkbox"/> procedure changes <input type="checkbox"/> responsibility changes <input type="checkbox"/> PPE changes <input type="checkbox"/> safety program changes <input type="checkbox"/> workplace changes <input type="checkbox"/> planning/scheduling <input type="checkbox"/> training program changes <input type="checkbox"/> other: _____																		
14. Review	Distribution <table border="1" data-bbox="261 422 1567 682"> <tr> <td data-bbox="261 422 521 489">Prepared by:</td> <td data-bbox="526 422 786 489">Date prepared:</td> <td data-bbox="790 422 1050 489">Title:</td> <td data-bbox="1055 422 1315 489">Location:</td> <td data-bbox="1320 422 1567 489">Employee's signature</td> </tr> <tr> <td data-bbox="261 495 565 562">Supervisor:</td> <td data-bbox="570 495 850 562">Date Reviewed (yy/mmm/dd)</td> <td colspan="3" data-bbox="855 495 1567 562" rowspan="3"> Comments: <input type="checkbox"/> Department Director <input type="checkbox"/> Supervisor <input type="checkbox"/> Employee </td> </tr> <tr> <td data-bbox="261 569 565 636">Department Director:</td> <td data-bbox="570 569 850 636">Date Reviewed (yy/mmm/dd)</td> </tr> <tr> <td data-bbox="261 642 565 682">JHSC Contact:</td> <td data-bbox="570 642 850 682">Date Reviewed (yy/mmm/dd)</td> </tr> </table>					Prepared by:	Date prepared:	Title:	Location:	Employee's signature	Supervisor:	Date Reviewed (yy/mmm/dd)	Comments: <input type="checkbox"/> Department Director <input type="checkbox"/> Supervisor <input type="checkbox"/> Employee			Department Director:	Date Reviewed (yy/mmm/dd)	JHSC Contact:	Date Reviewed (yy/mmm/dd)
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Department Director:	Date Reviewed (yy/mmm/dd)																		
JHSC Contact:	Date Reviewed (yy/mmm/dd)																		

List of Contacts

Emergency Phone Numbers

Please fill in the "Emergency Phone Numbers" appropriate for your building. Copy this box and tape on your desk by your phone or somewhere else close to your phone for handy reference.

(Copies of this card also can be made.)

Police Emergency, Fire Department, Ambulance : 911

Immediate Supervisor: _____

City Manager: _____

Human Resource Department: _____

Joint Health and Safety Committee Member: _____

Subject: Connelly Communications Lease Agreement

Report No.: CS-002-2022

Agenda Date: January 18, 2022

Attachments

Appendix 01: By-law No. 2018-065 (By-law to authorize the entering into a Lease Agreement with Connelly Communications Corporation for the lease of Office Space at Riverside Place)

Appendix 02: Draft By-law (**Please refer to By-law No. 2022-005**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-002-2022; and
2. That Council directs staff to prepare the necessary by-law to amend By-law No. 2018-065 to enter into a Lease Agreement with Connelly Communications Corporation for the lease of Office Space at Riverside Place, for a rental rate increase of 2% each year for the remainder of the term (2023-2028), for consideration at the January 18th, 2022 Regular Council Meeting.

Background

Connelly Communications Corporation has been renting space in the Riverside Place for a number of years. In accordance with By-law 2018-065, the rent for the remaining five (5) years of the agreement shall be negotiated between the parties no later than January 31st, 2022 and shall be based upon a mutually agreed upon fair market value.

Analysis

In December of 2021, staff met with representatives from Connelly Communications to discuss the renewal of the lease agreement.

Staff is recommending a rent increase of 2% each year for the remainder of the term (5 years). This remains consistent with the current lease and will allow for increased revenues to cover increasing expenses associated with the space.

Attached as Appendix 2 is the draft lease agreement.

Financial / Staffing Implications

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

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

The City revenues will be as follows:

2023 - \$46,632

2024 - \$47,570

2025 - \$48,542

2026 - \$49,513

2027 - \$50,485

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for Council’s consideration by:

“Original signed by”

“Original signed by”

Shelly Zubyck
 Director of Corporate Services

Christopher W. Oslund
 City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2018-065

Being a By-law to authorize the entering into a Lease Agreement with Connelly Communications Corporation for the lease of Office Space at Riverside Place

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 CS-008-2018 at the April 3, 2018 Regular Council meeting and directed staff to prepare the necessary by-law and amendment to enter into a Lease Agreement with Connelly Communications Corporation (CJTT Radio) for the rental of space at Riverside Place (55 Riverside Drive) for consideration at the April 17, 2018 Regular Council meeting.

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

1. That the Mayor and Clerk be authorized to execute a lease agreement with Connelly Communications Corporation (CJTT Radio) for office space at Riverside Place, attached hereto as Schedule "A" and forming part of this by-law.
2. That the Term of the said lease agreement shall be for a period of ten (10) years commencing April 1, 2018 and expiring March 31, 2028.
3. That the Clerk be authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantical or descriptive nature to the by-law and schedule as may be deemed necessary after its passage.

Read a first, second and third time and finally passed this 17th day of April, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen

This Lease made in duplicate this 17th day of April, 2018

Between:

The Corporation of the City of Temiskaming Shores

Party of the first part
(hereinafter called the "Lessor")

And:

Connelly Communications Corporation

Party of the second part
(hereinafter called the "Lessee")

1. Premises

- 1.1 **Demise:** On consideration of the rents reserved and the covenants and agreements herein contained on the part of the Tenant, the Landlord hereby leases to the Tenant the offices in the New Liskeard Riverside Place as shown on Appendix 01, attached hereto and forming part of this agreement, together with the use of the fixtures and fittings (if any) as further set out on Appendix 01.
- 1.2 **Common Areas:** The Tenant shall likewise be entitled to the use in common with other persons entitled thereto of the washroom area situate in the building and the reception area, corridors, and parking areas in or appurtenant to the Riverside Place facility.
- 1.3 **Term:** This Agreement shall remain in effect for a term of ten (10) years commencing the **1st day of April, 2018** and ending the **31st day of March, 2028**.
- 1.4 **Rent:** Rental for 3,350 square feet of space to be rented shall be as follows:
 - 2018 \$12.85 per square foot per year**, plus applicable taxes, payable in advance on the 1st day of each month, the first of such installments to be paid on or before the 1st day of April, 2018.
 - 2019 \$13.05 per square foot per year**, plus applicable taxes, payable in advance on the 1st day of each month, the first of such installments to be paid on or before the 1st day of April, 2019.
 - 2020 \$13.25 per square foot per year**, plus applicable taxes, payable in advance on the 1st day of each month, the first of such installments to be paid on or before the 1st day of April, 2020.
 - 2021 \$13.45 per square foot per year**, plus applicable taxes, payable in

advance on the 1st day of each month, the first of such installments to be paid on or before the 1st day of April, 2021.

2022 \$13.65 per square foot per year, plus applicable taxes, payable in advance on the 1st day of each month, the first of such installments to be paid on or before the 1st day of April, 2022.

The rent for the remaining five (5) years of the agreement shall be negotiated between the parties no later than **January 31st, 2022** and shall be based on a mutually agreed upon fair market value.

Should the parties fail to agree upon a fair market value rental rate for the remaining five (5) years of the agreement, the parties hereto agree to have the matter resolved by a mutually agreed upon third party.

Any and all costs associated with a third party determination of the rental rate for the remaining five (5) years shall be borne equally by the Tenant and Landlord.

Should the parties fail to agree upon the selection of a third party for the purposes of determining the fair market value of the rental rate for the remaining five (5) years of the agreement, it is agreed that the matter shall be settled in accordance with Section 4.14 of the agreement.

2. Tenant's Covenants

The Tenant hereby covenants with the Landlord as follows:

- 2.1 Rent: to pay rent hereby reserved in the manner and on the days specified herein.
- 2.2 Hydro & Other Utilities: To pay when due all charges for hydro, telephone and similar services supplied to the leased premises including water and sewer charges levied in respect of the tenant's occupancy of the premises.
- 2.3 Use: To use the premises for business or professional uses only, and in particular, solely for the purpose of carrying on the business of a radio station.
- 2.4 Signs: Not to use the outer walls or windows in the premises for any notice, name plate, or sign, except as may be approved by the Landlord. The Landlord agrees that the Tenant shall be entitled to affix a sign consisting of its call letters "CJTT" to the exterior of the building; the location, size and colour to be reasonably acceptable to the Landlord.
- 2.5 Assignment and Subletting: Not to assign, sublet or part with possession of any part of the premises without leave of the Landlord, such a leave not to be reasonably withheld.

- 2.6 Alterations and Additions: Not to make any alterations or additions to the premises without the prior consent of the Landlord, such consent not to be unreasonably withheld.
- 2.7 Entry: To permit the landlord and its agents at all reasonable times to enter and view the state of repair of the premises.
- 2.8 Cleaning: To employ a competent janitor and cleaners to keep the office premises reasonably clean and dusted.
- 2.9 Insurance: To maintain insurance in form and amount and with companies reasonably satisfactory to the landlord and in particular as more specifically set out in Appendix "2" attached hereto and forming part of this agreement.
- 2.10 School Taxes: To pay school taxes levied in respect of the tenant's occupancy of the premises or in respect of the personal property or business of the tenants on the premises as and when the same become due.
- 2.11 Repair: To repair, reasonable wear and tear, and damage by fire, lightening and tempest only accepted.
- 2.12 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 if the water pipes, drainage pipes, electric lighting or other equipment of the building or the roof, or the 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, 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.
- 2.13 State of Premises on Termination: At the end of the term, or sooner termination of the term, the tenant will leave the premises in good repair, reasonable wear and tear and damage by fire, lightening and tempest only excepted. At that time, the tenant shall remove at the tenant's risk and expense from the demised premises within ten (10) days from the date of such termination or surrender any fixtures and chattels belonging to the tenant and leave the demised premises neat, clean and free and clear of all waste material and rubbish, all of said work to be done to the satisfaction of the landlord, and the tenant shall make good all damages caused to the property of the landlord by such removal. If the said fixtures and chattels are not removed, and the demised premises are not left in the condition contemplated hereby by the tenant within the said period of ten (10) days, then the landlord may carry out such work as agent of and at the expense of the tenant and the tenant shall pay to the landlord all costs and expenses incurred in so doing; or the landlord may permit the said fixtures and

chattels to remain on the premises in which case the tenant shall be deemed to have abandoned them, and the said fixtures and chattels shall then become the absolute property of the landlord.

- 2.14 Rules and Regulations: That the tenant and his employees and all persons visiting or doing business with them on the premises shall be bound by and will observe and perform any reasonable rules and regulations made hereafter by the landlord of which notice in writing shall be given to the tenant, and that all such rules and regulations shall be deemed to be incorporated in and form part of this lease.
- 2.15 Landlord's Insurance: Not to use premises except as permitted hereunder and in particular not to do, omit, or permit to be done or omitted upon the premises anything which shall cause the rate of insurance upon the building to be increased.
- 2.16 Observance of Law: In its use and occupation of the premises, not to violate any law or ordinance or any order, rule, regulation or requirement of any federal, provincial or municipal government and any appropriate department, commission, board or officer thereof.
- 2.17 Indemnity: To indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person, firm, or corporation arising out of the tenant's use and occupancy of the premises, and without excluding the generality of the foregoing, arising out of any act of negligence of the tenant or any assignee, subtenant, agent, contractor, servant, employee or licensee of the Tenant and against and from all costs, counsel fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon.

3. Landlord's Covenants

The Landlord hereby covenants with the Tenant as follows;

- 3.1 Quiet enjoyment: To permit the tenant so long as it pays the rent reserved and complies with the covenants to use the said offices without interference from the landlord;
- 3.2 Taxes: Except as provided above in paragraph 2.10, to pay all present and future taxes in respect of the building.
- 3.3 Utilities: To supply at its expense to heat and air condition the premises as appropriate, and to supply electricity and gas to the premises; provided the tenant shall pay charges for hydro used by it on the premises.
- 3.4 Maintenance: To maintain the premises, the outer walls, and roof of the building in proper structural repair.

- 3.5 Snow Removal: To arrange for the removal of snow from the parking areas, entrance and exits.
- 3.6 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;

4. Provisos

Provided always and it is hereby agreed as follows:

- 4.1 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 (30) days after such fire, lightning or tempest, notice in writing of its intention to do so 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;
- 4.2 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;
- 4.3 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 whatever, the Landlord shall be entitled thereafter to enter upon the premises and the same to repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;
- 4.4 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 or become bankrupt or insolvent or take the benefit 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 of the premises was holding over after the expiration of the term without any right whatever;

- 4.5 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;
- 4.6 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 therefor, 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;
- 4.7 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;
- 4.8 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 or breach.
- 4.9 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.

- 4.10 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 to the party concerned at the address in Appendix “3”, and mailed registered and postage prepaid. The date of receipt of such notice shall be the fourth (4th) business day following the date of so mailing. In the alternative, any such notice may be delivered by hand to the offices of the landlord, if given by the tenant, or to the premises, if given by the landlord, and any notice so delivered shall be deemed received upon the day following its delivery.
- 4.11 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.
- 4.12 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 of the parties hereto subject to the granting of consent by the landlord as contemplated above to any assignment or sublease.
- 4.13 Impossibility of performance: It is understood and agreed that whenever and to the extent that the Landlord shall be unable to fulfill, 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 fulfill such obligations or by reason of any other cause beyond its control whether of the foregoing character or not, the Landlord shall be relieved from the fulfillment of such obligation and the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;
- 4.14 Arbitration: It is agreed between the parties that all matters in difference between them in relation to this lease shall be settled by arbitration by two arbitrators in accordance with the provisions of the Arbitrations Act of the Province of Ontario, the provisions of this paragraph constitute a submission thereunder.

Remainder of Page left Blank Intentionally

In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in)
the presence of)

Tenant's Seal)
(if applicable))

Municipal Seal)

Connelly Communications Corporation

Owner – Robin Connelly

Witness

Print Name: _____

Title: _____

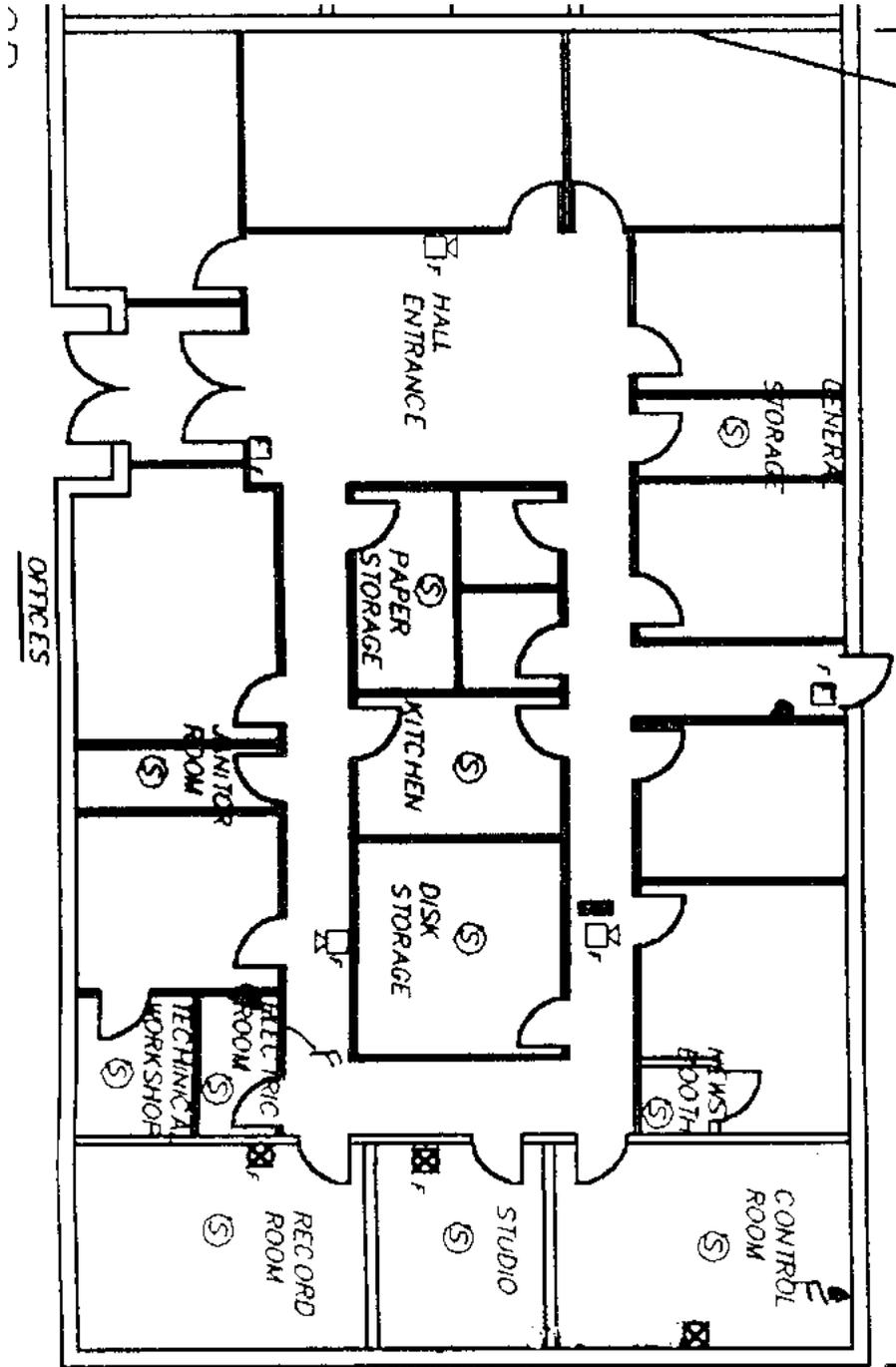
**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen

Appendix 01

Office Space Floor Plan – 55 Riverside Drive



Appendix 02

Tenant’s Insurance

The Tenant agrees to maintain public liability insurance in respect to its use and occupation of the premises contemplated by this agreement in form and amounts and with companies reasonable satisfactory to the Landlord.

