



The Corporation of the City of Temiskaming Shores  
Committee of the Whole  
Tuesday, October 3, 2023 – 3:00 p.m.  
City Hall – Council Chambers – 325 Farr Drive

---

**Agenda**

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

*Draft Resolution*

Moved by: Councillor

Seconded by: Councillor

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

6. **Disclosure of Pecuniary Interest and General Nature**
7. **Public Meetings Pursuant to the Planning Act, Municipal Act, and Other Statutes**

None

**8. Public Works**

**a) Delegations/Communications**

None

**b) Administrative Reports**

**1. Memo No. 023-2023-PW – Environmental Services Operations Update**

*Draft Resolution*

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 023-2023-PW for the Environmental Services Operations Update.

**2. Memo No. 024-2023-PW – Transportation Services Operations Update**

*Draft Resolution*

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 024-2023-PW for the Transportation Services Operations Update.

**3. Administrative Report No. PW-023-2023 – 2023-2024 Winter Operations**

*Draft Resolution*

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-023-2023;

That Council directs Staff to prepare the necessary by-law for the implementation of the 2023 – 2024 Winter Operations Plan, for consideration at the October 17, 2023 Regular Council meeting; and

That Council directs the Manager of Transportation Services to advise staff in the Public Works Department of the intent to commence the Winter Operations Schedule on or about Sunday, November 5, 2023, and conclude on or about Friday, April 5, 2024.

**c) New Business**

None

**9. Recreation Services**

**a) Delegations/Communications**

None

**b) Administrative Reports**

**1. Memo No. 020-2023-RS – Northern Ontario Heritage Fund Corporation (NOHFC) People and Talent Agreement**

*Draft Resolution*

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 020-2023-RS; and

That Council directs staff to prepare the necessary by-law to enter into a conditional contribution agreement with the Northern Ontario Heritage Fund Corporation (NOHFC) for a replacement intern in the Energy and Climate Change Coordinator position, for a one-year period in the amount of \$35,000, for consideration at the October 17, 2023 Regular Council meeting.

**2. Memo No. 021-2023-RS – Don Shepherdson Memorial Arena (DSMA) Accessibility Project – Consultant Change Orders**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 021-2023-RS;

That Council approves a Contract Change Order No. 1 of \$8,350 to the contract with Greenview Environmental Management Limited for project costs for the Don Shepherdson Memorial Arena (DSMA) Accessibility Project, as authorized by By-law No. 2021-061, resulting in a revised contract value of \$61,670 plus applicable taxes; and

That Council approves a Contract Change Order No. 2 of \$14,847 to the contract with Greenview Environmental Management Limited for project costs for the Don Shepherdson Memorial Arena (DSMA) Accessibility Project, as authorized by By-law No. 2021-061, resulting in a revised contract value of \$76,517, plus applicable taxes.

**3. Memo No. 022-2023-RS – Recreation Operations Update – October 2023**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 022-2023-RS for the Recreation Operations Update for the Month of October 2023.

**4. Administrative Report No. RS-022-2023 – Georgia-Pacific Advertising Agreement**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-022-2023; and

That Council directs staff to prepare the necessary by-law to enter into a three (3) year agreement with Georgia-Pacific LLC for an advertisement on the City's 2024 Olympia Ice Resurfacers, for a contribution of \$7,000 plus

applicable taxes per year, for consideration at the October 17, 2023 Regular Council meeting.

**c) New Business**

None

**10. Fire Services**

**a) Delegations/Communications**

None

**b) Administrative Reports**

None

**c) New Business**

**1. Fire Prevention Week 2023 Proclamation**

*Draft Resolution*

Moved by: Councillor

Seconded by: Councillor

Whereas the City of Temiskaming Shores is committed to ensuring the safety and security of all those living in and visiting Temiskaming Shores; and

Whereas fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

Whereas smoke alarms detect smoke well before you can, alerting you to danger in the event of fire in which you may have just seconds to escape safely; and

Whereas working smoke alarms save lives by providing early warning of fire so you and your family can safely escape; and

Whereas unattended cooking is the leading cause of residential fires; and

Whereas Temiskaming Shores residents should be sure everyone in the home understands the sounds of the alarms and knows how to respond; and

Whereas residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

Whereas Temiskaming Shores residents will make sure their smoke and carbon monoxide alarms meet the needs of all their family members, including those with sensory or physical disabilities; and

Whereas Temiskaming Shores first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and public fire safety education; and

Whereas Temiskaming Shores residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

Whereas Fire Prevention Week 2023 reminds Temiskaming Shores residents that kitchen fires are preventable with actions as simple as staying in the kitchen while cooking, not cooking under the influence, and keeping a clutter-free cooking space.

Therefore be it resolved that Council for the City of Temiskaming Shores hereby proclaims October 8 to 14, 2023, as Fire Prevention Week, and urges all the people of Temiskaming Shores to practice fire safety while in the kitchen and to support the many public safety activities and efforts of the Temiskaming Shores fire and emergency services.

## **11. Corporate Services**

### **a) Delegations/Communications**

None

**b) Administrative Reports****1. Memo No. 024-2023-CS– City Hall Holiday Hours 2023**Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Timiskaming Shores acknowledges receipt of Memo No. 024-2023-CS; and

That Council approves the following City Hall operating schedule during the 2023 holiday season:

Friday, December 22, 2023	Normal hours of operation
Monday December 25, 2023	Closed (Statutory Holiday)
Tuesday, December 26, 2023	Closed (Statutory Holiday)
Wednesday, December 27, 2023	Closed
Thursday, December 28, 2023	Closed
Friday, December 29, 2023	Closed
Monday, January 1, 2024	Closed (Statutory Holiday)

**2. Memo No. 025-2023-CS– Launch of Communications Email**Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Timiskaming Shores acknowledges receipt of Memo No. 025-2023-CS, regarding the launch of the City's Communications email for information purposes.

**3. Administrative Report No. CS-037-2023 Compressed Workweek Policy**Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-037-2023; and

That Council does not proceed with the adoption of the Compressed Workweek Policy.

**4. Administrative Report No. CS-038-2023 Shared Chief Building Official (CBO) Services - Temagami**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-038-2023; and

That Council directs staff to to prepare the necessary by-law to enter into a Shared Services Agreement with the Municipality of Temagami for Building Services, for consideration at the October 17, 2023 Regular Council Meeting.

**5. Administrative Report No. CS-039-2023 Animal Services & By-law Consultation Findings**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-039-2023; and

That Council directs staff to finalize the Animal Care and Control By-law, for the repeal and replacement of By-law 2013-051 as amended, for first and second reading at the November 21, 2023, Regular Council Meeting.

**c) New Business**

**1. Responding to the Housing Affordability Task Force's Recommendations**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of the letter from the Ministry of Municipal Affairs and Housing, dated September 15, 2023, regarding responding to the housing affordability task force's recommendations; and

Further that Council has ranked the top five recommendations that would be or have been, the most useful in increasing housing supply in the community:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

**12. Schedule of Council Meetings**

- a) Special Council Meeting – October 10, 2023 starting at 6:00 p.m. (Tentative)
- a) Regular Council Meeting – October 17, 2023 starting at 6:00 p.m.
- b) Committee of the Whole – November 7, 2023 starting at 3:00 p.m.