Before taking possession of the premises hereunder, the Tenant shall provide the Landlord with proof of such coverage. In all cases, the Landlord shall appear as a named insured on any policy of insurance contemplated hereby.

Failure by the Tenant to maintain the insurance contemplated by this Appendix shall constitute default and shall entitle the Landlord to exercise any and all remedies for default contemplated by the lease attached hereto.

Appendix 03

Addresses for Notice

Landlord: The Corporation of the City of Temiskaming Shores
325 Farr Drive, P.O. Box 2050
Haileybury, Ontario
P0J 1K0

Attention: **Municipal Clerk**

Tenant: Connelly Communications Corporation
P.O. Box 430
Kirkland Lake, Ontario
P2N 3J4

Attention: **Robin Connelly**

Memo

To: Mayor and Council
From: Steve Burnett, Manager of Environmental Services
Date: January 18, 2022
Subject: Rate Increase for Recycling Agreement with Outside Municipalities

Mayor and Council:

Within the current multi-year agreements with Phippen Waste Management and R&D Recycling, a Consumer Price Index (CPI) increase is included on a yearly basis. For the Phippen agreement the CPI increase is based on Ontario – All-items excluding energy, as published for the previous 12 calendar months in September of each year. For the R&D agreement it is based on Ontario – All-items, as published for the previous 12 calendar months in April of each year

In past years, Council approved a two percent (2%) increase to the rate charged to outside municipalities for the acceptance of recyclable material. The current terms of the agreements with outside municipalities are from January 1st to December 31st each year. Within each agreement, Council may impose a rate increase through resolution. This increase is then provided to each municipality in writing.

For 2022, the CPI from September 2020 to September 2021 for Ontario – All-items excluding energy is 3.4% and from April 2020 to April 2021 for Ontario – All-items it is 3.3%. As a result, staff is recommending a 3.4 percent (3.4%) increase for all agreements with outside municipalities for the acceptance of recyclable material at the Spoke Transfer Station. This will result in increasing the rate of three-hundred and one dollar per tonne (\$301/tonne) to three-hundred and eleven dollars and twenty-three cents per tonne (\$311.23/tonne).

Prepared by:

Reviewed and submitted for Council's consideration by:

“Original signed by”

“Original signed by”

Steve Burnett
Manager of Environmental Services

Christopher W. Oslund
City Manager

Memo

To: Mayor and Council
From: Steve Burnett, Manager of Environmental Services
Date: January 18, 2022
Subject: Farr Drive Pump Replacement

Mayor and Council:

On December 30th, 2021, staff was notified by the Ontario Clean Water Agency (OCWA) that one of the two dry mounted sewage pumps at the Farr Drive Pumping Station had failed. This pump was purchased in 2015 and the motor was repaired in 2020 under partial warranty. The warranty for this pump has now fully expired. After further investigation it was determined that the replacement of the pump would be required.

On January 5, 2022 a quotation was received for the pump replacement in the amount of \$ 66,394.75. Consultation with the City Manager took place resulting in the issuance of a purchase order for the pump as it was identified that immediate action was required. The turn-around time for the pump from time of order is 8-10 weeks.

As a result, it is staff's recommendation that Council confirms the emergency replacement of the pump for the Farr Drive Lift Station in the amount of \$80,000 and that the Treasurer be directed to include a capital project in the amount of \$ 80,000 for the replacement of the Farr Drive Pump prior to the finalization of the 2022 Budget By-law. The additional cost from pump purchase is associated with electrical and installation requirements.

Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

Steve Burnett
Manager of Environmental Services

Christopher W. Oslund
City Manager

Memo

To: Mayor and Council
From: Mathew Bahm, Director of Recreation
Date: January 18, 2022
Subject: Employment and Social Development Canada - Enabling Accessibility Fund Grant Extension
Attachments: Appendix 01 - Draft By-law (**Please refer to By-law No. 2022-006**)

Mayor and Council:

City of Temiskaming Shores staff submitted an application to the Enabling Accessibility Fund, administered by Employment and Social Development Canada on July 25, 2018. The submission included funding in the amount of \$100,000 from ESDC for accessibility improvements to the Don Shepherdson Memorial Arena.

The ESDC sent notification that the City's application was approved and forwarded the Payment Agreement to the City on March 16, 2020.

At the March 24, 2020 regular meeting, Council adopted By-law No. 2020-034 being a by-law to enter into an agreement with Her Majesty the Queen in Right of Canada as represented by Employment and Social Development Canada for Accessibility Upgrades at the Don Shepherdson Memorial Arena – Project No. 1591799.

Due to challenges with COVID-19, the project was extended to October 31, 2021 through By-law No. 2020-129, at the December 15, 2020 Regular Council meeting. This project was expected to be completed within this time frame as per the terms of the funding agreement; however, due to the ongoing challenges of COVID-19 staff noted that such a completion date was no longer feasible and requested an extension of the agreement dates. ESDC has approved our proposed extension date of October 31, 2022.

This extension will allow us to undertake the proposed project in the summer of 2022, and it has been included in the proposed 2022 municipal budget.

It is recommended that Council direct staff to prepare the necessary by-law to amend By-law No. 2020-034 regarding the Accessibility Upgrades at the Don Shepherdson Memorial Arena, for consideration at the January 18, 2022 Regular Council meeting.



Due to these amendments, particularly with project timelines, a provision has been included in the proposed amending by-law, to recommend that the Mayor and Clerk have the delegation of authority to execute any and all required documentation and amendments, on behalf of the City of Temiskaming Shores, as required under the Contribution Agreement, as long as the amendments do not create any financial liability for the City that is beyond a budget approved by Council.

Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

Mathew Bahm
Director of Recreation

Christopher W. Oslund
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2022-001

**Being a by-law to authorize borrowing from time to time
to meet current Expenditures during the Fiscal Year
ending December 31, 2022**

Whereas Section 407, Subsection 1, of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides for the temporary borrowing by a municipality, at any time during a fiscal year, until taxes are collected and other revenues are received, of the amount council considers necessary to meet the current expenditures of the municipality for the year; and

Whereas the total amount which may be borrowed from all sources at any one time to meet the current expenditures of the municipality, except with the approval of the Ontario Municipal Board, is limited by Section 407, subsection 2, of the Municipal Act, 2001, S.O. 2001, c.25, as amended.

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 the Treasurer are hereby authorized to borrow, from time to time during the year 2022 (hereinafter referred to as the current year), such sums as may be necessary to meet the current expenditures of the municipality for the year, including amounts required in the year as set out in Section 407 subsection (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, until the taxes are collected and other revenues are received.
2. That a promissory note of bankers' acceptance made under Section 1 shall be signed by the Head of Council or such other person as is authorized by by-law to sign it and by the Treasurer.
3. That the Terms and Conditions for credit facilities available to The Corporation of the City of Temiskaming Shores from the Bank of Nova Scotia as set out in Schedule "A", hereto attached and forming part of the by-law, are hereby accepted.
4. That the Mayor and Treasurer are hereby authorized to enter into a Security Agreement with the Bank of Nova Scotia, a copy of which is attached hereto as Schedule "B" and forming part of this by-law.
5. That the Terms and Conditions for credit facilities available to The Corporation of the City of Temiskaming Shores from the Bank of Nova Scotia are hereby accepted.
6. That the total amount which may be borrowed at any one time under this by-law, together with the total of any similar borrowings that have not been repaid, shall not exceed the limits as outlined in Section 407, subsection 2, of the Municipal Act, 2001, S.O. 2001, c.25, as amended.

Read a first, second and third time and finally passed this 18th day of January, 2022.

Mayor

Clerk

TERMS AND CONDITIONS**CREDIT NUMBER: 01** _____ **AUTHORIZED AMOUNT: \$4,000,000****TYPE**

Operating Line

PURPOSE

General operating requirements

CURRENCY

Canadian dollars

AVAILMENT

The Borrower may avail the credit by way of direct advances evidenced by Agreement re Operating Credit Line.

INTEREST RATE

The Bank's Prime Lending Rate, from time to time, minus 0.25% with interest payable monthly.

REPAYMENT

Advances are repayable on demand

SPECIFIC SECURITY

The following security, evidenced by documents in form satisfactory to the Bank and registered or recorded as required by the Bank, is to be provided prior to any advances or availment being made under the Credit:

Agreement re: Operating Credit Line

CONDITIONS PRECEDENT

The following conditions are to be met to the satisfaction of the Bank and its solicitors prior to the implementation of the increase in the Operating Limit from the existing \$2,000,000 to \$4,000,000:

Listing of the Borrower's upcoming construction projects with estimated costs and expected starting dates.

Resolution authorizing the Borrower to increase borrowing by way of a limit increase to \$4,000,000 under the operating facility.

SPECIFIC CONDITIONS

Until all debts and liabilities under the Credit have been discharged in full, the following conditions will apply in respect of the Credit:

January 1 to September 30 of each year:

Advances under the Operating credit are to be limited to 50% of total estimated revenue of the Borrower as set out in the budget adopted for the year and approved by Council;

October 1 to December 31 of each year:

Advances under the Operating credit are to be limited to 25% of total estimated revenue of the Borrower as set out in the budget adopted for the year and approved by Council.

CREDIT NUMBER: 02

AUTHORIZED AMOUNT: \$2,000,000

~~(Current balance: \$516,786)~~*S. Jivelli*TYPE

Equipment Financing Line – Revolving Term/Lease (Scotia Leasing)

PURPOSE

To assist with the acquisitions of new equipment

AVAILMENT

The Borrower may avail the Credit by way of direct advances evidenced by Demand Promissory Notes and/or by Lease Agreement with supporting documentation and/or Conditional Sale Contracts in form satisfactory to the Bank.

INTEREST RATEDirect Advances

The Bank's Prime Lending Rate from time to time per annum, with interest payable monthly.

The Borrower has the option to fix the interest rate for the balance of the term of the loan at any time subject to availability. Rates will be quoted upon request.

Scotia Lease/Conditional Sales ContractFloating Rate Option:

The base payment applicable to each contract will be set on the commencement date of the contract based upon the Bank's Prime Lending Rate per annum, calculated and payable monthly. The total periodic payment will be adjusted monthly with changes in the Bank's Prime Lending Rate.

Fixed Rate Option:

The Borrower has the option to fix the payments for the balance of the term of the contract provided that the Borrower is not then in default under any credits. This option must be exercised prior to the commencement of the last third of the initial term of the contract.

Although the fixed rate will be set on the date notification is received by the Bank, the new rate will be effective on the next payment due date (provided the next payment due date is at least 10 days from receipt of the notice). A fee is payable when this option is exercised. The fixed rate will be quoted on request/based on Scotia Leasing's Base Rate at the time the option to fix the rate is exercised plus 1.25% per annum, calculated and payable monthly.

FEES

Standard Documentation Fees as prescribed by Scotia Leasing, payable at the time of each Lease drawdown.

DRAWDOWN

The undrawn portion of the credit is subject to Annual Review.

Advances are to be made in minimum multiples of \$50,000.

REPAYMENT**Direct Advances**

Advances are repayable in equal monthly instalments of principal, commencing within 30 days of drawdown, with a final payment of the balance of principal and interest then outstanding due at the end of the selected term. The maximum term of each loan is 5 years and the maximum amortization is 5 years.

Scotia Lease – ABC Purchase Option

Leases are repayable in accordance with the terms and conditions of each respective lease contract. The maximum term of any such lease/contract shall not exceed 60 months. At the end of the term to option, the lessee shall elect one of the following options:

- A. purchase the equipment for up to a maximum of 20% of the original cost;
- B. indentify a third party acceptable to the Bank to purchase the equipment from the Bank for up to a maximum of 20% of the original cost;
- C. rent the equipment for an additional term and revised rent payment to be authorized by the Bank.

Scotia Lease – \$1 Purchase Option

Leases are repayable in accordance with the terms and conditions of each respective lease contract. The maximum term of any such lease/contract shall not exceed 60 months. At the end of the term, the lessee shall elect to purchase the equipment for \$1.00.

PREPAYMENT

Prepayments are to be applied against installments of principal in the inverse order of their maturities.

Direct Advances**Floating Interest Rate:**

Prepayment is permitted without penalty at any time in whole or in part.

Fixed Interest Rate:

Prepayment of any advance made by the Bank pursuant to this loan agreement (each an "Advance"), in whole or in part, is permitted at any time. In addition to any other amount then payable by the Borrower pursuant to the terms hereof (including, without limitation, accrued

interest) in respect of the amount being prepaid (the "Prepayment Amount"), the Borrower shall pay to the Bank an amount equal to the greater of:

- (i) three months simple interest on the Prepayment Amount at the rate applicable to the relevant Advance being prepaid, and
- (ii) The Bank's Funding Loss. For the purposes hereof, "Funding Loss" means, in respect of the Advance being prepaid, any loss, cost or expense which may be incurred by the Bank by reason of the reemployment, for the Prepayment Period, of the funds acquired by the Bank to fund such Advance. "Prepayment Period" means the period commencing on, and including, the date on which the Prepayment Amount is paid to the Bank to, but excluding, the scheduled repayment date of the relevant Advance.

Scotia Lease/Conditional Sales Contract

Leases/Conditional Sale Contracts are not cancellable, and no prepayments of principal are permitted.

SPECIFIC SECURITY

The following security, evidenced by documents in form satisfactory to the Bank and registered or recorded as required by the Bank, is to be provided prior to any advances or avilment being made under the Credit(s):

Direct Advances

General Security Agreement supported by a Chattel Mortgage over specific equipment financed with replacement cost insurance coverage, loss, if any, payable to the Bank.

Scotia Lease

Lease Agreement(s)/Conditional Sales Contract(s) covering equipment leased.

Comprehensive General Liability insurance for a minimum of \$2 million per occurrence with the Bank recorded as an additional named insured.

All Risk Insurance covering the replacement value of the equipment with the Bank recorded as loss payee and additional named insured.

Vehicles – Collision and Comprehensive (All Perils) Liability and Damage to vehicle for \$5 million per occurrence showing the Bank as loss payee and additional named insured.

Resolution of the Council authorizing leases.

SPECIFIC CONDITIONS

Until all debts and liabilities under the Credit have been discharged in full, the following conditions will apply in respect of the Credit:

Prior to drawdown, the Bank is to be satisfied with the quality, value and eligibility of all assets being leased or financed.

The amount of financing shall not exceed 100% of the cost of the equipment being financed exclusive of the relative taxes and the Borrower shall provide security deposits, advance rentals and/or down payments to reduce financing to this limit.

CREDIT NUMBER: 03 **AUTHORIZED AMOUNT: \$750,000**

TYPE

Scotia Visa Business Card - Availment, interest rate and repayment as per Cardholder Agreement.

PURPOSE

Business expenses

CURRENCY

Canadian Dollars

SPECIFIC SECURITY

The following security, evidenced by documents in form satisfactory to the Bank and registered or recorded as required by the Bank, is to be provided prior to any advances or availment being made under the Credit:

Scotia Visa Business Card Agreement

GENERAL SECURITY, TERMS AND CONDITIONS APPLICABLE TO ALL CREDITS

GENERAL SECURITY

The following security, evidenced by documents in form satisfactory to the Bank and registered or recorded as required by the Bank, is to be provided prior to any advances or availment being made under the Credits:

Municipal Borrowing By-Law for Current Expenditures containing a pledge of tax revenues

Security Agreement, Municipalities and School Boards

Banking Resolution, Municipalities and a supporting List of Officers

GENERAL CONDITIONS

Until all debts and liabilities under the Credits have been discharged in full, the following conditions will apply in respect of the Credits:

The Borrower agrees to:

- (i) comply with all applicable borrowing legislation
- (ii) advise the Bank of any breach of statutory borrowing limits
- (iii) provide the Bank with certificates of estimated revenues from time to time, upon request.

The Borrower will give the Bank the opportunity to offer additional future banking and credit requirements.

For ongoing Credit Risk management purposes, all operating accounts of the Borrower shall be maintained with the Bank as long as the Borrower has any operating line facilities with the Bank.

GENERAL BORROWER REPORTING CONDITIONS

Until all debts and liabilities under the Credits have been discharged in full, the Borrower will provide the Bank with the following:

Annual Audited Consolidated Financial Statements of the Borrower, within 150 days of the Borrower's fiscal year end.

Annual Budget for the ensuing year, within 150 days of fiscal year end.

Copy of current Municipal Borrowing By-Law is required in January of each year.

Copy of current Security Agreement in January of each year.

At the time of the annual review, the Municipality's Treasurer must provide the bank with the following:

- a) Details of short term borrowings from other banks and from its own Reserve funds
- b) Copy of a By-Law approving annual estimates.

Such other financial information as the Bank may reasonably require from time to time.

OTHER FEES

In addition to, and not in substitution for the obligations of the Borrower and the rights of the Bank upon the occurrence of an event of default herein, the Borrower shall pay to the Bank:

- (a) a fee of \$300 per occurrence (or such higher amount as may be determined by the Bank from time to time) during which the Borrower is late in providing the Bank with financial or other information required herein;
- (b) a fee of \$300 per occurrence (or such higher amount as may be determined by the Bank from time to time) during which loan payments of principal, interest or other amounts are past due; and
- (c) a fee of \$1,500 per occurrence (or such higher amount as may be determined by the Bank from time to time) during which the Borrower is in default of any other term or condition contained in this Commitment Letter or in any other agreement to which the Borrower and the Bank are parties.

The imposition or collection of fees does not constitute an express or implied waiver by the Bank of any event of default or any of the terms or conditions of the lending arrangements, security or rights arising from any default. Fees may be charged to the Borrower's deposit account when incurred.

SCHEDULE "A"

**ADDITIONAL TERMS AND CONDITIONS APPLICABLE
TO ALL CREDITS**

(In the event of a conflict, the terms and conditions of any lease agreement and/or conditional sale contract supersede the terms and conditions in this Schedule A with regard to such leases and/or conditional sale contracts.)

1. **Calculation and Payment of Interest**

Interest on loans/advances made in Canadian dollars will be calculated on a daily basis and payable monthly on the 22nd day of each month (unless otherwise stipulated by the Bank). Interest shall be payable not in advance on the basis of a calendar year for the actual number of days elapsed both before and after demand of payment or default and/or judgment.

2. **Interest on Overdue Interest**

Interest on overdue interest shall be calculated at the same rate as interest on the loans/advances in respect of which interest is overdue, but shall be compounded monthly and be payable on demand, both before and after demand and judgment.

3. **Indemnity Provision**

If the introduction, adoption or implementation of, or any change in, or in the interpretation of, or any change in its application to the Borrower of, any law, regulation, guideline or request issued by any central bank or other governmental authority (whether or not having the force of law), including, without limitation, any liquidity reserve or other reserve or special deposit requirement or any tax (other than tax on the Bank's general income) or any capital requirement, has due to the Bank's compliance the effect, directly or indirectly, of (i) increasing the cost to the Bank of performing its obligations hereunder or under any availment hereunder; (ii) reducing any amount received or receivable by the Bank or its effective return hereunder or in respect of any availment hereunder or on its capital; or (iii) causing the Bank to make any payment or to forgo any return based on any amount received or receivable by the Bank hereunder or in respect of any availment hereunder determined by the Bank in its discretion, then upon demand from time to time the Borrower shall pay such amount as shall compensate the Bank for any such cost, reduction, payment or forgone return (collectively "Increased Costs") as such amounts are reasonably determined by the Bank and set forth in a certificate to the Borrower.

In the event of the Borrower becoming liable for such Increased Costs the Borrower shall have the right to prepay in full, without penalty, the outstanding principal balance under the affected credit other than the face amount of any document or instrument issued or accepted by the Bank for the account of the Borrower, including, without limitation, a Letter of Credit, a Letter of Guarantee or a Bankers' Acceptance. Upon any such prepayment, the Borrower shall also pay the then accrued interest on the amount prepaid and the Increased Costs to the date of prepayment together with such amount as will compensate the Bank for the cost of any early termination of its funding arrangements in accordance with its normal practices, as such amounts are calculated in a certificate reasonably prepared by the Bank.

4. **Environment**

The Borrower agrees:

- (a) to obey all applicable laws and requirements of any federal, provincial, or any other governmental authority relating to the environment and the operation of the business

activities of the Borrower;

- (b) to allow the Bank access at all times to the business premises of the Borrower to monitor and inspect all property and business activities of the Borrower;
- (c) to notify the Bank from time to time of any business activity conducted by the Borrower which involves the use or handling of hazardous materials or wastes or which increases the environmental liability of the Borrower in any material manner;
- (d) to notify the Bank of any proposed change in the use or occupation of the property of the Borrower prior to any change occurring;
- (e) to provide the Bank with immediate written notice of any environmental problem and any hazardous materials or substances which have an adverse effect on the property, equipment, or business activities of the Borrower and with any other environmental information requested by the Bank from time to time.
- (f) to conduct all environmental remedial activities which a commercially reasonable person would perform in similar circumstances to meet its environmental responsibilities and if the Borrower fails to do so, the Bank may perform such activities; and
- (g) to pay for any environmental investigations, assessments or remedial activities with respect to any property of the Borrower that may be performed for or by the Bank from time to time.

If the Borrower notifies the Bank of any specified activity or change or provides the Bank with any information pursuant to subsections (c), (d), or (e), or if the Bank receives any environmental information from other sources, the Bank, in its sole discretion, may decide that an adverse change in the environmental condition of the Borrower or any of the property, equipment, or business activities of the Borrower has occurred which decision will constitute, in the absence of manifest error, conclusive evidence of the adverse change. Following this decision being made by the Bank, the Bank shall notify the Borrower of the Bank's decision concerning the adverse change.

If the Bank decides or is required to incur expenses in compliance or to verify the Borrower's compliance with applicable environmental or other regulations, the Borrower shall indemnify the Bank in respect of such expenses, which will constitute further advances by the Bank to the Borrower under this Agreement.

5. **Periodic Review**

The obligation of the Bank to make further advances or other accommodation available under any Credit(s) of the Borrower under which the indebtedness or liability of the Borrower is payable on demand, is subject to periodic review and to no adverse change occurring in the financial condition or the environmental condition of the Borrower or any guarantor.

6. **Evidence of Indebtedness**

The Bank's accounts, books and records constitute, in the absence of manifest error, conclusive evidence of the advances made under this Credit, repayments on account thereof and the indebtedness of the Borrower to the Bank.

7. **Acceleration**

- (a) All indebtedness and liability of the Borrower to the Bank payable on demand, is repayable by the Borrower to the Bank at any time on demand;

- (b) All indebtedness and liability of the Borrower to the Bank not payable on demand, shall, at the option of the Bank, become immediately due and payable, the security held by the Bank shall immediately become enforceable, and the obligation of the Bank to make further advances or other accommodation available under the Credits shall terminate, if any one of the following Events of Default occurs:
- (i) the Borrower or any guarantor fails to make when due, whether on demand or at a fixed payment date, by acceleration or otherwise, any payment of interest, principal, fees, commissions or other amounts payable to the Bank;
 - (ii) there is a breach by the Borrower of any other term or condition contained in this Commitment Letter or in any other agreement to which the Borrower and the Bank are parties;
 - (iii) any default occurs under any security listed in this Commitment Letter under the headings "Specific Security" or "General Security" or under any other credit, loan or security agreement to which the Borrower is a party;
 - (iv) any bankruptcy, re-organization, compromise, arrangement, insolvency or liquidation proceedings or other proceedings for the relief of debtors are instituted by or against the Borrower and, if instituted against the Borrower, are allowed against or consented to by the Borrower or are not dismissed or stayed within 60 days after such institution;
 - (v) a receiver is appointed over any property of the Borrower or any guarantor or any judgment or order or any process of any court becomes enforceable against the Borrower or any guarantor or any property of the Borrower or any guarantor or any creditor takes possession of any property of the Borrower or any guarantor;
 - (vi) any course of action is undertaken by the Borrower or any guarantor or with respect to the Borrower or any guarantor which would result in the Borrower's or guarantor's reorganization, amalgamation or merger with another corporation or the transfer of all or substantially all of the Borrower's or any guarantor's assets;
 - (vii) any guarantee of indebtedness and liability under the Credit Line is withdrawn, determined to be invalid or otherwise rendered ineffective;
 - (viii) any adverse change occurs in the financial condition of the Borrower or any guarantor.
 - (ix) any adverse change occurs in the environmental condition of:
 - (A) the Borrower or any guarantor of the Borrower; or
 - (B) any property, equipment, or business activities of the Borrower or any guarantor of the Borrower.

8. Costs

All costs, including legal and appraisal fees incurred by the Bank relative to security and other documentation and the enforcement thereof, shall be for the account of the Borrower and may be charged to the Borrower's deposit account when submitted.

9. Counterparts and Execution of Documents.

This Commitment Letter and any security and other documents relating to the credits established

in it may be executed in counterparts and by different parties in different counterparts, all of which when taken together will constitute a single contract. Subject to applicable conditions precedent, a document will become effective when it has been executed by the Bank (if execution by the Bank is contemplated by the document) and the Bank has received counterparts of the document that, when taken together, bear the signatures of each of the other relevant parties. Delivery of an executed counterpart of a document or a signature page to the document by telecopy or by sending a scanned or other copy by electronic mail or similar means shall be as effective as delivery of an originally executed counterpart, but the Bank may from time to time require delivery of originally executed documents. The Bank may create and store copies of documents in any form as part of its business records, including by microfilm, photocopy and electronic image. Copies may be held in place of original documents and substituted for original documents for any purpose. In administering the credits established in the Commitment Letter and in otherwise dealing with the Borrower and any guarantor, the Bank may rely and act on e-mail, telecopier and other electronic communications that it reasonably believes have been sent by or on behalf of the Borrower or any guarantor, but the Bank may from time to time require that communications from the Borrower or any guarantor be in a non-electronic form specified by the Bank.

10. Representation or Warranty

The Borrower and each Guarantor represents and warrants to the Bank that all financial and other information (including, without limitation, any financial forecasts) provided to the Bank in connection with the credit(s) provided pursuant to this Commitment Letter is true and accurate in all material respects and has been prepared in accordance with Canadian Generally Accepted Accounting Principles consistently applied, and acknowledges that the offer of credit contained in this Commitment Letter is made in reliance on the truth and accuracy of this information and the representation and warranties above.

Schedule "B" To By-Law No. 2022-001

**Security Agreement
Municipalities and School Boards**

To: The Bank of Nova Scotia, (the 'Bank')

Whereas by the passage of By-Law 2022-001 by The Corporation of the City of Temiskaming Shores on the 18th day of January, 2022 authority was given to the Treasurer together with the Mayor to borrow from the Bank the sum or sums therein mentioned and this Agreement was authorized; and

Whereas the Corporation desires to borrow the said sum or sums from the Bank.

Now It Is Hereby Agreed by the Corporation that in consideration of the Bank advancing or providing the said sum or sums to the Corporation that all the revenues of the Corporation of whatever nature and kind are hereby charged to and in favour of the Bank, as security for payment of the moneys so advanced or provided by the Bank and any interest thereon and any other charges in connection therewith and the Bank shall have a lien upon all such revenues until the charge hereby and by the said By-Law created is satisfied.

The Corporation represents and warrants that the whole or any part or parts of the revenues of the Corporation are not subject to any prior charge, except as disclosed to the Bank in writing.

In Witness Whereof the Corporation has caused this agreement to be executed by its proper officers as required by law this 18th day of January, 2022.

Witness: _____

)
) _____
) Carman Kidd, Mayor
)
) _____
) Stephanie Leveille, Treasurer

The Corporation of the City of Temiskaming Shores

By-law No. 2022-002

Being a by-law to provide for an Interim Tax Levy for the payment of taxes and to establish penalty and interest charges

Whereas Section 317 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that the Council of a local municipality may pass a by-law levying amounts on the assessment of property in the local municipality rateable for local municipality purposes; and

Whereas the Council of The Corporation of the City of Temiskaming Shores deems it appropriate to provide for such interim levy on the assessment of property in the City of Temiskaming Shores.

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

1. The amount levied on a property shall not exceed the percentage prescribed by the Minister under Section Subsection 317 (3), paragraph 2 of the Act; or 50 percent if no percentage is prescribed, of the total amount of taxes for municipal and school purposes levied on the property for 2021.
2. The percentage under paragraph 1 may be different for different property classes but shall be the same for all properties in a property class.
3. For the purposes of calculating the total amount of taxes for 2021 under paragraph 1, if any taxes for municipal and school purposes were levied on a property for only part of 2021 because assessment was added to the tax roll during 2021, an amount shall be added equal to the additional taxes that would have been levied on the property if the taxes for municipal and school purposes had been levied for the entire year.
4. An interim billing of 50 per cent of the total amount of taxes for municipal and school purposes levied on the property for 2021 shall be imposed for all classes.
5. An interim billing of 50 per cent of the annual local improvement charges shall be imposed for all classes, where applicable.
6. The provisions of the by-law apply in the event that assessment is added for the year 2022 to the tax roll after the date this by-law is passed and an interim levy shall be imposed and collected.
7. The said interim tax levy shall become due and payable in two (2) instalments as follows:
 - a) approximately 50 percent of the interim levy shall become due and payable on the 15th day of March, 2022; and

- b) the balance of the interim levy shall become due and payable on the 16th day of May, 2022.

Non-payment of the amount on the dates stated in accordance with Section 344 shall constitute default.

- 8. On all taxes of the interim levy, which are in default on the 1st day of default, a penalty of 1.25 percent shall be added and thereafter a penalty of 1.25 percent per month will be added on the 1st day of each and every month the default continues, until December 31st, 2022.
- 9. a) On all taxes of the interim tax levy in default on January 1st, 2022, interest will be added at the rate of 1.25 percent per month for each month or fraction thereof of default.
b) On all other taxes in default on January 1st, 2022, interest shall be added at the rate of 1.25 percent per month or fraction thereof, and all by-laws and parts of by-laws inconsistent with this policy are hereby rescinded.
- 10. Penalties and interest added on all taxes of the interim tax levy in default shall become due and payable and shall be collected forthwith as if the same had originally been imposed and formed part of such unpaid interim tax levy.
- 11. The tax collector may mail or cause the same to be mailed to the residence or place of business of such person indicated on the last revised assessment roll, a written or printed notice specifying the amount of taxes payable.
- 12. This by-law shall come into force and take effect on the day of the final passing thereof.

Read a first, second and third time and finally passed this 18th day of January, 2022.

Mayor

Clerk

The Corporation of the City of Temiskaming Shores

By-law No. 2022-003

Being a by-law to enter into an agreement with the Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario, for the Development Work for the Construction of a Pedestrian/ Cycling Bridge over the Wabi River (Project No. 851-513646)

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

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

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

Whereas Council considered Memo No. 001-2022-CS at the January 18, 2022 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into an agreement with the Federal Economic Development Agency for Northern Ontario for the for the development work for the construction of a pedestrian/ cycling bridge over the Wabi River, in the amount of \$18,000, for consideration at the January 18, 2022 Regular Council meeting.

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

1. That the Mayor and Clerk be authorized to enter into a funding agreement with the Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and the Minister responsible for the Federal Economic Development Agency for Northern Ontario, for the for the development work for the construction of a pedestrian/ cycling bridge over the Wabi River, in the amount of \$18,000, a copy attached hereto as Schedule "A" and forming part of this by-law.
2. That the Mayor and Clerk have the delegation of authority to execute any and all required documentation and amendments, on behalf of the City of Temiskaming Shores, as required under the Contribution Agreement, as long as the amendments do not create any financial liability for the City that is beyond a budget approved by Council.

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

Read a first, second and third time and finally passed this 18th day of January, 2022.

Mayor

Clerk



Schedule "A" to

By-law No. 2022-003

Agreement between

The Corporation of the City of Temiskaming Shores

and

The Federal Economic Development Agency for Northern Ontario

as represented by the Minister of Indigenous Services and
the Minister responsible for the Federal Economic
Development Agency for Northern Ontario

Project No. 851-513646



FedNor
19 Lisgar Street
Suite 307
Sudbury, Ontario
P3E 3L4

FedNor
19 rue Lisgar
Bureau 307
Sudbury (Ontario)
P3E 3L4

Protected B

Project Number: 851-513646

THIS AGREEMENT made as of: December 30, 2021

BETWEEN

The Federal Economic Development Agency for Northern Ontario (the “Agency”)
As represented by the Minister of Indigenous Services and Minister responsible for the Federal
Economic Development Agency for Northern Ontario

– AND –

Corporation of the City of Temiskaming Shores
(the "Recipient")

WHEREAS in response to an application from the Recipient received April 30, 2021, the Agency has agreed to provide a non-repayable Contribution to the Recipient (the Agency and the Recipient collectively referred to as the Parties and individually as a Party) under the Northern Ontario Development Program for the Project described in Annex 1 on the terms and conditions herein contained.

IN CONSIDERATION of the mutual covenants and agreements herein contained (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto hereby covenant and agree as follows:

1.0 The Agreement

1.1 a) The following Annexes form part of this Agreement:

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

(collectively the "Agreement")

This Agreement supersedes all prior agreements, documents, undertakings and negotiations, whether oral or written of the Parties, related to its subject matter.

b) Neither this Agreement nor any part thereof shall be assigned by the Recipient without the prior written consent of the Agency.

c) This Agreement shall enure to the benefit of and be binding upon the Recipient, its successors and permitted assigns.

d) No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.