**13. Closed Session**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

- a) Under Section 239 (2) (b) of the Municipal Act, 2001 – Personal matter about an identifiable individual, including municipal or local board employees – Contract Administration

**14. Adjournment**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

# Memo

**To:** Mayor and Council  
**From:** Steve Burnett, Manager of Environmental Services  
**Date:** October 3, 2023  
**Subject:** Environmental Department Update  
**Attachments:** N/A

---

Mayor and Council:

I am pleased to provide the following update for the Environmental Department.

## **Operations**

The Environmental Department continues with the yearly maintenance of the Sanitary Collection and Water Distribution Systems within the City. This maintenance includes:

- **Sanitary Main Flushing** – The regular flushing program has been completed.
- **Hydrant Winterization** – This program started the week of September 25<sup>th</sup> and consists of flushing the hydrant, pumping out excess water, adding hydrant antifreeze and marking the hydrant.

Staff continue to repair watermains and services as they surface. To date there have been a total of 68 watermains and services repaired throughout the City. Staff are also busy with the Albert St project assisting Pedersen's with water control and flushing. There has also been a total of 5 water control valves replaced under our valve replacement program with 4 valves remaining.

## **Capital Projects**

- **ICI Water Meter Program (Carryover)** – Scheduled for late summer or early fall. Reoccurring meetings have been scheduled with Neptune to ensure that scheduling of appointments is completed.
- **Haileybury Water Treatment Plant Filter Rehabilitation #2** – This project has been awarded to Continental Carbon Group. Schedule to start is pending.
- **Robert/Elm Pumping Station – Overflow Installation** – This project has been awarded to LUA Construction. Pump has been ordered.

- **Albert St Reconstruction** – On track and on budget. Pedersen are currently working within the final intersection. Once completed, a walkthrough/site visit will occur prior to the city assuming Albert St for winter operations.
- **Montgomery Street Design** – This project was awarded to Shaba Testing Services Ltd. The geotechnical work has been completed.
- **NL Landfill Expansion** – This project is nearing completion and is on budget. The opening of the NL Landfill is scheduled for Oct. 17 with the Haileybury Landfill closing on Oct. 14.
- **Grant Drive Extension** – This project is now complete, and the road is open.

Prepared by:

*“Original signed by”*

---

Steve Burnett  
Manager of Environmental Services

# **Memo**

**To:** Mayor and Council  
**From:** Mitch McCrank, Manager of Transportation Services  
**Date:** October 3, 2023  
**Subject:** Transportation/ Operations/ Fleet Report  
**Attachments:** N/A

---

Mayor and Council:

The Transportation Department would like to provide verbal updates on items that may be of interest.

## **1. Operations**

- a. Ongoing road patches and culvert repairs. Identifying frost heaves and repairing.
- b. Tree maintenance
- c. Preparing for Winter Operations – training and fleet
- d. Northern Road School Training - end of October.

## **2. Landfill assistance**

- a. Constructing a slip lane for entry to the Landfill along Rockely Road.

## **3. Transportation Study – Downtown Cores**

- a. Open House Scheduled for November 1<sup>st</sup>.
- b. Media Blitz will start two weeks prior.
- c. Gather comments on technical analysis and recommendations.
- d. Provide Final Report for consideration likely in December

## **4. Planned Projects**

- a. Jaffray Street Storm Reconstruction
  - i. Commenced last week.
- b. West Road Culvert Reline
  - i. Pedersen has removed beaver dams and is preparing access. Timeline unknown.
- c. Montgomery Street Design – Boreholes Complete, design underway
- d. Fleet Purchases
  - i. Continuing to work with Kenworth on Triaxle delivery.

## 5. Road Safety and Signage Comments / Concerns

- a. Received a few signage requests, parking requests and safety concerns recently.
- b. Tackling them on an ongoing basis.
- c. Community Placemaking Grant

Prepared by:

*“Original signed by”*

---

Mitch McCrank, CET  
Manager of Transportation Services

---

**Subject:** 2023-2024 Winter Operations Plan      **Report No.:** PW-023-2023  
**Agenda Date:** October 3, 2023

---

### **Attachments**

**Appendix 01:** 2023-2024 Winter Operations Plan (Draft By-law)

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-023-2023;
2. That Council directs Staff to prepare the necessary by-law for the implementation of the 2023 – 2024 Winter Operations Plan, for consideration at the October 17, 2023 Regular Council meeting; and
3. That Council directs the Manager of Transportation Services to advise staff in the Public Works Department of the intent to commence the Winter Operations Schedule on or about Sunday, November 5, 2023, and conclude on or about Friday, April 5, 2024.

### **Background**

Each year the Public Works Department submits an administrative report, for Council's consideration, on the Winter Operations efforts for the upcoming season. The report includes the Winter Operations Plan and proposed shift schedule which is intended to improve upon or modify the approach that has been used in previous years while maintaining the *Minimum Maintenance Standards for Municipal Highways* and reducing the hazards resulting from winter snow and ice, in order to maintain the City's roadways and sidewalks in a safe condition.

Typically, the Winter Schedule commences on or about November 1 and ends on or about April 15 which coincides with the pay periods each year. This year afternoon patrolling will commence on or before November 6<sup>th</sup> with the full schedule starting on Sunday November 5<sup>th</sup>. During this period, the Department will have 24 hour per day coverage with arrangements for re-scheduling staff as the need arises.

## **Analysis**

Every winter season brings new, unique and unpredictable conditions and circumstances that the Public Works Department is tasked with dealing with. Over the past several winters, conditions have varied from relatively mild to extremely cold and from light snowfalls to extended periods of heavy snowfall. The changing events are handled to the standards and service level residents have come to expect. The Public Works department does their very best to stay on schedule and make sure everyone using our roads and sidewalks are able to safely. From time to time, there may be a break in schedule due to higher priority events, but residents are asked to be patient with our crews as we tackle all events and know that we will get there.

Currently, the Department is at full staff compliment, apart from one staff on leave. We will once again utilize the services of a temporary seasonal patrol person. The Public Works staff will continue to operate as four groups or “teams” of five members comprised of one Heavy Equipment Operator / Crew Leader, a Water / Sewer Operator and three Equipment Operators. This arrangement has worked very well to address most situations. As well there will once again be a “Patrol Person” assigned to the 3:00 p.m. to 11:30 p.m. afternoon shift for consistent patrol purposes. A “seasonal employee” will once again be the dedicated Patrol Person scheduled from Monday to Friday for the afternoon shift. The crews have also been rotated to ensure that the same people are not working the same timeframe as last year. (Christmas etc.)

Since 2011-12 winter season the department has continued to provide coverage, at varying levels, 24 hours per day, 7 days per week. With a focus on providing more scheduled resources from Monday to Friday during the daytime, afternoon, evening, and weekend coverage has been reduced to minimal coverage, ensuring that Minimum Standards are met. The Crew Leader or the Evening/Weekend shift Patrol Person contacts the “on-call” Supervisor, to arrange for additional staff as required.

As indicated in the Collective Agreement with CUPE Local 5014, Section 14.03 allows for the Employer to establish and alter starting and quitting times as necessary, with advance notice. Therefore, in the event that additional staff is required to conduct operations during the night shift, resources from the following day shift were re-scheduled.

As each year brings about new challenges and personnel, this current Winter Operations plan was updated accordingly to meet the many changes seen over the years to better represent the actual services the City provides.

Changes that have occurred from previous plans include:

- Inclusion of the Grant Drive Extension for winter maintenance as a Class 4 road.

Important to note and close off:

- It is acknowledged that conditions may occur which temporarily prevent achieving the levels of service as detailed in the Winter Operations Plan. In such cases,

attempts will be made to keep Class 2 & 3 roads as clear as possible by utilizing all maintenance equipment at maximum efficiency.

- Winter operations will continue until the prescribed level of service is achieved where conditions permit. Should conditions not permit accomplishment of the prescribed level of service, operations shall continue as required to maintain as good a driving service as possible.
- Not all sidewalks in our community are ploughed in the winter. Please refer to appropriate appendix.

**Relevant Policy / Legislation / City By-Law**

- Reg. 239/02 *Minimum Maintenance Standards for Municipal Highways*, (as amended by O Reg. 366/18 on May 2, 2018)
- By-Law 2012-101 (By-Law to Regulate Traffic and Parking of Vehicles)
- Annual Operations Budget

**Asset Management Plan Reference**

- Asset Management Strategy – Operations & Maintenance Activities – Roadway Network

**Consultation / Communication**

- Consultation with the City Manager, Manager of Environmental Services, Transportation Superintendent, and relevant City Staff.

**Financial / Staffing Implications**

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

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

Staffing implications related to this matter are limited to normal operational functions and duties. As in the past, temporary seasonal staff may be required.

The schedule has been updated slightly to continue to provide staff with an opportunity for a better work-life balance as well as opportunity to enhance their skills using a variety of equipment and at a wide array of tasks through training and experience.

## **Climate Considerations**

Climate Lens has been complete. Based on the results there are no expectations for increased GHG emissions, increased temperature, or increased precipitation based on this contract. No substitutes were identified as this contract satisfies the requirements of Ontario Regulations and Minimum Maintenance Standards.

## **Alternatives**

No alternatives were considered.

## **Submission**

Prepared by:

Reviewed and submitted for Council's  
consideration by:

*"Original signed by"*

---

*"Original signed by"*

---

Mitch McCrank, CET  
Manager of Transportation Services

Amy Vickery, CMO  
City Manager

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

**By-law No. 2023-000**

**Being a by-law to adopt the 2023-2024 Winter  
Operations Plan for the City of Temiskaming Shores**

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

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

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

**Whereas** Council considered Administrative Report PW-023-2023 at the October 3, 2023 Committee of the Whole meeting and directed staff to finalize the 2023-2024 Winter Operations Plan and directed staff to prepare the necessary by-law for consideration at the October 17, 2023 Regular Council meeting.

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

1. That Council hereby adopts the 2023-2024 Winter Operations Plan for the City of Temiskaming Shores, attached hereto as Schedule "A" and forming part of this by-law; 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 17<sup>th</sup> day of October, 2023.

---

Mayor

---

Clerk



# City of Temiskaming Shores

## Public Works Department Operations Division

### Winter Operations Plan 2023 – 2024

### Right-of Way Roadways, Sidewalks and City-owned Lands

## TABLE OF CONTENTS

<b>Item</b>	<b>Page</b>
List of Appendices	4
Purpose	6
Definitions	6
1.0 Objective	7
2.0 Policy Statement	8
3.0 Responsibilities	8
4.0 Winter Maintenance Program	9
4.1.0 The System Maintained	9
4.2.0 Level of Service	11
4.3.0 Winter Maintenance Season	20
4.4.0 Winter Preparations	20
4.4.1 Prior to Winter Season	20
4.4.2 One Month Prior to Winter Season	21
4.4.3 Two Weeks Prior to Winter Season	21
4.4.4 Start of Winter Season	22
4.5.0 Winter Patrol	22
4.6.0 Operations	22
4.6.1 Staffing and Hours of Work	22
4.6.1.1 Minimum Crew Size	24
4.6.1.2 Contracts	24
4.6.2 Winter Materials Used Annually	24
4.6.3 Application Rates	26
4.6.3.1 Winter Sand	26
4.6.3.2 Salt	26
4.6.4 Equipment – Winter Maintenance Fleet	27
4.6.5 Yard Facilities	28
4.6.6 Roadway De-Icing and Sanding	29
4.6.7 Snow Plowing	29
4.6.8 Snow Removal and Disposal	30
4.6.8.1 City By-Laws and Ordinances	31
4.6.9 Sidewalk Service Standards	31
4.6.10 Parking Lot Service Standards	31
4.6.11 Vulnerable Areas	32
4.6.12 Weather Monitoring	32
4.6.13 Communications	33

4.6.14	Call Out Procedures	33
4.6.15	Road Closure Procedures	34
4.7.0	Decommissioning Winter Operations	35
4.7.1	Two Weeks after the Winter Season Ends	35
4.7.2	One Month after the Winter Season Ends	35
4.8.0	Training	35
4.9.0	Record Keeping	36
5.0	Plan Improvement	37
6.0	Monitoring and Updating	37
7.0	Notes	38

## List of Appendices

Appendix A – Route A	South Haileybury
Appendix A – Route B	North Haileybury
Appendix A – Route C	West Haileybury
Appendix A – Route D	South New Liskeard
Appendix A – Route E	Central New Liskeard
Appendix A – Route F	North New Liskeard
Appendix A – Route G	West Dymond
Appendix A – Route H	East Dymond
Appendix A – Route I	Highway Plow Route
Appendix B – 01 NL	New Liskeard Sidewalks
Appendix B – 02 Hlby	Haileybury Sidewalks
Appendix C – 01 Dym	Dymond 4 x 4 Plow Truck
Appendix C – 02 NL	New Liskeard 4 x 4 Plow Truck
Appendix C – 03 Hlby	Haileybury 4 x 4 Plow Truck
Appendix C – 04 NL	New Liskeard Loader / Snow Dumps
Appendix C – 05 Hlby	Haileybury Loader
Appendix D – 01 NL	Snow Removal Program
Appendix D – 02 Hlby	Snow Removal Program
Appendix E – 01	Inspection Zone Map
Appendix E – 02	Daily Patrol Route
Appendix E – 03	Patrol Report Form
Appendix E – 04	Work Order Form
Appendix E – 05	Media Release – Road Closure
Appendix F – 01	Section 5.9 – Prohibition of Overnight Parking
Appendix F – 02	By-law No. 2009-159 Snow Removal & Relocation
Appendix G Notice	Overnight Parking Restriction
Appendix H	Minimum Maintenance Standards (O. Reg 239/02)
Appendix I – 01	Operator Training Record
Appendix I – 02	Patrol Person Training Record
Appendix J – 01	Roads – Call out Guide
Appendix J – 02	Sidewalk – Call out Guide

Appendix J – 03	Snow Removal – Call out Guide
Appendix K	Winter Control Notification – Flow Chart
Appendix L	Organizational Chart
Appendix M	Shift Partners
Appendix N	Winter Shift Schedule
Appendix O	Staff Contact Info
Appendix P	Emergency Telephone System

## **Purpose**

This Winter Operations Plan sets out a policy and procedural framework for ensuring that the Corporation of the City of Temiskaming Shores continuously improves on the effective delivery of winter maintenance services and the management of road salt used in winter maintenance operations, as outlined in Environment Canada's Code of Practice for the Environmental Management of Road Salts.

The plan is meant to be dynamic, to allow the municipality to evaluate and phase-in any changes, new approaches and technologies in winter maintenance activities in a fiscally sound manner. At the same time, any modifications to municipal winter maintenance activities must ensure that roadway safety is not compromised. As specified in the Code of Practice for the Environmental Management of Road Salts, the Winter Operations Plan for the Corporation of the City of Temiskaming Shores was endorsed by City Council.