1.2 Precedence

In the event of, and only to the extent of, any conflict or inconsistency between the part of the Agreement that precedes the signatures of the Parties, and the annexes that follow, the part of this Agreement that precedes the signatures of the Parties shall apply. The order of precedence amongst the annexes of this Agreement will be:

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

1.3 Headings

The headings used in this Agreement are inserted for convenience of reference only and shall not affect its interpretation.

1.4 Date of Acceptance

The date of acceptance shall be the date the duplicate copy of this Agreement, unconditionally accepted and duly executed by the Recipient, is received by the Agency (the "Date of Acceptance").

1.5 Duration of Agreement

This Agreement comes into force on the Date of Acceptance and will terminate twelve (12) months after:

- a) the Completion Date; or
- b) upon the date on which all amounts due by the Recipient to the Agency under this Agreement, have been paid in full,

whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

1.6 Survival

Notwithstanding the provisions of subsection 1.5 above, the rights and obligations of the Parties set forth in the following sections, shall survive the expiry or early termination of this Agreement, and shall remain in full force and effect for a period of six (6) years after the expiry or early termination of this Agreement:

- a) Section 4 – Total Canadian Government Funding
- b) Section 7 – Monitoring and Audit
- c) Section 8 – Representations
- d) Section 11 – Indemnification and Limitation of Liability
- e) Section 12 – Default and Remedies
- f) Section 13 – General

2.0 The Project

2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before September 1, 2021 (the "Commencement Date") and is completed on or before March 31, 2022 (the "Completion Date").

2.2 The Recipient shall not alter the scope, timing or location of the Project without the prior written consent of the Agency.

3.0 The Contribution

3.1 The Agency will make a Contribution (the "Contribution") to the Recipient in respect of the Project in an amount not exceeding the lesser of:

- a) 90% of the incurred Eligible & Supported Costs of \$20,000 of the Project outlined in Annex 1, and
- b) \$18,000.

3.2 The Agency shall not normally contribute to any Eligible and Supported Costs incurred prior to April 30, 2021 or later than the Completion Date.

The Agency shall not make any payment of the Contribution in respect of costs for which the Recipient has entered into a legal commitment prior to the Application Received Date.

3.3 Notwithstanding 3.2 the Agency may, at its sole discretion, limit to 10% of the Contribution the amount paid towards Eligible and Supported Costs incurred by the Recipient between the date that the completed and signed Application was received and the Commencement Date.

3.4 The Recipient shall use the Contribution solely and exclusively to support the Eligible and Supported Costs of the Project as detailed in Annexes 1 and 2 and shall carry out the Project in a diligent and professional manner.

3.5 The Recipient shall be responsible for all costs of the Project, including cost overruns, if any.

3.6 Payment by the Agency of amounts due under this Agreement shall be conditional on there being a legislated appropriation for the fiscal year of the Government in which the payment is due. The Agency shall have the right to terminate or reduce the Contribution in the event that the amount of the appropriation is reduced or denied by Parliament. In the event that any portion of the Contribution has been paid to the Recipient and the legislated appropriation for the fiscal year of the Government in which such payment is made is not obtained, the Agency shall have the right to recover the amount so paid from the Recipient.

4.0 Total Canadian Government Funding

- a) The Agency and the Recipient hereby acknowledge that for purposes of this Agreement the Recipient has received no other federal, provincial, or municipal assistance for the Project.
- b) The Recipient shall promptly inform the Agency in writing in the event additional Canadian government funding for the purposes of this Project has been requested or received during the Term of this Agreement and acknowledges and agrees that an adjustment to the amount of the Contribution and a request for repayment of part or all of the amounts paid to the Recipient may be made as a result thereof. The amount of such repayment requested will constitute a debt due to Her Majesty and will be recovered as such from the Recipient.
- c) In no instance will the total Canadian government funding towards the Eligible Costs be allowed to exceed one hundred percent (100%) of the total Eligible Costs.

5.0 Intellectual Property

5.1 Title to any intellectual property created solely by the Recipient as part of or in respect of the Project will vest with the Recipient or will be determined by applicable Canadian law.

5.2 Copyright

All reports and other information that the Agency collects, manages or has a right to receive or produce in accordance with this Agreement, or that the Recipient collects, creates, manages and shares with the Agency, shall be deemed to be “Canada Information”. The Agency shall have the right, subject to the provisions of the Access to Information Act, to release to the public, table before Parliament, or publish by any means, any Canada Information, including such excerpts or summaries of the Canada Information as it may, from time to time, determine.

6.0 Claims and Payments

6.1 Payment Procedures

Payments will be made on the basis of documented claims for reasonable eligible and supported costs incurred. Reporting requirements, specific to the Project are detailed in Annex 1.

- a) The Recipient shall submit claims for Eligible and Supported Costs incurred, in a form satisfactory to the Agency. Each claim will include the following information:
 - i) a list of Eligible and Supported Costs incurred;
 - ii) a certification, by an authorized signatory of the Recipient, with respect to the accuracy of the claim and submitted documentation and with respect to its compliance with the terms and conditions of the Agreement; and
 - iii) any other documentation in support of the claim as may be required by the Agency.
- b) The Agency shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim, or will notify the Recipient of any deficiency in the documentation submitted which deficiency the Recipient shall immediately take action to address and rectify.
- c) Subject to the maximum Contribution amounts set forth in subsection 3.1 and all other conditions in this Agreement, the Agency shall pay to the Recipient the Agency's portion of the Eligible and Supported Costs set forth in the Recipient's claim in accordance with the Agency's customary payment practices.
- d) The Agency may request at any time that the Recipient provide satisfactory evidence to demonstrate that all Eligible and Supported Costs claimed have been paid.
- e) The Agency may require that any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the Agency.

6.2 Final Claim Procedures

- a) In addition to the requirements set out in subsection 6.1, the Recipient's final claim for any Eligible and Supported Costs and/or the final reconciliation of any outstanding advances, accompanied by the following, in a form satisfactory to the Agency in scope and detail:

- i) a final statement of total Project costs;
 - ii) a statement of the total funding provided from all sources for the Project, including total Canadian government funding received;
 - iii) a Final Activity Report on the Project;
 - iv) a Final Results Report on the outcomes and impacts of the Project for evaluation purposes, as described in Annex 1; and
 - v) a certification, by an authorized signatory of the Recipient, that this is the final claim for payment and includes all final Eligible and Supported Costs Incurred and Paid submitted for payment.
- b) The Recipient shall submit the final claim for Eligible and Supported Costs to the satisfaction of the Agency no later than six (6) months after the Completion Date or early Termination Date of the Project. The Agency shall have no obligation to pay any claims submitted after that date.
- 6.3 If the Recipient earns any interest as a consequence of an advance payment of the Contribution or earns any revenue as a result of the Project or if it receives any revenue from another level of government for the Project, the Agency may in its absolute discretion reduce the Contribution by all or by such portion of the revenue (including the interest) as it deems appropriate.

6.4 Holdback

Notwithstanding any other provision of this Agreement, the Agency may, at the Agency's sole discretion, withhold up to 10% of the Contribution amount until:

- a) the Project is completed to the satisfaction of the Agency;
- b) the Final Report has been submitted to the satisfaction of the Agency;
- c) audits, where required by the Agency have been completed to the satisfaction of the Agency; and
- d) the Agency has approved the final claim described in subsection 6.2.

6.5 Overpayment or Non-entitlement

Where for any reason the Recipient is not entitled to the Contribution or the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the Contribution or the amount in excess, as the case may be, shall constitute a debt due to Her Majesty the Queen in Right of Canada and shall be recovered as such from the Recipient. The Recipient shall repay the Agency promptly and in any case no later than 30 days from the date of the Agency's demand for payment, the amount of the Contribution disbursed or the amount of the overpayment, as the case may be, together with the average bank interest rate in accordance with the Interest and Administrative Charges Regulations, in effect on the due date, plus 3% compounded monthly on overdue balances payable, from the date of the demand, until payment in full is received by the Agency.

6.6 Sharing Ratios

If the Agency makes individual payments that represent higher sharing ratios than those authorized for the total Contribution, in no event shall the overall sharing ratio calculated on the total Eligible and Supported Costs of the Project exceed the maximum authorized sharing ratios as provided in subsection 3.1 a.

6.7 Advance Payments

Where the Agency is satisfied and has determined that the Recipient requires an advance against the Contribution amounts payable under this Agreement in order to meet cash flow requirements of the Recipient and that the advance payment is critical for the success of the Project, the Agency may, at its sole discretion, make advance payments to the Recipient.

7.0 Monitoring and Audit

7.1 For evaluation purposes, the Recipient shall, in addition to reporting measures outlined in subsections 6.1 and 6.2, submit performance reports on the schedule outlined in Annex 1.

7.2 The reports referred to in subsection 7.1 shall contain information sufficient to allow the Agency to assess the progress of the Project (e.g. work completed to date). Upon request of the Agency and at no cost to it, the Recipient will promptly elaborate upon any report submitted.

- 7.3 The Agency may request that the Recipient submit a copy of its financial statements (audited, if produced), within 120 days of each Recipient fiscal year end or within such longer period as may be authorized by the Agency.
- 7.4 The Recipient shall provide to the Agency a copy of any report or publication produced as a result of this Agreement, whether interim or final, as soon as the same becomes available.
- 7.5 The Recipient shall, throughout the term of this Agreement, at its own expense:
- a) keep, maintain, preserve and make available for audit and examination by the Agency's representatives, proper books, accounts and records of the costs of the Project, wherever such books, and records may be located, and permit any authorized representative of the Agency to conduct such independent audits and evaluations as the Agency in its discretion may require;
 - b) permit any authorized representatives of the Agency reasonable access to the Recipient's premises to inspect and assess the progress and results of the Project; and
 - c) supply promptly, on request, such information in respect of the Project and its results as the Agency may require for purposes of this Agreement and for statistical purposes.
- 7.6 The Agency shall have the right, at its own expense, and as and when it determines necessary, to perform audits of the Recipient's books, accounts, records, financial statements and claims for Eligible and Supported Costs, and the Recipient's administrative, financial and claim certification processes and procedures, for the purposes of verifying the costs of the Project, validating claims for Eligible and Supported Costs, ensuring compliance with the terms of this Agreement, and confirming amounts repayable to the Agency under the provisions of this Agreement.
- 7.7 Any audits performed hereunder will be carried out by auditors selected by the Agency, which may include any of the following: Agency Officials, an independent auditing firm, and the Recipient's external auditors. The Agency will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.

7.8 Auditor General of Canada

The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with the Recipient, conduct an inquiry under the authority of subsection 7.1(1) of the Auditor General Act in relation to any funding agreement (as defined in subsection 42(4) of the Financial Administration Act) with respect to the use of funds received.

For purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:

- a) all records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and to the use of the Contribution; and
- b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement or the Contribution.

8.0 **Representations**

The Recipient represents and warrants that:

- a) it is a municipality and in good standing under the laws of Canada and Ontario, and it shall remain as such for the duration of the Agreement.
- b) it has the power and authority, and has met all legal requirements, necessary to carry on business, hold property, and to enter into, deliver and perform this Agreement;
- c) the signatories to this Agreement, on behalf of the Recipient, have been duly authorized to execute and deliver this Agreement;
- d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies;

- e) the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
 - i) violate the provisions of the Recipient's by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;
 - ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
 - iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.
- f) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement; and
- g) the Recipient has acquired adequate property damage and general liability insurance that is consistent with the level of risk exposure associated with the Project and will maintain such from the Commencement Date to the Completion Date.

9.0 Announcements, Events and other Communications Activities

The Recipient hereby consents to participate in a public announcement of the Project by or on behalf of the Agency in the form of a news release and/or media event. The Agency shall inform the Recipient of the date the public announcement is to be made, and the Recipient shall maintain the confidentiality of this Agreement until such date. The Recipient agrees to satisfy the event/announcement requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources; For funding recipients.

The Recipient hereby agrees to place federal government logos on all Project-related promotional or advertising materials (unless prior exemption is obtained from Federal Economic Development Agency for Northern Ontario), including, but not limited to, electronic media (web, television, video), and print media (print advertising, brochures, magazines, maps, posters). In addition, the Recipient may be required to produce and display recognition signage. The Recipient agrees to satisfy the federal visibility and signage requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources.

10.0 Official Languages

10.1 The Recipient may carry out the Project in the official language of the Recipient's choice.

11.0 Indemnification and Limitation of Liability

11.1 This Agreement is a Contribution Agreement only, not a contract for services or a contract of service or employment, and nothing in this Agreement, or the parties' relationship or actions is intended to create, nor shall be construed as creating, a partnership, employment or agency relationship between them. The Recipient is not in any way authorized to make a promise, agreement or contract or to incur any liability on behalf of the Agency, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of the Agency, and the Recipient shall be solely responsible for any and all payments and deductions required by applicable laws.

11.2 The Recipient shall at all times indemnify and save harmless the Agency, its officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon, caused by, or arising directly or indirectly from:

- a) the Project, its operation, conduct or any other aspect thereof;
- b) the performance or non performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement, by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents; or

- c) any omission or other wilful or negligent act or delay of the Recipient or third party and their respective employees, officers, or agents,

except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the wilful act or omission of an official, employee, or agent of the Agency in the performance of its duties.

11.3 The Agency shall have no liability under this Agreement except for payments of the Contribution in accordance with the provisions of this Agreement. Without limiting the foregoing, the Agency shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.

11.4 The Agency, its agents, employees and servants will not be held liable in the event the Recipient enters into loan, a capital lease or other long-term obligation in relation to the Project for which the Contribution is provided.

12.0 Default and Remedies

12.1 Events of Default

The following constitute events of default:

- a) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
- b) an order is made or resolution passed for the winding up of the Recipient, or the Recipient is dissolved;
- c) in the opinion of the Agency, the Recipient ceases to operate or has sold all or substantially all its assets;
- d) the Recipient has submitted incomplete, false or misleading information to the Agency, or makes a false representation in this Agreement or any document relating to the Contribution;
- e) in the opinion of the Agency, there is a material adverse change in risk;
- f) in the opinion of the Agency, the Recipient fails to comply with a term, undertaking or condition of this Agreement; or

- g) in the opinion of the Agency, the Recipient has failed to proceed diligently with the Project including, but not limited to, failure to meet deadlines stipulated in this Agreement except where such failure is due to causes which, in the opinion of the Agency, are beyond the control of the Recipient.

12.2 Notice and Rectification Period

The Agency may make a declaration of default by providing written notice to the Recipient of the condition or event which, in the Agency's opinion, constitutes an event of default under subsection 12.1. Except in the circumstances described in subsections (a) and (b) of section 12.1, the Agency may, in its discretion, advise the Recipient of the condition or event, and allow the Recipient a period of fifteen (15) days, or such other time as the Agency may in its sole discretion deem appropriate, to correct the condition or event complained of, or to demonstrate to the satisfaction of the Agency that it has taken the necessary steps to correct the condition, failing which the Agency may immediately declare that an event of default has occurred. Notification by the Recipient of rectification shall be made in writing within the period of fifteen (15) days or such other time as the Agency may decide.

12.3 Remedies

If the Agency declares that an event of default has occurred, the Agency may immediately exercise any one or more of the following remedies:

- a) terminate any obligation by the Agency to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;
- b) suspend any obligation by the Agency to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension;
- c) require the Recipient to repay forthwith to the Agency all or part of the Contribution which amount shall constitute a debt due to Her Majesty; and
- d) exercise any other remedy available to the Agency at law.

13.0 General

13.1 Canadian Goods and Services

The Recipient in purchasing goods and services for the performance of the Project, shall provide a full and fair opportunity for use of Canadian carriers, suppliers and sub contractors to the extent that they are competitive and available.

13.2 If the Recipient acquires supplies, equipment or services with the Contribution it shall do so through a process that promotes the best value for money. The Recipient must provide and adhere to current Recipient procurement policies with evidence of competitive process and selection methodology. In the absence of Recipient procurement policy, if the Recipient is selecting contractors from which to acquire supplies, equipment or services for the project for an amount greater than twenty-five thousand dollars (\$25,000) a competitive process must be used, including a written request for at least three proposals, written evaluation of bids received and a written agreement with the successful contractor. The Agency may, at its sole discretion, consent in writing to single sourcing if details of urgency, special expertise, confidentiality, savings or other circumstances warrants it.

13.3 Without limiting the scope of the Set-off Rights provided for under the Financial Administration Act, it is understood that the Agency may set off against the Contribution, any amounts owed by the Recipient to Her Majesty the Queen in Right of Canada under legislation or contribution agreements and the Recipient shall declare to the Agency all amounts outstanding in that regard when making any claim under this Agreement.

13.4 Subject to the Access to Information Act (Canada), the Privacy Act, the Library and Archives Act of Canada, and to section 9.0 of this Agreement, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby without the consent of all Parties. Notwithstanding the foregoing, the Agency may:

- a) disclose the contents of this Agreement and any documents pertaining thereto, whether predating or subsequent to this Agreement, or of the transactions contemplated herein, where in the opinion of the Agency such disclosure is necessary to the defence of Canada's interests in the course of a trade remedy investigation conducted by a foreign investigative authority and is protected from public dissemination by the foreign investigative authority. The Agency shall notify the Recipient of such disclosure;

- b) disclose the contents of this Agreement and documents and information related thereto as may be required pursuant to obligations contained in trade agreements to which Canada is a party; and
 - c) disclose information which may be required by government policies including a policy related to proactive disclosure.
- 13.5 Notwithstanding subsection 13.4, the Recipient waives any confidentiality rights to the extent such rights would impede Canada (Her Majesty the Queen in Right of Canada) from fulfilling its notification obligations to the World Trade Organization under Article 25 of the Agreement on Subsidies and Countervailing Measures.
- 13.6 The Recipient shall comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient or the Project, or both, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees. This includes any legal requirements and regulations relating to the environment.
- 13.7 This Agreement shall be subject to and construed in accordance with the laws of Canada and of Ontario and the parties hereto acknowledge the jurisdiction of the superior court of such province as defined in the *Interpretation Act* R.S., c. I-23, as amended from time to time.
- 13.8 If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator or arbitration in accordance with the Commercial Arbitration Code set out in the schedule to the *Commercial Arbitration Act (Canada)*, and all regulations made pursuant to that Act.
- 13.9 Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing both Parties shall be entitled to exercise any right and seek any remedy available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.
- 13.10 The Recipient represents and warrants that no member of the House of Commons or the Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that is not otherwise available to the general public.

- 13.11 The Recipient confirms that no current or former public servant or public office holder to whom the Values and Ethics Code for the Public Service or the Conflict of Interest Act apply, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and legislation. Where the Recipient employs or has a shareholder who is either a current or former (in the last twelve months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and legislation.
- 13.12 It has not directly or indirectly promised or offered to any official or employee of the Agency, any bribe, gift, or other inducement, nor has it authorized any person to do so on its behalf, for or with a view to obtaining this Contribution.
- 13.13 The Recipient represents and warrants that:
- a) any person (other than an employee) who, for consideration, directly or indirectly, communicated with or arranged a meeting with a public office holder, in respect of any aspect of this Agreement, prior to the execution of the Agreement, was in compliance with all requirements of the *Lobbying Act*, as amended from time to time;
 - b) any person (other than an employee) who, for consideration, directly or indirectly, during the term of this Agreement and in respect of any aspect of this Agreement, communicates with or arranges a meeting with a public office holder, will be in compliance with all requirements of the *Lobbying Act*;
 - c) at all relevant times it has been, is and will continue to remain in compliance with the *Lobbying Act*;
 - d) it has not, nor has any person on its behalf, paid or provided or agreed to pay or provide, to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the execution of the Agreement or the person arranging a meeting with a public office holder; and
 - e) it will not, during the term of this Agreement, pay or provide or agree to pay or provide to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the person arranging a meeting with any official or employee of Her Majesty the Queen in Right of Canada.

The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. The Agency may terminate this Agreement in the event of a breach of any of the above representations or warranties, and may also recover from the Recipient the full amount of any compensation paid by the Recipient in breach of subsections (d) or (e).

14.0 Notice

14.1 Any notice, information or document required under this Agreement shall be effectively given if delivered or sent by letter, electronic correspondence or facsimile (postage or other charges prepaid). Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by electronic correspondence or facsimile shall be deemed to have been received one working day after being sent, any notice that is mailed shall be deemed to have been received eight (8) business days after being mailed.

14.2 Any notice or correspondence to the Agency shall be addressed to:

Federal Economic Development Agency for Northern Ontario
107 Shirreff Avenue, Suite 104
North Bay ON P1B 7K8

Attention: Mrs. Denise Deschamps
Regional Competitiveness - Implementation (Non-Capital)
Northern Ontario Development Program

or to such other address as may be designated by the Agency in writing.

14.3 Any notice or correspondence to the Recipient shall be addressed to:

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

14.4 Either of the Parties may change the address which they have stipulated in this Agreement by notifying the other Party of the new address in writing, and such change shall be deemed to take effect fifteen (15) days after receipt of such notice.

Project Number: 851-513646

IN WITNESS WHEREOF the Parties hereto have executed this Agreement

The Federal Economic Development Agency for Northern Ontario (the “Agency”)

As represented by the Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario

Per: **Perreault, Lucie**  Digitally signed by Perreault, Lucie
Date: 2021.12.30 10:42:36 -05'00'

Name: Lucie Perreault
Title: Program Director, Federal Economic Development Agency for Northern Ontario (FedNor)
Date:

RECIPIENT

Per:
Name:
Title:
Date:

Per:
Name:
Title:
Date:

I/we have authority to bind Corporation of the City of Temiskaming Shores

Annex 1

THE PROJECT - STATEMENT OF WORK

Recipient: Corporation of the City of Temiskaming Shores

Project Number: 851-513646

I. PROJECT SCOPE

i) Description:

The Corporation of the City of Temiskaming Shores is requesting a contribution to work in partnership with the McEwen School of Architecture (MSA) to complete the development work for the construction of a showcase timber pedestrian/cycling bridge over the Wabi River.

ii) Project Location:

New Liskeard, ON

iii) Dates:

a) Commencement Date - September 1, 2021

b) Completion Date - March 31, 2022

iv) Key Workplan Activities, Timelines and Milestones:

Project activities will include the following:

- Develop the project team with representatives from the City, MSA and STATO.
- Work with the MSA and graduate students to develop various design options for a timber structure over the Wabi River. The designs would consider the history and heritage of the community and reflect the diverse sectors represented within such as agriculture, mining, and forestry along with the Indigenous and Francophone cultures that make up the regional fabric.
- The City would work with representatives from the Ontario Wood Works program and from National Resources Canada to ensure the project is consistent with their priorities regarding multi-use timber bridges.
- The City and students from the MSA would work with an experienced engineering firm to ensure that designs presented meet provincial guidelines for construction.
- Complete a final report with design recommendations along with costing.

- v) Performance Measures and Tracking Plan:
 Anticipated outcomes of this project include:
- Design options report with costing for decision making.
 - Strategic partnership with McEwen School of Architecture.
 - Maintenance and creation of multiple alliances.
- vi) Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$18,000
- Supported	\$20,000	Other Federal	\$0
- Not Supported	\$0	Provincial	\$0
Ineligible Costs	\$0	Municipal	\$0
		Financial	\$0
		Institution	\$0
		Recipient	\$2,000
		Other	\$0
Total	<u>\$20,000</u>		<u>\$20,000</u>

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Travel	\$5,000		\$5,000
Design and engineering costs	\$15,000		\$15,000
TOTAL ELIGIBLE COSTS	<u>\$20,000</u>		<u>\$20,000</u>
<u>Ineligible Costs</u>			
Nil			\$0
TOTAL INELIGIBLE COSTS			<u>\$0</u>
TOTAL PROJECT COSTS			<u>\$20,000</u>

* Eligible Costs include the amount of Harmonized Sales Tax, (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

- vii) Official Languages Obligations:
 For greater certainty, Section 10.0 includes:

The Recipient may carry out the Project in the official language of the Recipient's choice.

II. PROJECT FUNDING CONDITIONS

- i) Variance of any of the Eligible Supported Costs
Variance of any of the Eligible Supported Costs listed above in excess of 15% requires the prior written approval of the Agency.
- ii) Pre-disbursement Conditions
Prior to receiving payment towards Eligible and Supported Costs incurred, the Recipient, on or before the date of first payment, shall:
 - a) provide evidence that it has arranged for the balance of the funding required to enable the Project to proceed, on terms and conditions that are satisfactory to the Agency.
- iii) Advance Payments:
 - a) The Agency has approved advances calculated on the basis of projected cash flow requirements of the Recipient submitted by the Recipient and approved by the Agency.

III. REPORTING REQUIREMENTS

The Recipient shall submit the following reports in a form satisfactory to the Agency:

- i) Progress Reports and claims for Eligible and Supported Costs incurred as per a schedule provided by the Agency.
- ii) A Final Activity Report by the Final Claims Reporting Date;
- iii) Performance Reports, including:
 - a) a Final Results Report at project end on results achieved between the project start and end date;
 - b) a Two-Year Follow-up Results Report for projects forecasting additional outcomes within two (2) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template; and
 - c) a Five-Year Follow-up Results Report for projects forecasting additional outcomes within five (5) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template.

COSTING MEMORANDUM
Regional Competitiveness - Implementation (Non-Capital)

1.0 General Conditions

- 1.1 Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Agency,
- a) directly related to the Project;
 - b) reasonable;
 - c) appear in the "The Project-Statement of Work";
 - d) incurred in respect of activities which are incremental to the usual activities of the Recipient; and
 - e) incurred between April 30, 2021 and the Completion Date.
- 1.2 Costs incurred by way of the exercise of an option to purchase or hire are eligible only if the exercise of the option is at the sole discretion of the Recipient and the option has been exercised between April 30, 2021 and the Completion Date.
- 1.3 Costs of all goods and services (including labour) acquired from an entity which is, in the opinion of the Agency related to the Recipient, shall be valued at the cost which, in the opinion of the Agency, represents the fair market value of such goods or services, which cost shall not include any mark up for profit or return on investment.
- 1.4 No cost described in section 2.0 shall be eligible for inclusion in Eligible Costs unless the Recipient causes the supplying entity to maintain proper books, accounts and records of the costs related to the Project, and to provide to any representative of the Agency access to such books, accounts and records.

2.0 Eligible Costs

Where consistent with the approved Eligible and Supported costs, as defined in Annex 1 - The Project - Statement of Work, the following criteria will be used in determining eligibility of costs:

2.1 Travel Costs - Prime Transportation

Eligible travel costs are those which are deemed necessary to the performance of the Project. To be eligible, travel costs must be clearly documented as to the purpose of each trip. Travel expenses, at economy rates, shall be charged as at actual costs, but only to the extent that they are considered reasonable by the Department.

Necessary return airfare, train fare or bus fare at economy rates for participation personnel. Where a personal automobile is to be used, kilometre (mileage) allowance will be based on current Treasury Board of Canada Travel Directives. Eligible Costs shall be limited to the cost that would have been incurred and paid had normal public transportation at economy rates been used.

Actual costs at the destination will be allowed for food, accommodation and surface transportation (i.e., taxis, etc.). Meal rates will be based on current Treasury Board of Canada Travel Directives. Please note receipts are required for all items except meals. Entertainment (hospitality) costs are not eligible.

2.2 Audit of Project Costs

If expressly approved in writing by the Agency, Eligible Costs may include the cost of professional accountants certifying the accuracy of any costs claimed.

2.3 Contractor/Consultants

Save as herein provided, the direct costs of studies and/or services carried out by a private contractor, consultant or Canadian University or Research Institute are eligible.

Where a contractor or consultant is to be used, prior consultation with the Agency is advised to ensure that the costs for these services are eligible. The Agency may not contribute to the cost of goods or services that are not, in the opinion of the Agency, provided by an entity who is at arm's length from the Recipient

The contractor, consultant, University or Institute shall not acquire any rights to the product or process developed as a result of services provided.

2.4 Calculation of Direct Labour Costs

The Recipient may claim only that time worked directly on the Project by its employees and may not claim for indirect time, non-project related time, holidays, vacation, paid sickness, etc. Paid overtime, where considered reasonable in the opinion of the Agency, may be claimed. Time in lieu of payment is eligible if taken and paid within the project period. Time claimed will normally be expressed in hours.

The payroll rate is the actual gross pay rate for each employee (normal periodic remuneration before deductions). The payroll rate excludes all premiums (e.g., overtime), shift differentials and any reimbursement or benefit conferred in lieu of salaries or wages except as noted in the last paragraph.

Employment benefits (CPP, EI, holidays, and vacations, etc.) not exceeding 20% of direct labour costs may be claimed (supporting documentation not required).

2.5 Harmonized Sales Tax (HST)

Eligible Costs include the amount of Harmonized Sales Tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

In order to have the HST approved as an eligible cost on future claims, the Recipient may be required to provide documentation verifying the organization's status under HST legislation.

3.0 Ineligible Costs

For greater certainty, any costs not specifically described as Eligible Costs in accordance with section 2.0, shall be ineligible for inclusion in the Eligible Costs.

The Corporation of the City of Temiskaming Shores
By-law No. 2022-004

**Being a by-law to enter into an agreement with the Federal Economic
Development Agency for Northern Ontario as represented by the Minister of
Indigenous Services and Minister responsible for the Federal Economic
Development Agency for Northern Ontario for the Great Fire of 1922
Centennial Event (Project No. 851-513645)**

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

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

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

Whereas Council considered Memo No. 002-2022-CS at the January 18, 2022 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into an agreement with the Federal Economic Development Agency for Northern Ontario, for the Great Fire of 1922 Centennial Event, in the amount of \$90,000, for consideration at the January 18, 2022 Regular Council meeting.

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

1. That the Mayor and Clerk be authorized to enter into a funding agreement with the Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and the Minister responsible for the Federal Economic Development Agency for Northern Ontario, for funding assistance with the Great Fire of 1922 Centennial Event, in the amount of \$90,000 a copy attached hereto as Schedule "A" and forming part of this by-law.
2. That the Mayor and Clerk have the delegation of authority to execute any and all required documentation and amendments, on behalf of the City of Temiskaming Shores, as required under the Contribution Agreement, as long as the amendments do not create any financial liability for the City that is beyond a budget approved by Council.

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

Read a first, second and third time and finally passed this 18th day of January, 2022.

Mayor

Clerk



Schedule "A" to

By-law No. 2022-004

Agreement between

The Corporation of the City of Temiskaming Shores

and

The Federal Economic Development Agency for Northern Ontario

as represented by the Minister of Indigenous Services and
the Minister responsible for the Federal Economic
Development Agency for Northern Ontario

Project No. 851-513645



FedNor
19 Lisgar Street
Suite 307
Sudbury, Ontario
P3E 3L4

FedNor
19 rue Lisgar
Bureau 307
Sudbury (Ontario)
P3E 3L4

Protected B

Project Number: 851-513645

THIS AGREEMENT made as of: December 21, 2021

BETWEEN

The Federal Economic Development Agency for Northern Ontario (the “Agency”)
As represented by the Minister of Indigenous Services and Minister responsible for the Federal
Economic Development Agency for Northern Ontario

– AND –

Corporation of the City of Temiskaming Shores
(the "Recipient")

WHEREAS in response to an application from the Recipient received April 30, 2021, the Agency has agreed to provide a non-repayable Contribution to the Recipient (the Agency and the Recipient collectively referred to as the Parties and individually as a Party) under the Northern Ontario Development Program for the Project described in Annex 1 on the terms and conditions herein contained.

IN CONSIDERATION of the mutual covenants and agreements herein contained (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto hereby covenant and agree as follows:

1.0 The Agreement

1.1 a) The following Annexes form part of this Agreement:

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

(collectively the "Agreement")

This Agreement supersedes all prior agreements, documents, undertakings and negotiations, whether oral or written of the Parties, related to its subject matter.

b) Neither this Agreement nor any part thereof shall be assigned by the Recipient without the prior written consent of the Agency.

c) This Agreement shall enure to the benefit of and be binding upon the Recipient, its successors and permitted assigns.

d) No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.

1.2 Precedence

In the event of, and only to the extent of, any conflict or inconsistency between the part of the Agreement that precedes the signatures of the Parties, and the annexes that follow, the part of this Agreement that precedes the signatures of the Parties shall apply. The order of precedence amongst the annexes of this Agreement will be:

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

1.3 Headings

The headings used in this Agreement are inserted for convenience of reference only and shall not affect its interpretation.

1.4 Date of Acceptance

The date of acceptance shall be the date the duplicate copy of this Agreement, unconditionally accepted and duly executed by the Recipient, is received by the Agency (the "Date of Acceptance").

1.5 Duration of Agreement

This Agreement comes into force on the Date of Acceptance and will terminate twelve (12) months after:

- a) the Completion Date; or
- b) upon the date on which all amounts due by the Recipient to the Agency under this Agreement, have been paid in full,

whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

1.6 Survival

Notwithstanding the provisions of subsection 1.5 above, the rights and obligations of the Parties set forth in the following sections, shall survive the expiry or early termination of this Agreement, and shall remain in full force and effect for a period of six (6) years after the expiry or early termination of this Agreement:

- a) Section 4 – Total Canadian Government Funding
- b) Section 7 – Monitoring and Audit
- c) Section 8 – Representations
- d) Section 11 – Indemnification and Limitation of Liability
- e) Section 12 – Default and Remedies
- f) Section 13 – General

2.0 **The Project**

2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before March 1, 2022 (the "Commencement Date") and is completed on or before January 31, 2023 (the "Completion Date").

2.2 The Recipient shall not alter the scope, timing or location of the Project without the prior written consent of the Agency.

3.0 The Contribution

3.1 The Agency will make a Contribution (the "Contribution") to the Recipient in respect of the Project in an amount not exceeding the lesser of:

- a) 75% of the incurred Eligible & Supported Costs of \$120,000 of the Project outlined in Annex 1, and
- b) \$90,000.

3.2 The Agency shall not normally contribute to any Eligible and Supported Costs incurred prior to April 30, 2021 or later than the Completion Date.

The Agency shall not make any payment of the Contribution in respect of costs for which the Recipient has entered into a legal commitment prior to the Application Received Date.

3.3 Notwithstanding 3.2 the Agency may, at its sole discretion, limit to 10% of the Contribution the amount paid towards Eligible and Supported Costs incurred by the Recipient between the date that the completed and signed Application was received and the Commencement Date.