## **Definitions**

**Anti-icing** means the application of liquid de-icers directly to the road surface in advance of a winter event. (The City does not apply de-icing agents to the road surface in advance of a winter event.)

**De-icing** means the application of solids, liquids, pre-treated material to the road surface after the on-set of the winter event.

**Highway** includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

**Paved Road** is a road with an asphalt surface, concrete surface, composite pavement, or portland cement.

**Pre-treat** means the application of liquids (calcium chloride, sodium chloride, etc.) to dry sand or salt prior to being loaded for storage or applied to the road surface.

**Pre-wetting** means the application of liquids (calcium chloride, sodium chloride, etc.) at the spinner of the truck just prior to application to the road surface.

**Surface Treated Road** is road with bituminous surface treatment comprised of one or two applications of asphalt emulsion and stone chips over a gravel road.

**Unpaved Road** is a weather condition affecting roads such as snowfall, wind blown snow, freezing rain, frost, black ice, etc to which a winter event response is required.

**Winter Event** is a weather condition affecting roads such as snowfall, wind blown snow, freezing rain, frost, black ice, etc. to which a winter event response is required.

**Winter Event Response** is a series of winter maintenance activities performed in response to a winter event.

- **Continuous Winter Event Response** is a response to a winter event with full deployment of manpower and equipment that plow/salt/sand the entire system.
- **Spot Winter Event Response** is a response to a winter event with only a part deployment of manpower and equipment or with full deployment to only part of the system.

**Winter Event Response Hours** are the total number of person-hours per year (plowing, salting/sanding, winging back, etc.) to respond to winter events.

## 1.0 Objective

The objective of the **2023 - 2024 Winter Operations Plan** is to define standards to be maintained and procedures to be followed, to reduce the hazards resulting from winter snow and ice, in order to maintain the City's roadways, sidewalks and lands in a safe condition.

Winter operations standards establish levels of service for snow and ice control across the city, for various classes and priorities of roadways and sidewalks, to ensure the safe and efficient movement of vehicles, people, goods and services through our community. The standards recognize the difference in traffic conditions and associated risk management on the various classes of roadways and sidewalks. Additionally, the standards indicate that levels of service may not be met until after the end of a winter storm or snowfall event.

Winter operations procedures indicate the actions to be taken in order to maintain the above noted standards. The procedures, in conjunction with the standards, recognize that the winter maintenance measures cannot be carried out on all roadways and sidewalks at the same time, and due to the associated risk management, must follow the priorities as defined by the classification of the roadways and sidewalks.

Notwithstanding the Corporation of the City of Temiskaming Shores is committed to improving winter maintenance operations while continuing to ensure public

safety. The Corporation of the City of Temiskaming Shores will optimize the use of winter maintenance materials containing chlorides on most municipal roads while striving to minimize negative impacts to the environment. The Corporation of the City of Temiskaming Shores public works staff will strive, insofar as reasonably practicable, to provide safe winter road conditions for vehicular and pedestrian traffic as set out in the level of service policies and within the resources established by the Council of the Corporation of the City of Temiskaming Shores.

## **2.0 Policy Statement**

The Corporation of the City of Temiskaming Shores will provide efficient and cost-effective winter maintenance to ensure, insofar as reasonably practicable, the safety of users of the municipal road network in keeping with applicable provincial legislation and accepted standards while striving to minimize adverse impacts to the environment. These commitments will be met by:

- adhering to the procedures contained within the Winter Operations Plan;
- reviewing and upgrading the Winter Operations Plan on an annual basis to incorporate new technologies and new developments;
- committing to ongoing winter maintenance staff training and education; and
- monitoring on an annual basis, the present conditions of the winter maintenance program, as well as the effectiveness of the Winter Operations Plan.

## **3.0 Responsibilities**

The Manager of Transportation Services is ultimately responsible for winter maintenance operations within the City of Temiskaming Shores. The Superintendent of Transportation Services, reporting to the Manager of Transportation Services, is directly responsible, for winter maintenance operations. The Superintendent of the operations division has front line management level responsibilities, for directing the winter maintenance operations.

Winter operations are carried out by a combination of full-time road employees and, as required, contractor services, including four Heavy Equipment Operator / Crew Leaders, one Shop Clerk, twelve Equipment Operators and four Water and Sewer Operators reporting to the two Superintendents.

The Heavy Equipment Operator / Crew Leader or Patrol Person working evening shift, night shift or weekend shifts will be required to carry "*on-duty*" cell phones that will receive emergency calls re-directed from the Public Works main complex telephone system during their respective shifts. It is the responsibility of that person to contact the Superintendent or his approved alternate or Managers, to act on the emergency accordingly.

The Crew Leader or Patrol Person will be responsible to contact the Superintendent, or his approved alternate, to arrange for additional operators and equipment, as may be required, to ensure that the roads are cleared of ice and snow in accordance with this plan.

#### **4.0 Winter Maintenance Program**

##### **4.1.0 The System Maintained**

The major activities related to winter maintenance are:

- snow plowing
- salt /sand application
- salt and sand storage
- snow removal snow storage
- sidewalk plowing and de-icing

The Corporation of the City of Temiskaming Shores is responsible for winter maintenance on:

Paved Roads	210 lane km
Surface Treated Roads	35.1 lane km
Unpaved Roads	172.2 lane km
Sidewalks	40.3 km*
Paths and Trails	9 km

**\*Note: Not all municipal sidewalks are maintained during Winter Operations, See Appendix B-01 and 02.**

For the purposes of this winter operations plan, the highways under the jurisdiction of the Corporation of the City of Temiskaming Shores have been classified (Class 2, 3,4, 5 & 6) as per the following table which is based on the Classification of Highways table included in O.Reg. 239/02 (as amended by O.Reg. 366/18).

### Classification of Highways

Average Daily Traffic (number of motor vehicles)	Posted or Statutory Speed Limit (kilometres per hour)						
	91 - 100	81 - 90	71 - 80	61 - 70	51 - 60	41 - 50	1 - 40
53,000 or more	1	1	1	1	1	1	1
23,000 – 52,999	1	1	1	2	2	2	2
15,000 – 22,999	1	1	2	2	2	3	3
12,000 - 14,999	1	1	2	2	2	3	3
10,000 - 11,999	1	1	2	2	3	3	3
8,000 - 9,999	1	1	2	3	3	3	3
6,000 - 7,999	1	2	2	3	3	4	4
5,000 - 5,999	1	2	2	3	3	4	4
4,000 - 4,999	1	2	3	3	3	4	4
3,000 - 3,999	1	2	3	3	3	4	4
2,000 - 2,999	1	2	3	3	4	5	5
1,000 - 1,999	1	3	3	3	4	5	5
500 - 999	1	3	4	4	4	5	5
200 - 499	1	3	4	4	5	5	6
50 - 199	1	3	4	5	5	6	6
0 - 49	1	3	6	6	6	6	6

For the purposes of the table above to this section, the average daily traffic on a highway or part of a highway under the jurisdiction of the Corporation of the City of Temiskaming Shores shall be determined:

- a. by counting and averaging the daily two-way traffic on the highway or part of the highway; or
- b. by estimating the average daily two-way traffic on the highway or part of the highway.