3.4 The Recipient shall use the Contribution solely and exclusively to support the Eligible and Supported Costs of the Project as detailed in Annexes 1 and 2 and shall carry out the Project in a diligent and professional manner.

3.5 The Recipient shall be responsible for all costs of the Project, including cost overruns, if any.

3.6 Payment by the Agency of amounts due under this Agreement shall be conditional on there being a legislated appropriation for the fiscal year of the Government in which the payment is due. The Agency shall have the right to terminate or reduce the Contribution in the event that the amount of the appropriation is reduced or denied by Parliament. In the event that any portion of the Contribution has been paid to the Recipient and the legislated appropriation for the fiscal year of the Government in which such payment is made is not obtained, the Agency shall have the right to recover the amount so paid from the Recipient.

4.0 Total Canadian Government Funding

- a) The Recipient hereby confirms that for the purposes of this Project, the following additional sources of Canadian government funding including without limitation, federal, provincial, municipal or local government assistance has been requested or received:

Heritage Canada	\$120,000
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- b) The Recipient shall promptly inform the Agency in writing in the event additional Canadian government funding for the purposes of this Project has been requested or received during the Term of this Agreement and acknowledges and agrees that an adjustment to the amount of the Contribution and a request for repayment of part or all of the amounts paid to the Recipient may be made as a result thereof. The amount of such repayment requested will constitute a debt due to Her Majesty and will be recovered as such from the Recipient.
- c) In no instance will the total Canadian government funding towards the Eligible Costs be allowed to exceed one hundred percent (100%) of the total Eligible Costs.

5.0 Intellectual Property

5.1 Title to any intellectual property created solely by the Recipient as part of or in respect of the Project will vest with the Recipient or will be determined by applicable Canadian law.

5.2 Copyright

All reports and other information that the Agency collects, manages or has a right to receive or produce in accordance with this Agreement, or that the Recipient collects, creates, manages and shares with the Agency, shall be deemed to be “Canada Information”. The Agency shall have the right, subject to the provisions of the Access to Information Act, to release to the public, table before Parliament, or publish by any means, any Canada Information, including such excerpts or summaries of the Canada Information as it may, from time to time, determine.

6.0 Claims and Payments

6.1 Payment Procedures

Payments will be made on the basis of documented claims for reasonable eligible and supported costs incurred. Reporting requirements, specific to the Project are detailed in Annex 1.

- a) The Recipient shall submit claims for Eligible and Supported Costs incurred, in a form satisfactory to the Agency. Each claim will include the following information:
 - i) a list of Eligible and Supported Costs incurred;
 - ii) a certification, by an authorized signatory of the Recipient, with respect to the accuracy of the claim and submitted documentation and with respect to its compliance with the terms and conditions of the Agreement; and
 - iii) any other documentation in support of the claim as may be required by the Agency.
- b) The Agency shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim, or will notify the Recipient of any deficiency in the documentation submitted which deficiency the Recipient shall immediately take action to address and rectify.
- c) Subject to the maximum Contribution amounts set forth in subsection 3.1 and all other conditions in this Agreement, the Agency shall pay to the Recipient the Agency's portion of the Eligible and Supported Costs set forth in the Recipient's claim in accordance with the Agency's customary payment practices.
- d) The Agency may request at any time that the Recipient provide satisfactory evidence to demonstrate that all Eligible and Supported Costs claimed have been paid.
- e) The Agency may require that any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the Agency.

6.2 Final Claim Procedures

- a) In addition to the requirements set out in subsection 6.1, the Recipient's final claim for any Eligible and Supported Costs and/or the final reconciliation of any outstanding advances, accompanied by the following, in a form satisfactory to the Agency in scope and detail:

- i) a final statement of total Project costs;
 - ii) a statement of the total funding provided from all sources for the Project, including total Canadian government funding received;
 - iii) a Final Activity Report on the Project;
 - iv) a Final Results Report on the outcomes and impacts of the Project for evaluation purposes, as described in Annex 1; and
 - v) a certification, by an authorized signatory of the Recipient, that this is the final claim for payment and includes all final Eligible and Supported Costs Incurred and Paid submitted for payment.
- b) The Recipient shall submit the final claim for Eligible and Supported Costs to the satisfaction of the Agency no later than six (6) months after the Completion Date or early Termination Date of the Project. The Agency shall have no obligation to pay any claims submitted after that date.
- 6.3 If the Recipient earns any interest as a consequence of an advance payment of the Contribution or earns any revenue as a result of the Project or if it receives any revenue from another level of government for the Project, the Agency may in its absolute discretion reduce the Contribution by all or by such portion of the revenue (including the interest) as it deems appropriate.

6.4 Holdback

Notwithstanding any other provision of this Agreement, the Agency may, at the Agency's sole discretion, withhold up to 10% of the Contribution amount until:

- a) the Project is completed to the satisfaction of the Agency;
- b) the Final Report has been submitted to the satisfaction of the Agency;
- c) audits, where required by the Agency have been completed to the satisfaction of the Agency; and
- d) the Agency has approved the final claim described in subsection 6.2.

6.5 Overpayment or Non-entitlement

Where for any reason the Recipient is not entitled to the Contribution or the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the Contribution or the amount in excess, as the case may be, shall constitute a debt due to Her Majesty the Queen in Right of Canada and shall be recovered as such from the Recipient. The Recipient shall repay the Agency promptly and in any case no later than 30 days from the date of the Agency's demand for payment, the amount of the Contribution disbursed or the amount of the overpayment, as the case may be, together with the average bank interest rate in accordance with the Interest and Administrative Charges Regulations, in effect on the due date, plus 3% compounded monthly on overdue balances payable, from the date of the demand, until payment in full is received by the Agency.

6.6 Sharing Ratios

If the Agency makes individual payments that represent higher sharing ratios than those authorized for the total Contribution, in no event shall the overall sharing ratio calculated on the total Eligible and Supported Costs of the Project exceed the maximum authorized sharing ratios as provided in subsection 3.1 a.

6.7 Advance Payments

Where the Agency is satisfied and has determined that the Recipient requires an advance against the Contribution amounts payable under this Agreement in order to meet cash flow requirements of the Recipient and that the advance payment is critical for the success of the Project, the Agency may, at its sole discretion, make advance payments to the Recipient.

7.0 Monitoring and Audit

7.1 For evaluation purposes, the Recipient shall, in addition to reporting measures outlined in subsections 6.1 and 6.2, submit performance reports on the schedule outlined in Annex 1.

7.2 The reports referred to in subsection 7.1 shall contain information sufficient to allow the Agency to assess the progress of the Project (e.g. work completed to date). Upon request of the Agency and at no cost to it, the Recipient will promptly elaborate upon any report submitted.

- 7.3 The Agency may request that the Recipient submit a copy of its financial statements (audited, if produced), within 120 days of each Recipient fiscal year end or within such longer period as may be authorized by the Agency.
- 7.4 The Recipient shall provide to the Agency a copy of any report or publication produced as a result of this Agreement, whether interim or final, as soon as the same becomes available.
- 7.5 The Recipient shall, throughout the term of this Agreement, at its own expense:
- a) keep, maintain, preserve and make available for audit and examination by the Agency's representatives, proper books, accounts and records of the costs of the Project, wherever such books, and records may be located, and permit any authorized representative of the Agency to conduct such independent audits and evaluations as the Agency in its discretion may require;
 - b) permit any authorized representatives of the Agency reasonable access to the Recipient's premises to inspect and assess the progress and results of the Project; and
 - c) supply promptly, on request, such information in respect of the Project and its results as the Agency may require for purposes of this Agreement and for statistical purposes.
- 7.6 The Agency shall have the right, at its own expense, and as and when it determines necessary, to perform audits of the Recipient's books, accounts, records, financial statements and claims for Eligible and Supported Costs, and the Recipient's administrative, financial and claim certification processes and procedures, for the purposes of verifying the costs of the Project, validating claims for Eligible and Supported Costs, ensuring compliance with the terms of this Agreement, and confirming amounts repayable to the Agency under the provisions of this Agreement.
- 7.7 Any audits performed hereunder will be carried out by auditors selected by the Agency, which may include any of the following: Agency Officials, an independent auditing firm, and the Recipient's external auditors. The Agency will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.

7.8 Auditor General of Canada

The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with the Recipient, conduct an inquiry under the authority of subsection 7.1(1) of the Auditor General Act in relation to any funding agreement (as defined in subsection 42(4) of the Financial Administration Act) with respect to the use of funds received.

For purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:

- a) all records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and to the use of the Contribution; and
- b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement or the Contribution.

8.0 **Representations**

The Recipient represents and warrants that:

- a) it is a municipality and in good standing under the laws of Canada and Ontario, and it shall remain as such for the duration of the Agreement.
- b) it has the power and authority, and has met all legal requirements, necessary to carry on business, hold property, and to enter into, deliver and perform this Agreement;
- c) the signatories to this Agreement, on behalf of the Recipient, have been duly authorized to execute and deliver this Agreement;
- d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies;

- e) the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
 - i) violate the provisions of the Recipient's by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;
 - ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
 - iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.
- f) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement; and
- g) the Recipient has acquired adequate property damage and general liability insurance that is consistent with the level of risk exposure associated with the Project and will maintain such from the Commencement Date to the Completion Date.

9.0 Announcements, Events and other Communications Activities

The Recipient hereby consents to participate in a public announcement of the Project by or on behalf of the Agency in the form of a news release and/or media event. The Agency shall inform the Recipient of the date the public announcement is to be made, and the Recipient shall maintain the confidentiality of this Agreement until such date. The Recipient agrees to satisfy the event/announcement requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources; For funding recipients.

The Recipient hereby agrees to place federal government logos on all Project-related promotional or advertising materials (unless prior exemption is obtained from Federal Economic Development Agency for Northern Ontario), including, but not limited to, electronic media (web, television, video), and print media (print advertising, brochures, magazines, maps, posters). In addition, the Recipient may be required to produce and display recognition signage. The Recipient agrees to satisfy the federal visibility and signage requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources.

10.0 Official Languages

- 10.1 In relation to the Project, the Recipient agrees to make available basic communications that target the public (e.g. news release, research findings) in both official languages, in a manner that gives equal prominence to both official languages (or for a specific clientele where the linguistic preference of individual members of the target group is known, in accordance with such preferences).

11.0 Indemnification and Limitation of Liability

- 11.1 This Agreement is a Contribution Agreement only, not a contract for services or a contract of service or employment, and nothing in this Agreement, or the parties' relationship or actions is intended to create, nor shall be construed as creating, a partnership, employment or agency relationship between them. The Recipient is not in any way authorized to make a promise, agreement or contract or to incur any liability on behalf of the Agency, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of the Agency, and the Recipient shall be solely responsible for any and all payments and deductions required by applicable laws.
- 11.2 The Recipient shall at all times indemnify and save harmless the Agency, its officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon, caused by, or arising directly or indirectly from:
- a) the Project, its operation, conduct or any other aspect thereof;

- b) the performance or non performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement, by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents; or
- c) any omission or other wilful or negligent act or delay of the Recipient or third party and their respective employees, officers, or agents,

except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the wilful act or omission of an official, employee, or agent of the Agency in the performance of its duties.

11.3 The Agency shall have no liability under this Agreement except for payments of the Contribution in accordance with the provisions of this Agreement. Without limiting the foregoing, the Agency shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.

11.4 The Agency, its agents, employees and servants will not be held liable in the event the Recipient enters into loan, a capital lease or other long-term obligation in relation to the Project for which the Contribution is provided.

12.0 Default and Remedies

12.1 Events of Default

The following constitute events of default:

- a) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
- b) an order is made or resolution passed for the winding up of the Recipient, or the Recipient is dissolved;
- c) in the opinion of the Agency, the Recipient ceases to operate or has sold all or substantially all its assets;
- d) the Recipient has submitted incomplete, false or misleading information to the Agency, or makes a false representation in this Agreement or any document relating to the Contribution;

- e) in the opinion of the Agency, there is a material adverse change in risk;
- f) in the opinion of the Agency, the Recipient fails to comply with a term, undertaking or condition of this Agreement; or
- g) in the opinion of the Agency, the Recipient has failed to proceed diligently with the Project including, but not limited to, failure to meet deadlines stipulated in this Agreement except where such failure is due to causes which, in the opinion of the Agency, are beyond the control of the Recipient.

12.2 Notice and Rectification Period

The Agency may make a declaration of default by providing written notice to the Recipient of the condition or event which, in the Agency's opinion, constitutes an event of default under subsection 12.1. Except in the circumstances described in subsections (a) and (b) of section 12.1, the Agency may, in its discretion, advise the Recipient of the condition or event, and allow the Recipient a period of fifteen (15) days, or such other time as the Agency may in its sole discretion deem appropriate, to correct the condition or event complained of, or to demonstrate to the satisfaction of the Agency that it has taken the necessary steps to correct the condition, failing which the Agency may immediately declare that an event of default has occurred. Notification by the Recipient of rectification shall be made in writing within the period of fifteen (15) days or such other time as the Agency may decide.

12.3 Remedies

If the Agency declares that an event of default has occurred, the Agency may immediately exercise any one or more of the following remedies:

- a) terminate any obligation by the Agency to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;
- b) suspend any obligation by the Agency to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension;
- c) require the Recipient to repay forthwith to the Agency all or part of the Contribution which amount shall constitute a debt due to Her Majesty; and
- d) exercise any other remedy available to the Agency at law.

13.0 General

13.1 Canadian Goods and Services

The Recipient in purchasing goods and services for the performance of the Project, shall provide a full and fair opportunity for use of Canadian carriers, suppliers and sub contractors to the extent that they are competitive and available.

13.2 If the Recipient acquires supplies, equipment or services with the Contribution it shall do so through a process that promotes the best value for money. The Recipient must provide and adhere to current Recipient procurement policies with evidence of competitive process and selection methodology. In the absence of Recipient procurement policy, if the Recipient is selecting contractors from which to acquire supplies, equipment or services for the project for an amount greater than twenty-five thousand dollars (\$25,000) a competitive process must be used, including a written request for at least three proposals, written evaluation of bids received and a written agreement with the successful contractor. The Agency may, at its sole discretion, consent in writing to single sourcing if details of urgency, special expertise, confidentiality, savings or other circumstances warrants it.

13.3 Without limiting the scope of the Set-off Rights provided for under the Financial Administration Act, it is understood that the Agency may set off against the Contribution, any amounts owed by the Recipient to Her Majesty the Queen in Right of Canada under legislation or contribution agreements and the Recipient shall declare to the Agency all amounts outstanding in that regard when making any claim under this Agreement.

13.4 Subject to the Access to Information Act (Canada), the Privacy Act, the Library and Archives Act of Canada, and to section 9.0 of this Agreement, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby without the consent of all Parties. Notwithstanding the foregoing, the Agency may:

- a) disclose the contents of this Agreement and any documents pertaining thereto, whether predating or subsequent to this Agreement, or of the transactions contemplated herein, where in the opinion of the Agency such disclosure is necessary to the defence of Canada's interests in the course of a trade remedy investigation conducted by a foreign investigative authority and is protected from public dissemination by the foreign investigative authority. The Agency shall notify the Recipient of such disclosure;

- b) disclose the contents of this Agreement and documents and information related thereto as may be required pursuant to obligations contained in trade agreements to which Canada is a party; and
 - c) disclose information which may be required by government policies including a policy related to proactive disclosure.
- 13.5 Notwithstanding subsection 13.4, the Recipient waives any confidentiality rights to the extent such rights would impede Canada (Her Majesty the Queen in Right of Canada) from fulfilling its notification obligations to the World Trade Organization under Article 25 of the Agreement on Subsidies and Countervailing Measures.
- 13.6 The Recipient shall comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient or the Project, or both, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees. This includes any legal requirements and regulations relating to the environment.
- 13.7 This Agreement shall be subject to and construed in accordance with the laws of Canada and of Ontario and the parties hereto acknowledge the jurisdiction of the superior court of such province as defined in the *Interpretation Act* R.S., c. I-23, as amended from time to time.
- 13.8 If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator or arbitration in accordance with the Commercial Arbitration Code set out in the schedule to the *Commercial Arbitration Act (Canada)*, and all regulations made pursuant to that Act.
- 13.9 Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing both Parties shall be entitled to exercise any right and seek any remedy available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.
- 13.10 The Recipient represents and warrants that no member of the House of Commons or the Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that is not otherwise available to the general public.

- 13.11 The Recipient confirms that no current or former public servant or public office holder to whom the Values and Ethics Code for the Public Service or the Conflict of Interest Act apply, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and legislation. Where the Recipient employs or has a shareholder who is either a current or former (in the last twelve months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and legislation.
- 13.12 It has not directly or indirectly promised or offered to any official or employee of the Agency, any bribe, gift, or other inducement, nor has it authorized any person to do so on its behalf, for or with a view to obtaining this Contribution.
- 13.13 The Recipient represents and warrants that:
- a) any person (other than an employee) who, for consideration, directly or indirectly, communicated with or arranged a meeting with a public office holder, in respect of any aspect of this Agreement, prior to the execution of the Agreement, was in compliance with all requirements of the *Lobbying Act*, as amended from time to time;
 - b) any person (other than an employee) who, for consideration, directly or indirectly, during the term of this Agreement and in respect of any aspect of this Agreement, communicates with or arranges a meeting with a public office holder, will be in compliance with all requirements of the *Lobbying Act*;
 - c) at all relevant times it has been, is and will continue to remain in compliance with the *Lobbying Act*;
 - d) it has not, nor has any person on its behalf, paid or provided or agreed to pay or provide, to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the execution of the Agreement or the person arranging a meeting with a public office holder; and
 - e) it will not, during the term of this Agreement, pay or provide or agree to pay or provide to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the person arranging a meeting with any official or employee of Her Majesty the Queen in Right of Canada.