The table below summarizes the road system in the Corporation of the City of Temiskaming Shores as follows:

	Paved (L Km.)		Surface Treated (L Km.)		Unpaved (L Km.)	
	Rural	Urban	Rural	Urban	Rural	Urban
Class 1	0	0	0	0	0	0
Class 2	11.9	28.67	0	0	0	0
Class 3	12.12	7.13	3.22	0	0	0
Class 4	6.87	50.71	10.45	1.91	0	0
Class 5	4.29	77.54	0	11.14	40.9	11.34
Class 6	1.01	7.67	7.7	0.6	107.71	13.14

#### **4.2.0 Level of Service**

The Corporation of the City of Temiskaming Shores provides the following level of service during the winter maintenance season, in response to a winter event as described in O. Reg 239/02 and as amended by O. Reg 366/18.

#### **Patrolling**

- (1) The standard for the frequency of patrolling of highways to check for conditions described in this Regulation is set out in the Table to this section.
- (2) If it is determined by the municipality that the weather monitoring referred to in section 3.1 indicates that there is a substantial probability of snow accumulation on roadways, ice formation on roadways or icy roadways, the standard for patrolling highways is, in addition to that set out in subsection (1), to patrol highways that the municipality selects as representative of its highways, at intervals deemed necessary by the municipality, to check for such conditions.
- (3) Patrolling a highway consists of observing the highway, either by driving on or by electronically monitoring the highway, and may be performed by persons responsible for patrolling highways or by persons responsible for or performing highway maintenance activities.
- (4) This section does not apply in respect of the conditions described in section 10, subsections 11 (0.1) and 12 (1) and section 16.1, 16.2, 16.3 or 16.4. of the Regulation.

#### **Patrolling Frequency**

Class of Highway	Patrolling Frequency
1	3 times every 7 days
2	2 times every 7 days
3	once every 7 days
4	once every 14 days
5	once every 30 days

#### **Weather monitoring**

- (1) From October 1 to April 30, the minimum standard is to monitor the weather, both current and forecast to occur in the next 24 hours, once every shift or three times per calendar day, whichever is more frequent, at intervals determined by the municipality.
- (2) From May 1 to September 30, the minimum standard is to monitor the

weather, both current and forecast to occur in the next 24 hours, once per calendar day.

**Snow accumulation, roadways**

- (1) The minimum standard for addressing snow accumulation on roadways is,
  - (a) after becoming aware of the fact that the snow accumulation on a roadway is greater than the depth set out in the Table below, to deploy resources as soon as practicable to address the snow accumulation; and
  - (b) after the snow accumulation has ended, to address the snow accumulation so as to reduce the snow to a depth less than or equal to the depth set out in the Table within the time set out in the Table,
    - (i) to provide a minimum lane width of the lesser of three metres for each lane or the actual lane width, or
    - (ii) on a Class 4 or Class 5 highway with two lanes, to provide a total width of at least five metres.
- (2) If the depth of snow accumulation on a roadway is less than or equal to the depth set out in the Table below, the roadway is deemed to be in a state of repair with respect to snow accumulation.
- (3) For the purposes of this section, the depth of snow accumulation on a roadway and, if applicable, lane width under clause (1) (b), may be determined in accordance with subsection (4) by a municipal employee, agent or contractor, whose duties or responsibilities include one or more of the following:
  1. Patrolling highways.
  2. Performing highway maintenance activities.
  3. Supervising staff who perform activities described in paragraph 1 or 2.
- (4) The depth of snow accumulation on a roadway and lane width may be determined by,
  - (a) performing an actual measurement;
  - (b) monitoring the weather; or
  - (c) performing a visual estimate.

- (5) For the purposes of this section, addressing snow accumulation on a roadway includes,
  - (a) plowing the roadway;
  - (b) salting the roadway;
  - (c) applying abrasive materials to the roadway;
  - (d) applying other chemical or organic agents to the roadway;
  - (e) any combination of the methods described in clauses (a) to (d).
- (6) This section does not apply to that portion of the roadway,
  - (a) designated for parking;
  - (b) consisting of a bicycle lane or other bicycle facility; or
  - (c) used by a municipality for snow storage.

**Snow Accumulation - Roadways**

Class of Highway	Depth	Time
1	2.5 cm	4 hours
2	5 cm	6 hours
3	8 cm	12 hours
4	8 cm	16 hours
5	10 cm	24 hours

**Snow accumulation, significant weather event**

- (1) If a municipality declares a significant weather event relating to snow accumulation, the standard for addressing snow accumulation on roadways until the declaration of the end of the significant weather event is,
  - (a) to monitor the weather in accordance with section 3.1 of the Regulation; and
  - (b) if deemed practicable by the municipality, to deploy resources to address snow accumulation on roadways, starting from the time that the municipality deems appropriate

to do so.

- (2) If the municipality complies with subsection (1), all roadways within the municipality are deemed to be in a state of repair with respect to snow accumulation until the applicable time in the Table to section 4 expires following the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 7.
- (3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,
  - (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
  - (b) address snow accumulation on roadways in accordance with section 4. O. Reg. 366/18, s. 7.

#### **Ice formation on roadways and icy roadways**

- (1) The minimum standard for the prevention of ice formation on roadways is doing the following in the 24-hour period preceding an alleged formation of ice on a roadway:
  1. Monitor the weather in accordance with section 3.1 of the Regulation.
  2. Patrol in accordance with section 3 of the Regulation.
  3. If the municipality determines, as a result of its activities under paragraph 1 or 2, that there is a substantial probability of ice forming on a roadway, treat the roadway to prevent ice formation within the time set out in the Table to this section, starting from the time that the municipality determines is the appropriate time to deploy resources for that purpose.
- (2) If the municipality meets the standard set out in subsection (1) and, despite such compliance, ice forms on a roadway, the roadway is deemed to be in a state of repair until the applicable time set out in Table 2 to this section expires after the municipality becomes aware of the fact that the roadway is icy. O. Reg. 366/18, s. 8.
- (3) Subject to section 5.1, the standard for treating icy roadways is to treat the icy roadway within the time set out in the Table to this section, and an icy roadway is deemed to be in a state of repair until the applicable time set out in the Table for treating the icy roadway expires after the

municipality becomes aware of the fact that a roadway is icy.

- (4) For the purposes of this section, treating a roadway means applying material to the roadway, including but not limited to, salt, sand or any combination of salt and sand.

**Ice Formation Prevention**

Class of Highway	Time
1	6 hours
2	8 hours
3	16 hours
4	24 hours
5	24 hours

**Treatment of Icy Roadways**

Class of Highway	Time
1	3 hours
2	4 hours
3	8 hours
4	12 hours
5	16 hours

**Icy roadways, significant weather event**

- (1) If a municipality declares a significant weather event relating to ice, the standard for treating icy roadways until the declaration of the end of the significant weather event is,
- (a) to monitor the weather in accordance with section 3.1; and
  - (b) if deemed practicable by the municipality, to deploy resources to treat icy roadways, starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 8.
- (2) If the municipality complies with subsection (1), all roadways within the municipality are deemed to be in a state of repair with respect to any ice which forms or may be present until the applicable time in Table 2 to section 5 expires after the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 8.

- (3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,
  - (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
  - (b) treat icy roadways in accordance with section 5. O. Reg. 366/18, s. 8.

**Snow accumulation on sidewalks**

- (1) Subject to section 16.4, the standard for addressing snow accumulation on a sidewalk after the snow accumulation has ended is,
  - a) to reduce the snow to a depth less than or equal to 8 centimetres within 48 hours; and
  - b) to provide a minimum sidewalk width of 1 metre. O. Reg. 366/18, s. 15.
- (2) If the depth of snow accumulation on a sidewalk is less than or equal to 8 centimetres, the sidewalk is deemed to be in a state of repair in respect of snow accumulation. O. Reg. 366/18, s. 15.
- (3) If the depth of snow accumulation on a sidewalk exceeds 8 centimetres while the snow continues to accumulate, the sidewalk is deemed to be in a state of repair with respect to snow accumulation, until 48 hours after the snow accumulation ends. O. Reg. 366/18, s. 15.
- (4) For the purposes of this section, the depth of snow accumulation on a sidewalk may be determined in the same manner as set out in subsection 4 (4) and by the persons mentioned in subsection 4 (3) with necessary modifications. O. Reg. 366/18, s. 15.
- (5) For the purposes of this section, addressing snow accumulation on a sidewalk includes,
  - (a) plowing the sidewalk;
  - (b) salting the sidewalk;
  - (c) applying abrasive materials to the sidewalk;
  - (d) applying other chemical or organic agents to the sidewalk; or
  - (e) any combination of the methods described in clauses (a) to (d). O. Reg. 366/18, s. 15.

**Snow accumulation on sidewalks, significant weather event**

- (1) If a municipality declares a significant weather event relating to snow accumulation, the standard for addressing snow accumulation on sidewalks until the declaration of the end of the significant weather event is,
  - (a) to monitor the weather in accordance with section 3.1; and
  - (b) if deemed practicable by the municipality, to deploy resources to address snow accumulation on sidewalks starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 15.
- (2) If the municipality complies with subsection (1), all sidewalks within the municipality are deemed to be in a state of repair with respect to any snow present until 48 hours following the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 15.
- (3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,
  - (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
  - (b) address snow accumulation on sidewalks in accordance with section 16.3. O. Reg. 366/18, s. 15.

**Ice formation on sidewalks and icy sidewalks**

- (1) Subject to section 16.6, the standard for the prevention of ice formation on sidewalks is to,
  - (a) monitor the weather in accordance with section 3.1 in the 24-hour period preceding an alleged formation of ice on a sidewalk; and
  - (b) treat the sidewalk if practicable to prevent ice formation or improve traction within 48 hours if the municipality determines that there is a substantial probability of ice forming on a sidewalk, starting from the time that the municipality determines is the appropriate time to deploy resources for that purpose. O. Reg. 366/18, s. 15.
- (2) If ice forms on a sidewalk even though the municipality meets the standard set out in subsection (1), the sidewalk is deemed to be in a state of repair in respect of ice until 48 hours after the municipality first becomes aware of the fact that the sidewalk is icy. O. Reg. 366/18, s. 15.

- (3) The standard for treating icy sidewalks after the municipality becomes aware of the fact that a sidewalk is icy is to treat the icy sidewalk within 48 hours, and an icy sidewalk is deemed to be in a state of repair for 48 hours after it has been treated. O. Reg. 366/18, s. 15.
- (4) For the purposes of this section, treating a sidewalk means applying materials including salt, sand or any combination of salt and sand to the sidewalk. O. Reg. 366/18, s. 15.

**Icy sidewalks, significant weather event**

- (1) If a municipality declares a significant weather event relating to ice, the standard for addressing ice formation or ice on sidewalks until the declaration of the end of the significant weather event is,
  - (a) to monitor the weather in accordance with section 3.1; and
  - (b) if deemed practicable by the municipality, to deploy resources to treat the sidewalks to prevent ice formation or improve traction, or treat the icy sidewalks, starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 15.
- (2) If the municipality complies with subsection (1), all sidewalks within the municipality are deemed to be in a state of repair with respect to any ice which forms or is present until 48 hours after the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 15.
- (3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,
  - (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
  - (b) address the prevention of ice formation on sidewalks or treat icy sidewalks in accordance with section 16.5. O. Reg. 366/18, s. 15.

### **Winter sidewalk patrol**

- (1) If it is determined by the municipality that the weather monitoring referred to in section 3.1 indicates that there is a substantial probability of snow accumulation on sidewalks in excess of 8 cm, ice formation on sidewalks or icy sidewalks, the standard for patrolling sidewalks is to patrol sidewalks that the municipality selects as representative of its sidewalks at intervals deemed necessary by the municipality. O. Reg. 366/18, s. 15.
- (2) Patrolling a sidewalk consists of visually observing the sidewalk, either by driving by the sidewalk on the adjacent roadway or by driving or walking on the sidewalk or by electronically monitoring the sidewalk, and may be performed by persons responsible for patrolling roadways or sidewalks or by persons responsible for or performing roadway or sidewalk maintenance activities. O. Reg. 366/18, s. 15.

### **Closure of a highway**

- (1) When a municipality closes a highway or part of a highway pursuant to its powers under the Act, the highway is deemed to be in a state of repair in respect of all conditions described in this Regulation from the time of the closure until the highway is re-opened by the municipality. O. Reg. 366/18, s. 15.
- (2) For the purposes of subsection (1), a highway or part of a highway is closed on the earlier of,
  - (a) when a municipality passes a by-law to close the highway or part of the highway; and
  - (b) when a municipality has taken such steps as it determines necessary to temporarily close the highway or part of a highway. O. Reg. 366/18, s. 15.

### **Declaration of significant weather event**

A municipality declaring the beginning of a significant weather event or declaring the end of a significant weather event under this Regulation shall do so in one or more of the following ways:

1. By posting a notice on the municipality's website.
2. By making an announcement on a social media platform, such as Facebook or Twitter.
3. By sending a press release or similar communication to internet, newspaper, radio or television media.

4. By notification through the municipality's police service.
5. By any other notification method required in a by-law of the municipality. O. Reg. 366/18, s. 15.

#### **4.3.0 Winter Maintenance Season**

The winter maintenance season within which the Corporation of the City of Temiskaming Shores will perform winter highway maintenance commences on or about November 1, 2023, and is completed on or about April 15, 2024.

#### **4.4.0 Winter Preparations**

In the months prior to the start of the winter maintenance season, as identified in 4.3.0, the Corporation of the City of Temiskaming Shores undertakes the following tasks to prepare for the upcoming winter season.

##### **4.4.1 Prior to the Winter Season**

Prior to the winter season, if required, prepare and call tenders for the supply of materials (salt, sand, liquid), replacement parts (for plows, solid and liquid application equipment), value added meteorological services (VAMS) and contract equipment (plow trucks, spreader trucks, combination units). Prior to the winter season Corporation of the City of Temiskaming Shores will;

1. Conduct a mandatory training session for staff and contract operators where all policies, procedures, schedules, reporting procedures for callout, route maps, equipment training and safety precautions will be discussed. Any issues resulting from the meeting with regard to the policies, procedures, schedules, reporting procedures for callout, route maps, equipment training and safety precautions shall be resolved either at the meeting or prior to the winter season.
2. Train winter patrollers (or staff whose duties also include patrolling) on the route of representative roads to be patrolled between winter events, their duties during a winter event, recording keeping requirements and callout procedures and the de-icing chemicals to be applied for the forecast weather conditions.
3. Inspect equipment to ensure proper working order. Schedule and complete any and all equipment repairs
4. Arrange for the delivery of materials (salt, sand and liquid solution) and begin filling storage facilities. If liquid solution is mixed on site, begin mixing and filling storage tanks.