The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. The Agency may terminate this Agreement in the event of a breach of any of the above representations or warranties, and may also recover from the Recipient the full amount of any compensation paid by the Recipient in breach of subsections (d) or (e).

14.0 Notice

14.1 Any notice, information or document required under this Agreement shall be effectively given if delivered or sent by letter, electronic correspondence or facsimile (postage or other charges prepaid). Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by electronic correspondence or facsimile shall be deemed to have been received one working day after being sent, any notice that is mailed shall be deemed to have been received eight (8) business days after being mailed.

14.2 Any notice or correspondence to the Agency shall be addressed to:

Federal Economic Development Agency for Northern Ontario
107 Shirreff Avenue, Suite 104
North Bay ON P1B 7K8

Attention: Mrs. Denise Deschamps
Tourism Relief Fund - Product Development (Non-capital)
Northern Ontario Development Program

or to such other address as may be designated by the Agency in writing.

14.3 Any notice or correspondence to the Recipient shall be addressed to:

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

14.4 Either of the Parties may change the address which they have stipulated in this Agreement by notifying the other Party of the new address in writing, and such change shall be deemed to take effect fifteen (15) days after receipt of such notice.

Project Number: 851-513645

IN WITNESS WHEREOF the Parties hereto have executed this Agreement

The Federal Economic Development Agency for Northern Ontario (the “Agency”)

As represented by the Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario

Perreault, Lucie

Digitally signed by Perreault,
Lucie
Date: 2021.12.21 15:33:48 -05'00'

Per:

Name: Lucie Perreault

Title: Program Director, Federal Economic
Development Agency for Northern Ontario
(FedNor)

Date:

RECIPIENT

Per:

Name:

Title:

Date:

Per:

Name:

Title:

Date:

I/we have authority to bind Corporation of the City of
Temiskaming Shores

Annex 1

THE PROJECT - STATEMENT OF WORK

Recipient: Corporation of the City of Temiskaming Shores

Project Number: 851-513645

I. PROJECT SCOPE

i) Description:

The City is requesting a contribution to expedite the recovery efforts and grow tourism in the region while positively impacting businesses. Specifically, they would focus this project on an anchor theme, "The Great Fire of 1922", and host a myriad of activities and events throughout 2022.

ii) Project Location:

New Liskeard, ON

iii) Dates:

- a) Commencement Date - March 1, 2022
- b) Completion Date - January 31, 2023

iv) Key Workplan Activities, Timelines and Milestones:

Project activities would include:

- Hire a Project Coordinator.
- Assist in the creation of working committees and volunteer recruitment.
- Liaise with other community groups and organizations from the district to encourage them to include the Great Fire commemoration within their festivals and events.
- Negotiate a partnership with the Toronto Transit Commission (TTC) to promote the event on TTC streetcars in Toronto. The TTC provided streetcars for people to live in during the winter of 1922 until new homes could be built.
- Research and recommend updates to The Great Fire book (from the 75th anniversary edition) which would be reprinted using digitized pictures and updated information.
- Develop a website, to include The Great Fire information, calendar of activities and regional content, etc.
- Develop and implement regional and provincial marketing campaigns both through mainstream media outlets, partners and social media channels.

- Work with the Temiskaming Art Gallery to offer themed events during their weekly Art in the Park series during July and August. This would include musical performances on the Haileybury Waterfront and a historian/performer presentation related to the Great Fire.
- Support efforts for the creation of a community mural in the downtown area.
- Assist in the planning and delivery of guided walking tours of Haileybury with local historians and narrated bus tours of the region.
- Assist in the organization of a local food fair to be held in conjunction with North on Tap event, an event to promote local foods and craft breweries.
- Assist the volunteer subcommittees in their coordination of the October 1-3 main event weekend of activities which would include firefighter games, community parade, cold water dip and gala dinner.

v) Performance Measures and Tracking Plan:

Project outcomes would include:

- Create one job.
- Maintain approximately 100 jobs in the community.
- Maintain 12 accommodation providers.
- Host a minimum of 15 events with over 10,000 participants.
- Increase visitation to the community along with related spending.
- Increase sales and visibility for food producers, artists and artisans.
- Enhance partnerships with multiple organizations and stakeholders.

vi) Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$90,000
- Supported	\$120,000	Other Federal	\$0
- Not Supported	\$110,000	Provincial	\$120,000
Ineligible Costs	\$0	Municipal	\$0
		Financial	\$0
		Institution	\$0
		Recipient	\$20,000
		Other	\$0
Total	<u>\$230,000</u>		<u>\$230,000</u>

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Wages & Benefits	\$75,000		\$75,000
Event Marketing and Promotion	\$45,000		\$45,000
Event Costs		\$110,000	\$110,000
TOTAL ELIGIBLE COSTS	<u>\$120,000</u>	<u>\$110,000</u>	<u>\$230,000</u>
<u>Ineligible Costs</u>			
Nil			\$0
TOTAL INELIGIBLE COSTS			<u>\$0</u>
TOTAL PROJECT COSTS			<u>\$230,000</u>

* Eligible Costs include the amount of Harmonized Sales Tax, (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

vii) Official Languages Obligations:

For greater certainty, Section 10.0 includes:

- 10.1 (a) Make available basic communications that target the public in both official languages, in a manner that gives equal prominence to both official languages (or for a specific clientele where the linguistic preference of individual members of the target group is known, in accordance with such preferences);
and,
b) Provide in both official languages any basic services to be provided or made available to the public.

II. PROJECT FUNDING CONDITIONS

- i) Variance of any of the Eligible Supported Costs
Variance of any of the Eligible Supported Costs listed above in excess of 15% requires the prior written approval of the Agency.
- ii) Pre-disbursement Conditions
Prior to receiving payment towards Eligible and Supported Costs incurred, the Recipient, on or before the date of first payment, shall:
 - a) provide evidence that it has arranged for the balance of the funding required to enable the Project to proceed, on terms and conditions that are satisfactory to the Agency.
- iii) Advance Payments:
 - a) The Agency has approved advances calculated on the basis of projected cash flow requirements of the Recipient submitted by the Recipient and approved by the Agency.

III. REPORTING REQUIREMENTS

The Recipient shall submit the following reports in a form satisfactory to the Agency:

- i) Progress Reports and claims for Eligible and Supported Costs incurred as per a schedule provided by the Agency.
- ii) A Final Activity Report by the Final Claims Reporting Date;
- iii) Performance Reports, including:
 - a) a Final Results Report at project end on results achieved between the project start and end date;
 - b) a Two-Year Follow-up Results Report for projects forecasting additional outcomes within two (2) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template; and
 - c) a Five-Year Follow-up Results Report for projects forecasting additional outcomes within five (5) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template.

COSTING MEMORANDUM
Tourism Relief Fund - Product Development (Non-capital)

1.0 General Conditions

- 1.1 Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Agency,
- a) directly related to the Project;
 - b) reasonable;
 - c) appear in the "The Project-Statement of Work";
 - d) incurred in respect of activities which are incremental to the usual activities of the Recipient; and
 - e) incurred between April 30, 2021 and the Completion Date.
- 1.2 Costs incurred by way of the exercise of an option to purchase or hire are eligible only if the exercise of the option is at the sole discretion of the Recipient and the option has been exercised between April 30, 2021 and the Completion Date.
- 1.3 Costs of all goods and services (including labour) acquired from an entity which is, in the opinion of the Agency related to the Recipient, shall be valued at the cost which, in the opinion of the Agency, represents the fair market value of such goods or services, which cost shall not include any mark up for profit or return on investment.
- 1.4 No cost described in section 2.0 shall be eligible for inclusion in Eligible Costs unless the Recipient causes the supplying entity to maintain proper books, accounts and records of the costs related to the Project, and to provide to any representative of the Agency access to such books, accounts and records.

2.0 Eligible Costs

Where consistent with the approved Eligible and Supported costs, as defined in Annex 1 - The Project - Statement of Work, the following criteria will be used in determining eligibility of costs:

2.1 Travel Costs - Prime Transportation

Eligible travel costs are those which are deemed necessary to the performance of the Project. To be eligible, travel costs must be clearly documented as to the purpose of each trip. Travel expenses, at economy rates, shall be charged as at actual costs, but only to the extent that they are considered reasonable by the Department.

Necessary return airfare, train fare or bus fare at economy rates for participation personnel. Where a personal automobile is to be used, kilometre (mileage) allowance will be based on current Treasury Board of Canada Travel Directives. Eligible Costs shall be limited to the cost that would have been incurred and paid had normal public transportation at economy rates been used.

Actual costs at the destination will be allowed for food, accommodation and surface transportation (i.e., taxis, etc.). Meal rates will be based on current Treasury Board of Canada Travel Directives. Please note receipts are required for all items except meals. Entertainment (hospitality) costs are not eligible.

2.2 Audit of Project Costs

If expressly approved in writing by the Agency, Eligible Costs may include the cost of professional accountants certifying the accuracy of any costs claimed.

2.3 Contractor/Consultants

Save as herein provided, the direct costs of studies and/or services carried out by a private contractor, consultant or Canadian University or Research Institute are eligible.

Where a contractor or consultant is to be used, prior consultation with the Agency is advised to ensure that the costs for these services are eligible. The Agency may not contribute to the cost of goods or services that are not, in the opinion of the Agency, provided by an entity who is at arm's length from the Recipient

The contractor, consultant, University or Institute shall not acquire any rights to the product or process developed as a result of services provided.

2.4 Calculation of Direct Labour Costs

The Recipient may claim only that time worked directly on the Project by its employees and may not claim for indirect time, non-project related time, holidays, vacation, paid sickness, etc. Paid overtime, where considered reasonable in the opinion of the Agency, may be claimed. Time in lieu of payment is eligible if taken and paid within the project period. Time claimed will normally be expressed in hours.

The payroll rate is the actual gross pay rate for each employee (normal periodic remuneration before deductions). The payroll rate excludes all premiums (e.g., overtime), shift differentials and any reimbursement or benefit conferred in lieu of salaries or wages except as noted in the last paragraph.

Employment benefits (CPP, EI, holidays, and vacations, etc.) not exceeding 20% of direct labour costs may be claimed (supporting documentation not required).

2.5 Harmonized Sales Tax (HST)

Eligible Costs include the amount of Harmonized Sales Tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

In order to have the HST approved as an eligible cost on future claims, the Recipient may be required to provide documentation verifying the organization's status under HST legislation.

3.0 Ineligible Costs

For greater certainty, any costs not specifically described as Eligible Costs in accordance with section 2.0, shall be ineligible for inclusion in the Eligible Costs.

The Corporation of the City of Temiskaming Shores

By-law No. 2022-005

**Being a by-law to amend By-law No. 2018-065, to
authorize the entering into a Lease Agreement with
Connelly Communications Corporation for the lease of
Office Space at Riverside Place**

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

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

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

Whereas Council adopted By-law No. 2018-065 to authorize the entering into a Lease Agreement with Connelly Communications Corporation for the lease of Office Space at Riverside Place for at term from April 1, 2018 to March 31, 2028, at the April 17, 2018 Regular Meeting of Council; and

Whereas Council considered Administrative Report CS-002-2022 at the January 18, 2022 Regular Council meeting, and directed staff to prepare the necessary by-law amend By-law No. 2018-065 to enter into a Lease Agreement with Connelly Communications Corporation for the lease of Office Space at Riverside Place, for a the rental rate increase of 2% each year for the remainder of the term (2023-2028), for consideration at the January 18th, 2022 Regular Council Meeting.

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

1. That Schedule "A" to By-law No. 2018-065, be amended by adding the following Rent Payment descriptions following item "2022" in Section 1.4, in consecutive order:

2023 **\$13.92 per square foot per year**, plus applicable taxes, payable in advance on the 1st day of each month, the first of such installments to be paid on or before the 1st day of April, 2023.

2024 **\$14.20 per square foot per year**, plus applicable taxes, payable in advance on the 1st day of each month, the first of such installments to be paid on or before the 1st day of April, 2024.

2025 **\$14.49 per square foot per year**, plus applicable taxes, payable in advance on the 1st day of each month, the first of such installments to be paid on or before the 1st day of April, 2025.

2026 **\$14.78 per square foot per year**, plus applicable taxes, payable in advance on the 1st day of each month, the first of such installments to be paid on or before the 1st day of April, 2026.

2027 **\$15.07 per square foot per year**, plus applicable taxes, payable in advance on the 1st day of each month, the first of such installments to be paid on or before the 1st day of April, 2027.

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

Read a first, second and third time and finally passed this 18th day of January, 2022.

Mayor

Clerk

The Corporation of the City of Temiskaming Shores

By-law No. 2022-006

Being a by-law to Amend By-law No. 2020-034 to enter into an agreement with Her Majesty the Queen in Right of Canada as represented by Employment and Social Development Canada for Accessibility Upgrades at the Don Shepherdson Memorial Arena – Project No. 1591799 (Amendment No. 2)

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 entered into an agreement with Her Majesty the Queen in Right of Canada as represented by Employment and Social Development Canada for Accessibility Upgrades at the Don Shepherdson Memorial Arena, through By-law No. 2020-034 on March 24, 2020; and

Whereas Council amended said agreement (By-law No. 2020-034) with Her Majesty the Queen in Right of Canada as represented by Employment and Social Development Canada to extend the project deadline for Accessibility Upgrades at the Don Shepherdson Memorial Arena, through By-law No. 2020-129 on December 15, 2020; and

Whereas Council considered Memo No. 001-2022-RS at the January 18, 2022 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2020-034 being an agreement with Her Majesty the Queen in Right of Canada as represented by Employment and Social Development Canada for Accessibility Upgrades at the Don Shepherdson Memorial Arena, to extend the project date to October 31, 2022, and to include a delegation of authority provision to authorize amendments that do not create any financial liability for the City that is beyond a budget approved by Council, for consideration at the January 18, 2022 Regular Council meeting.

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

1. That Schedule A to By-law No. 2020-034, be hereby amended by the Amending Agreement, a copy of which is hereto attached as Schedule A and forms part of this by-law.

2. That the Mayor and Clerk have the delegation of authority to execute any and all required documentation and amendments, on behalf of the City of Temiskaming Shores, as required under the Funding Agreement, as long as the amendments do not create any financial liability for the City that is beyond a budget approved by Council.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make 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 18th day of January, 2022.

Mayor

Clerk



Schedule "A" to

By-law No. 2022-006

Being a by-law to Amend By-law No. 2020-034 to enter into an agreement with Her Majesty the Queen in Right of Canada as represented by Employment and Social Development Canada for Accessibility Upgrades at the Don Shepherdson Memorial Arena – Project No. 1591799 (Amendment No. 2)



ARTICLES OF AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

(HEREINAFTER REFERRED TO AS "CANADA"), AS REPRESENTED BY

THE MINISTER OF EMPLOYMENT AND SOCIAL DEVELOPMENT

AND

The Corporation of the City of Temiskaming Shores

(HEREINAFTER REFERRED TO AS "THE RECIPIENT")

HEREINAFTER COLLECTIVELY REFERRED TO AS "THE PARTIES"

Whereas the Recipient has applied to Canada for funding to carry out the project;

Whereas Canada has determined that the Recipient is eligible for a grant under the Program mentioned in Schedule A - Project Description and Signatures and that the Project qualifies for support; and

Whereas Canada has agreed to provide a grant to the Recipient to help it to implement the project;

Now, therefore, the Parties agree as follows:

1.0 AGREEMENT

1.1 The following documents, and any amendments thereto, constitute the entire agreement between the Parties with respect to its subject matter and supersedes all previous understandings, agreements, negotiations and documents collateral, oral or otherwise between them relating to its subject matter:

- (a) These Articles of Agreement
- (b) Schedule A - Project Description and Signatures



2.0 INTERPRETATION

2.1 Unless the context requires otherwise, the expressions listed below have the following meanings for the purposes of this Agreement:

"**Eligible Expenditures**" means the expenditures listed in the Project budget in *Schedule A - Project Description and Signatures*;

"**Fiscal Year**" means the period commencing on April 1 in one calendar year and ending on March 31 in the next calendar year;

"**Grant**" means the grant funds provided by Canada under this Agreement;

"**Project**" means the project described in *Schedule A - Project Description and Signatures*;

"**Project Period**" means the period beginning on the Project Start Date and ending on the Project End Date specified in *Schedule A - Project Description and Signatures*; and

"**Working Day**" means Monday through Friday except statutory holidays.

3.0 EFFECTIVE DATE AND DURATION

3.1 This Agreement shall come into effect on the date it is signed by both Parties and, subject to section 3.2, shall expire at the end of the Project Period unless the Agreement is terminated on a prior date in accordance with the terms of this Agreement.

3.2 Notwithstanding section 3.1, the rights and obligations of the parties, which by their nature, extend beyond the expiration or termination of this Agreement shall survive such expiration or termination.

4.0 PURPOSE OF THE GRANT

4.1 The purpose of the funding granted by Canada according to the terms of this Agreement is to enable the Recipient to carry out the Project. The Recipient shall use the grant for paying the Eligible Expenditures of the Project.

5.0 PAYMENT OF THE GRANT

5.1 Canada will pay the Recipient a grant in the amount specified in *Schedule A - Project Description and Signatures*. The grant will be paid in instalments in accordance with the instalment schedule set out under Payment Method *Schedule A - Project Description and Signatures*.

6.0 APPROPRIATION

6.1 Any payment under this Agreement is subject to the appropriation of funds by Parliament for the Fiscal Year in which the payment is to be made.

7.0 REDUCTION OR TERMINATION OF FUNDING

7.1 Canada may, upon not less than ninety (90) days' notice, reduce its funding under this Agreement or terminate the Agreement as per article 15.0 if:

- (a) the level of funding for the Program named in this Agreement for the Fiscal Year in which the payment is to be made under the Agreement is reduced as a result of a governmental or departmental spending decision, or
- (b) Parliament reduces the appropriation of funds for grants under the Program named in this Agreement.

7.2 Where, Canada gives notice of its intention to reduce its funding pursuant to section 7.1, and the Recipient is of the opinion that it will be unable to complete the Project in the manner desired by the Recipient, the Recipient may terminate the Agreement upon not less than thirty (30) days notice to Canada.



8.0 RECIPIENT DECLARATIONS

8.1 The Recipient

- (a) declares that it has provided Canada with a true and accurate list of all amounts owing to the Government of Canada under legislation or funding agreements which were past due and in arrears at the time of the Recipient's Application for Funding under the Program named in this Agreement;
- (b) agrees to declare any amounts owing to the Government of Canada under legislation or funding agreements which have become past due and in arrears following the date of its Application for Funding,
- (c) recognizes that Canada may recover any amounts referred to in paragraph (a) or (b) that are owing by deducting or setting off such amounts from any sum of money that may be due or payable to the Recipient under this Agreement; and
- (d) declares to use a fair, accountable and transparent process when procuring goods and/or for services in relation to the Project.

8.2 The Recipient declares that any person who has been lobbying on its behalf to obtain the grant that is the subject of this Agreement was in compliance with the provisions of the *Lobbying Act (R.S.C., 1985, c. 44 (4th Supp.))*, as amended from time to time, at the time the lobbying occurred and that any such person to whom the Lobbying Act applies has received, or will receive, no payment, directly or indirectly, from the Recipient that is in whole or in part contingent on obtaining this Agreement.

9.0 PROJECT RECORDS

9.1 The Recipient shall keep proper books and records of the grant received and of all expenditures made using the grant relating to the Project.

9.2 The Recipient shall retain the books and records referred to in section 9.1 for a period of three (3) years following the Project Period.

9.3 During the period of the project as well as the period referred to in section 9.2, the Recipient shall give access to its files, books and records related to the project, upon request and within a reasonable time, to representatives of Canada for the purpose of verifying the use of the grant and compliance with the terms and conditions of this Agreement. The Recipient shall permit Canada's representatives to take copies and extracts from such books and records. The Recipient shall also provide Canada with such additional information as Canada may require with reference to such books and records.

10.0 INQUIRY BY THE AUDITOR GENERAL OF CANADA

10.1 If, during the Project Period or within the period referred to in 9.2, the Auditor General of Canada, in relation to an inquiry conducted under subsection 7.1(1) of the *Auditor General Act (R.S.C., 1985, c. A-17)*, requests that the Recipient provide him or her with any records, documents or other information pertaining to the utilization of the funding provided under this Agreement, the Recipient shall provide the records, documents or other information within such period of time as may be reasonably requested in writing by the Auditor General of Canada. (Not applicable to municipalities or other recipients excluded by the application of the Act)

11.0 REPORTING

11.1 The Recipient shall submit to Canada, a complete final report acceptable to Canada that outlines the results of the Project within thirty (30) days following the Project Period.

12.0 CONTINUOUS ELIGIBILITY

12.1 The Recipient must, during the Project Period, continue to meet the eligibility requirements of the Program named in this Agreement which were effective upon signature of the agreement. As such, the Recipient agrees to promptly notify Canada should a change in the Recipient's status or a change in Project activities result in the Project no longer meeting the eligibility criteria of the Program which were effective upon signature of this Agreement.

13.0 EVALUATION

13.1 The Recipient recognizes that Canada is responsible for the evaluation of the Program named in this Agreement. The Recipient agrees to cooperate with Canada for the duration of the Project and within a period of three (3) years thereafter by providing access to the information required to carry out the evaluation.



14.0 TERMINATION OF AGREEMENT

Termination for Default

14.1 (1) The following constitute Events of Default:

- (a) the Recipient becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of a statute relating to bankrupt or insolvent debtors or an order is made or resolution passed for the winding up of the Recipient (section 14.1(1)(a) not applicable to municipalities or school boards);
- (b) the Recipient ceases to operate (section 14.1(1)(a) not applicable to municipalities or school boards);
- (c) the Recipient is in breach of the performance of, or compliance with, any provision of this Agreement;
- (d) the Recipient, in support of its Agreement, has made materially false or misleading representations, statements or declarations, or provided materially false or misleading information to Canada; or
- (e) in the opinion of Canada, the risk in the Recipient's ability to complete the Project has changed substantially and unfavorably.

(2) If

- (a) an Event of Default specified in paragraph (1)(a) or (b) occurs (section 14.1(1)(a) not applicable to municipalities or school boards); or
- (b) an Event of Default specified in paragraphs (1)(c), (d) or (e) occurs and has not been remedied within thirty (30) days of receipt by the Recipient of written notice of default or within such longer period as Canada may specify, or a plan satisfactory to Canada to remedy such Event of Default has not been put into place within such time period

Canada may terminate the Agreement immediately by written notice. Effective on that date, Canada has no more obligations to pay any remaining instalments of the grant as specified in the Agreement.

(3) Pursuant to paragraph 14.1 (2)(b), Canada may suspend payment of any further instalment of the grant under this Agreement.

(4) The fact that Canada refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon Canada shall not prevent Canada in any way from later exercising any other right or remedy under this Agreement or other applicable law.

14.2 Either Parties may also terminate this Agreement at any time without cause upon not less than ninety (90) days written notice of intention to terminate.

15.0 REPAYMENT REQUIREMENTS

15.1 (1) When a written notice is provided by either one of the Parties pursuant to section 7 or section 14:

- (a) the Recipient must not make any new commitment related to the project which may generate eligible expenditures and must cancel any ongoing commitments, or where possible, reduce the amount of such expenditures arising from any commitment; and
- (b) all eligible expenditures incurred by the Recipient up to the date of termination will be paid by Canada, including direct costs and incidentals related to the cancellation of obligations of the Recipient for the termination of the agreement; a payment or a reimbursement will be made under this paragraph only if it has been demonstrated to the satisfaction of Canada that the Recipient has actually incurred the expenses and they are reasonable and related to the termination of the agreement.

(2) If this Agreement is terminated by the Recipient in accordance with section 14.2, the latter shall reimburse Canada the unused grant funds in its possession or under its control within thirty (30) days.

15.2 Notwithstanding section 15.1, if the Agreement is terminated under section 14.1 by Canada because the Recipient uses the grant for a purpose or expenditures not agreed upon under this Agreement, Canada may in addition to the rights conferred upon it under this Agreement or in law or in equity, demand from the Recipient the repayment of the grant funds that were used by the Recipient for purposes other than the Project or used for costs that were not Eligible Expenditures.

15.3 If Canada demands the repayment of any part of the grant pursuant to section 15.1 or section 15.2, the amount demanded shall be deemed to be a debt due and owing to Canada and the Recipient shall pay the amount to Canada immediately unless Canada directs otherwise.



15.4 Interest shall be charged on overdue repayments owing under this Agreement in accordance with the *Interest and Administrative Charges Regulations (SOR/96-188)* (the "Regulations") made pursuant to the *Financial Administration Act (R.S.C., 1985, c. F-11)*. Interest is calculated and compounded monthly at the "average bank rate", within the meaning of such expression as contained in the Regulations, plus three per cent (3%) during the period beginning on the due date specified in the notice to repay and ending on the day before the day on which payment is received by Canada.

16.0 INDEMNIFICATION

16.1 The Recipient shall, both during and following the Project Period, indemnify and save Canada harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury or death of a person, or loss or damage to property caused or alleged to be caused by any wilful or negligent act, omission or delay on the part of the Recipient or its employees or agents in connection with anything purported to be or required to be provided by or done by the Recipient pursuant to this Agreement or done otherwise in connection with the implementation of the Project. It is understood that Canada cannot claim compensation under this section in case of accident, loss or damage caused by Canada or its employees.

17.0 RELATIONSHIP BETWEEN THE PARTIES AND NON-LIABILITY OF CANADA

17.1 The management and supervision of the Project are the sole and absolute responsibility of the Recipient. The Recipient is not in any way authorized to make a promise, agreement or contract on behalf of Canada. This Agreement is a funding agreement only, not a contract obtaining services or a contract of service or employment. Canada's responsibility is limited to providing financial assistance to the Recipient in support of the Project. The parties hereto declare that nothing in this Agreement shall be construed as creating a partnership, an employer-employee, or agency relationship between them. The Recipient shall not represent itself as an agent, employee or partner of Canada.

17.2 Nothing in this Agreement creates any undertaking, commitment or obligation by Canada respecting additional or future funding of the Project beyond the Project Period, or that exceeds the amount of Canada's funding as indicated in the Agreement. Canada shall not be liable for any loan, capital lease or other long-term obligation which the Recipient may enter into in relation to carrying out its responsibilities under this Agreement or for any obligation incurred by the Recipient toward another party in relation to the Project.

18.0 CONFLICT OF INTEREST

18.1 No current or former public servant or public office holder to whom the *Conflict of Interest Act (S.C. 2006, c. 9, s. 2)*, the *Policy on Conflict of Interest and Post-Employment* or the *Values and Ethics Code for the Public Sector* applies shall derive a direct benefit from the Agreement unless the provision or receipt of such benefit is in compliance with the said legislation or codes.

18.2 No member of the Senate or the House of Commons shall be admitted to any share or part of the Agreement or to any benefit arising from it that is not otherwise available to the general public.

19.0 INFORMING CANADIANS OF THE GOVERNMENT OF CANADA'S FUNDING

19.1 The Recipient shall allow Canada sixty (60) days from the date of signature of the Agreement to announce the Project. The parties will collaborate for the first public announcement of the project, including all communication, event or ceremony used to promote the project. The time, place and agenda for such communication activities must be appropriate for Canada.

19.2 To enable Canada's participation in any subsequent communications activities about the project the Recipient will inform Canada no later than twenty (20) calendar days preceding such communication activities.

19.3 The Recipient shall ensure that all communication activities, publications and advertising (including on social media or websites) relating to the project include the recognition of Canada's financial assistance to the satisfaction of Canada.

20.0 ACCESS TO INFORMATION

20.1 The Recipient acknowledges that Canada is subject to the *Access to Information Act (R.S.C., 1985, c. A-1)*, and information obtained by Canada pertaining to this Agreement may be disclosed by Canada to the public upon request under the aforementioned act.

21.0 PROACTIVE DISCLOSURE

21.1 The Recipient acknowledges that the name of the Recipient, the amount of Canada's funding and the general nature of the Project may be made publicly available by Canada in accordance with the Government of Canada's commitment to proactively disclose the awarding of grants and contributions.



22.0 NOTICES

22.1 Any notices to be given and all reports, information, correspondence and other documents to be provided by either party under this Agreement shall be given or provided by personal delivery, mail, courier service, fax or email to the postal address, fax number or email address, as the case may be, of the receiving party. If there is any change to the postal address, fax number or email address or contact person of a party, the party concerned shall notify the other in writing of the change as soon as possible.

22.2 Notices, reports, information, correspondence and other documents that are delivered personally or by courier service shall be deemed to have been received upon delivery, or if sent by mail five (5) working days after the date of mailing, or in the case of notices and documents sent by fax or email, one (1) working day after they are sent.

23.0 ASSIGNMENT OF THE AGREEMENT

23.1 The Recipient shall not assign this Agreement or any part thereof without the prior written consent of Canada.

24.0 SUCCESSORS AND ASSIGNS

24.1 This Agreement is binding upon the parties and their respective successors and assigns.

25.0 COMPLIANCE WITH LAWS

25.1 This Agreement shall be governed by and interpreted in accordance with the applicable laws of the province or territory where the Project will be performed. The parties agree that the Court of the province or territory where the Project will be performed is competent to hear any dispute arising out of this agreement.

25.2 The Recipient shall carry out the Project in compliance with all applicable laws, by-laws and regulations, including any environmental legislation and any legislation regarding protection of information and privacy. The Recipient shall obtain, prior to the commencement of the Project, all permits, licenses, consents and other authorizations that are necessary to the carrying out of the Project.

26.0 AMENDMENT

26.1 This Agreement may be amended, with respect to applicable laws, by mutual consent of the parties. To be valid, any amendment to this Agreement shall be in writing and signed by the parties.

27.0 UNINCORPORATED ASSOCIATION

27.1 If the Recipient is an unincorporated association, it is understood and agreed by the persons signing this Agreement on behalf of the Recipient that in addition to signing this Agreement in their representative capacities on behalf of the members of the Recipient, they shall be personally, jointly and severally liable for the obligations of the Recipient under this Agreement, including the obligation to pay any debt that may become owing to Canada under this Agreement.

28.0 COMMUNICATION WITH THE PUBLIC

28.1 The Recipient shall clearly identify the project's clientele, and shall take the appropriate steps to communicate with the target audience

29.0 AGREEMENT WITHOUT PREJUDICE [clause applicable only in Québec]

29.1 This Agreement is without prejudice to discussions underway between the Quebec Government and Canada for the purpose of establishing new standard agreements for the application of *An Act respecting the Ministère du Conseil exécutif* (CQLR, chapter M-30) in regards to Funding Agreements related to the programs of the Department of Employment and Social Development.

SECTION C Schedule A - Project Description and Signatures (to be completed by ESDC)

Common System for Grants and Contributions (CSGC) File Number: 1591799

Project Title: Don Shepherdson Memorial Arena Accessibility Upgrades

Program Name: Enabling Accessibility Fund - Grants

This Application is: Approved Not Approved

Grant Amount:



Amount Requested: \$ 100000

Amount Approved: \$ 100000

Project description and Budget adjustments:

Activities:

Amendment 2: The amended agreement consists of further extending the project end date until October 31, 2022.

Amendment 1: The amended agreement consists of extending the project duration until October 31, 2021 to account for delays due to poor weather conditions.

Original Project Activities:

The project activities consist of creating a level entrance, installing doors with automated doors opener, building an accessible washroom and installing new flooring.

Budget:

N/A

Other Conditions:

Condition related to the Official Languages Act :

The Recipient acknowledges that Canada is subject to the Official Language Act and, as such, must actively offer project-related services, make project-related documentation and announcements in both official languages.

Specific Obligations Related to the Project:

i.e.: publication or research, or other tool printed or published in both languages.

Project Period:

From: 2020/03/23

To: 2022/10/31

Payment Method:

Number of Installment(s): 1

1st Installment Amount: \$ 100000

1st Installment Date: 2020/03/26

Date of Approval: 2021/12/07

Canada signing authority on behalf of the Minister of Employment and Social Development

bigras, anne

Digitally signed by bigras, anne
Date: 2021.12.16 08:19:41 -05'00'

CANADA

Date (yyyy-mm-dd)



FOR THE RECIPIENT (to be completed by the recipient)

- I certify that I have the capacity and that I am authorized to sign the Articles of Agreement of this grant on behalf of the "Recipient" organization;
- I have read, understand and agree to these Articles of Agreement and I agree that once approved and signed by both parties, these Articles of Agreement will be effective immediately and shall constitute a legally binding agreement.

Signatory Name (please print)

Title (please print)

Signature

Date (yyyy-mm-dd)

Signatory Name (please print)

Title (please print)

Signature

Date (yyyy-mm-dd)

Signatory Name (please print)

Title (please print)

Signature

Date (yyyy-mm-dd)

The Corporation of the City of Temiskaming Shores

By-law No. 2022-007

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 January 18, 2022

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

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

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

Whereas it is the desire of the Council of The Corporation of the City of Temiskaming Shores to confirm proceedings and By-laws.

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

1. That the actions of the Council at its Regular meeting held on **January 18, 2022**, with respect to each recommendation, by-law and resolution and other action passed and taken or direction given by Council at its said meeting, is, except where the prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.
2. That the Mayor, or in his absence the presiding officer of Council, and the proper officials of the municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and except where otherwise provided, the Mayor, or in his absence the presiding officer, and the Clerk are hereby directed to execute all documents required by statute to be executed by them, as may be necessary in that behalf and to affix the corporate seal of the municipality to all such documents.

Read a first, second and third time and finally passed this 18th day of January, 2022.

Mayor

Clerk