5. Confirm that all guiderail, catch basin, hazard and fire hydrant markers, if any, are in place. Any missing markers will be replaced prior to the winter session.

#### **4.4.2 One Month Prior to the Winter Season**

One month prior to the winter season Corporation of the City of Temiskaming Shores will;

1. Prepare the winter shift schedule in accordance with the municipality's collective agreement, if any.
2. Assign equipment to staff.
3. Calibrate material application equipment.
4. Allow operators (staff and contract) time to familiarize themselves with any new equipment, material application rates, material application equipment and their route (driving the route and noting obstacles along the route).
5. Assign staff to monitor weather forecasts on a daily basis. Assign night patrol shift if forecast indicates an overnight winter event is probable. The patrol person will be authorized to initiate a winter event response if conditions warrant a response.
6. Have 25 % of the fleet ready to respond to a winter event.
7. Have sufficient staff available to operate the fleet if conditions warrant a winter event response.

#### **4.4.3 Two Weeks Prior to the Winter Season**

Two weeks prior to the winter season the Corporation of the City of Temiskaming Shores will;

1. If required, begin regularly scheduled night patrol of representative roads that are maintenance Class 2 and 3 roads, as deemed necessary.
2. Review and discuss the winter shift schedule in accordance with the municipality's collective agreement, if any.
2. Have the required complement of the fleet ready to respond to a winter event.
3. Have staff available to operate the required complement of the fleet if conditions warrant a winter event response

#### **4.4.4 Start of the Winter Season**

At the start of the winter season the Corporation of the City of Temiskaming Shores will;

1. Implement the winter shift schedule.
2. Begin patrolling representative roads in all maintenance classes.
3. Respond to winter events as per the winter operations plan.

#### **4.5.0 Winter Patrol**

During the winter maintenance season, as identified in 4.3.0, the Corporation of the City of Temiskaming Shores carries out a winter patrol on a route of representative roads twice daily, 7 days a week. Between winter events a patrol of representative roads will occur during daylight hours and a second night patrol will be also be scheduled. The purpose of the patrol is to monitor and record weather and road conditions and mobilize winter maintenance operators and equipment should a winter event be observed and a winter event response is required. On the approach of a winter event or during a winter event the route of representative roads may be modified, insofar as reasonably practicable, depending on the type and severity of winter event or the direction from which the storm approaches.

The patrol person will be familiar with local conditions in their patrol area, and prepare a condition log of road and weather conditions as well as any actions taken during the shift. The winter patrol schedule parallels the designated winter season.

#### **4.6.0 Operations**

##### **4.6.1 Staffing and Hours of Work**

Four (4) regular crews for Public Works staff will be scheduled during the “Winter Operations Season” on a rotating basis. The winter maintenance season will commence on or about November 1<sup>st</sup> and finish on or about April 15<sup>th</sup> of each year. The start and finish dates of the winter maintenance season may be adjusted by management due to weather conditions.

Shift “ <b>D</b> ” Days	6:30 am to 3:00 pm
Shift “ <b>N</b> ” Nights	10:00 pm to 6:30 am
Shift “ <b>E</b> ” Evenings	3:00 pm to 11:30 pm

Crew	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	N	N	N	N	N	OFF	OFF
2	OFF	D,EP	D, EP	D, EP	D, EP	D, EP	OFF
3	DP, EP	D,	D	D	D	D, NP	NP
4	OFF	D,	D	D	D	D,	DP,EP

The Public Works staff will share the requirements of the winter maintenance shift duties. Each day and night shift (Sunday night to Friday day shift) should, at minimum, consist of one Heavy Equipment / Crew Leader, three Operators / Laborers and one Water / Sewer Operator. Evening and weekend patrol shifts shall consist of, at minimum, one Public Works staff person.

This schedule provides for 24 hours per day – 7 days per week operational coverage during the winter maintenance season and will improve response times during and after winter storm events.

A one-half hour lunch break will be provided beginning at 12:00 pm during the day shift and a ½ hour lunch break beginning at 3:00 am during the night shift and at 7:00 p.m. during the evening shift. All non-paid break periods do not include travel time to and from the work site.

From 6:30 am Monday to 3:00 pm Friday, the Road Superintendent or his approved alternate will provide the legislated road patrol requirements with the purpose of being informed of weather and roadway conditions.

From 3:01 pm Friday to 6:29 am Monday, the weekend day, evening and night shift Patrol Person or Heavy Equipment Operator / Crew Leader will provide the legislated road patrol requirements during their respective shifts with the purpose of being informed of weather and roadway conditions. These same Patrol Persons or Crew Leaders shall carry the “on-duty” cell phone and will respond to emergency calls. It is the responsibility of these individuals to contact to Superintendent or his approved alternate to arrange for additional operators, manpower or equipment as may be required.

A worker’s normal scheduled shift may be changed by a supervisor or his alternate at any time provided the supervisor or his alternate so advises the employee by no later than 4 hours after the completion of the employees last regularly scheduled shift.

Two, fifteen minute paid “coffee breaks” will be permitted through the shift period, the first break two hours after the shift start time and the other break two hours after the scheduled lunch break period. The fifteen-minute paid break period does not include travel time to and from the work site.

**4.6.1.1 Minimum Crew Size**

A minimum number of operators are required to ensure compliance with this winter operations plan. Therefore, restrictions on time off will be governed by the limitations of the following chart.

<b>Operator classification</b>	<b>Limitation</b>
Heavy Equipment Operator	1 of 4
Equipment Operator	4 of 12
Water/Sewer Operators	2 of 4
Equipment Mechanic	1 of 2
Supervisors and Clerk	2 of 4

- But no more than two workers off per shift crew.

This limitation on time off will allow for a total of 14 workers available to deal with winter events. The supervisor will determine the need to re-schedule worker’s shifts, if workers need to be held back on overtime or called-in so that the Public Works Department can provide for the necessary operators for a full winter event response. The use of part-time workers, supervisors and mechanics is available only as provided for in the current Collective Agreement.

**4.6.1.2 Contracts**

Contractors will be hired or contracted for winter maintenance operations to assist and/or supplement;

- Snow Removal and Hauling Operations

**4.6.2 Winter Materials used Annually**

**Materials Used Annually**

<b>Year</b>	<b>Rock Salt</b>	<b>Winter Sand</b>
2005	\$81,400	\$56,200
2006	\$35,200	\$73,600
2007	\$78,500	\$87,900
2008	\$106,400	\$90,250
2009	\$74,369	\$77,618
2010	\$95,102	\$64,922
2011	\$107,206	\$95,752
2012	\$125,965	\$75,440
2013	\$177,382	\$66,586
2014	\$177,185	\$100,143

2015	\$146,758	\$73,012
2016	\$203,737	\$79,914
2017	\$178,245	\$81,785
2018	\$238,672	\$84,050
2019	\$193,915	\$143,808
2021	\$151,390	\$58,770
2022	\$244,153	\$93,533

### 4.6.3 Application Rates

#### 4.6.3.1 Winter Sand

Winter sand is applied to provide grit and traction on snow and ice and is typically used in weather conditions where the temperature is colder than -10C, on low volume roads and gravel roads where salt is not an option. The Ministry of Transportation has performed tests and has shown that the application of winter sand improves greatly the stopping distance of vehicles and improves safety of vehicular traffic.

Winter sand contains a measure of salt to prevent freezing of the material and to allow the material to smoothly flow out of the spreader units. The Ministry of Transportation standard is to produce winter sand between 3% to 5% sand/salt mix, which is the minimum amount of salt that the Ministry has determined is required to prevent freezing of the sand. The Ministry standard for the application of winter sand is 570 kg / 2-lane km.

However, in the City of Temiskaming Shores practice has been to apply a sand/salt mix based on operator experience. Intersections and hills get a higher application rate for safety reasons and low volume flat residential areas get a lower application rate. The city does not have electronic spreader controls in their sander units and therefore does not accurately know the exact rates of winter sand applied.

The City presently uses a 5% salt/sand mix ratio in its winter sand.

#### 4.6.3.2 Salt

Most road authorities do not recommend the use of crushed rock salt when the ambient temperature is below -12C, although salt may be used down to -18C if strong sunlight is providing higher surface temperatures. The eutectic temperature of salt is -21C but as this temperature is approached the melting action becomes very slow. Ten times as much snow can be melted by a kg of salt at -1C as at -12C.

The need for treatment at -12C is much less than at temperatures closer to the freezing mark as tests have shown that an automobile will stop 25 meters earlier on glare ice at -12C than the same glare ice at -1C.

The City of Temiskaming Shores policy is to apply salt for Winter Control Services at an application rate of 131 kg / 2-lane km. This rate of salt application is consistent with the lower end of the 130 to 170 kg / 2-lane km recommended by the Ministry of Transportation.

The greatest majority of salt applied to city roads is done on the secondary highways and high traffic roads, which are mostly included in Route "I". The City's vehicle does not have electronic controls and therefore salt is applied through a manual setting based on operator experience.

#### 4.6.4 Equipment – Winter Maintenance Fleet

The Public Works Department will continuously identify and assess new and innovative technologies to improve snow removal efficiency and significantly reduce the amount of road salts being applied to the roads.

New equipment purchases should investigate innovative practices and demonstrate the City's commitment to the safety of road users and the protection of the environment. Through product innovation, operators can continue making consistent decisions to achieve desired objectives.

The following table provides a list of municipal equipment used in the plowing and sanding operations for the city.

**Winter Equipment Inventory**

Unit	Year	Make	Model	Box Type	Spreader Type	Route
23	2014	International	7600	U Body	Electronic	<b>C</b> - Hlby-Country
24	2018	Freightliner	114SD	U Body	Electronic	<b>H</b> – Dymond East
25	2016	Freightliner	108SD	U Body	Electronic	Sander-South
26	2018	Freightliner	114SD	U Body	Electronic	<b>G</b> - Dymond West
27	2016	Freightliner	108SD	U Body	Electronic	Sander-North
31	2019	International	HV613	U Body	Electronic	<b>I</b> - Highway

40	2016	Trackless	MT6	Hopper	Electronic	Sidewalk South
41	2018	Trackless	MT7	Hopper	Electronic	Spare
42	2009	Trackless	MT6	Hopper	Electronic	Sidewalk North
43R	Rental			N/A	N/A	A -Hlby-South
45	2011	John Deere	772GP	N/A	N/A	F - NL-North
52 R	Rental			N/A	N/A	E - NL-Center
61 R	Rental			N/A	N/A	D – NL - South
63	2012	John Deere	772G	N/A	N/A	B – Hlby North

#### 4.6.5 Yard Facilities

##### Winter Material Storage Capacities

Site	Rock Salt (t)	Winter Sand (t)	Covered Area
New Liskeard	250	5000	No
Dymond	Nil	1000	Yes
Haileybury	450	3000/2000	Yes / No

City staff is based primarily out of the main complex yard based at 200 Lakeshore Road, New Liskeard to provide Winter Maintenance Services. The north section, formerly known as Dymond may be dispatched from the Dymond Yard located at 181 Drive-in Theatre Road. The middle section, formerly known as New Liskeard is serviced out of the New Liskeard Yard located at 200 Lakeshore Road. The southern section, formerly known as Haileybury may be dispatched out of the Haileybury Yard located at 500 Broadway Street and a materials storage yard located on View Street.

The Superintendent will endeavor to schedule the next shifts work assignments by 2:30 pm each day. Workers are responsible to travel to their assigned work start locations. If a change occurs in a worker's assigned start location and the worker is not given advance notice and reports for work at the main complex yard, transportation to the new work start location will be provided from the main complex yard.

Evening Patrols (3:00 p.m. to 11:30 p.m.) commence at the New Liskeard Yard in November and service the entire city's transportation network. City staff is called in to perform work on an as-required basis until the end

of April. The day shift is from 6:30 am to 3:00 pm and the night shift is from 11:00 pm to 7:30 am. In the event of a major storm requiring continuous equipment operations, equipment operators from the day shift may be re-scheduled. The evening shift may require additional help to ensure the safety of the transportation network.

#### **4.6.6 Roadway De-Icing and Sanding**

Roadway de-icing and/or sanding needs initiate the winter maintenance operations when the first effects of a storm are felt in order to provide traction for traffic until the depth of snow has reached the operations start trigger, at which time plowing operations typically commence.

Road Supervisors are allowed some latitude regarding frequency and timing of salt and grit applications. Application rates have been harmonized across the City. These settings were established through past practices within our urban environment.

Salt placement will be on the crown or high side of the driving surface where there is a good cross fall allowing traffic to distribute the resulting brine over the road.

There are some road authorities that are beginning to use liquid de-icing chemicals in addition to solid salt. Literature and practice show that salt performance can be improved with liquids. However, one must be cautious when introducing such techniques. To date, established city practices do not include straight liquid chemical techniques.

The City of Temiskaming Shores present guideline is to apply a solid de-icer once snow starts to accumulate or "stick" on arterial roads. Timely application of chemicals is critical to preventing snow from sticking to roads. Without the timely application of chemicals, snow could easily bond to roads and, in turn, become difficult to plow, potentially causing road hazards. As snow accumulates, it is plowed to maintain safe driving conditions.

During and upon completion of winter maintenance operations, a daily log is maintained and updated, indicating roadway winter maintenance activities carried out.

#### **4.6.7 Snow Plowing**

Plowing and de-icing/sanding continue, with respect to each class of roadway, in accordance with its classification and level of service standard. The plowing route maps included in the appendices identify the roadways to be cleared and the classification of each roadway section.

During the regular Monday to Friday, day or night shifts, winter maintenance procedures will be initiated by the Road Superintendent or his alternate based on existing and forecasted weather and road conditions. Monitoring of weather forecasts, patrol reports and other information, as may be available, may allow preparations for winter maintenance operations to be initiated prior to the beginning of an actual event.

During the evening shift, night shift, weekend shifts or on a statutory holiday, winter maintenance procedures will be initiated by the Patrol Person or Heavy Equipment Operator/Crew Leader designated. The designated Patrol Person or Heavy Equipment Operator/Crew Leader will be responsible for roadway patrol to inform him of changing road and weather conditions and he will make the appropriate call to the Superintendent or his approved alternate, to arrange for additional manpower, operators or equipment as required.

#### 4.6.8 Snow Removal and Disposal

As a result of snow plowing operations, snow accumulates at the side of roads as windrows or mounds. The City starts snow removal operations when these windrows reach volumes that create a nuisance or hazard to pedestrians and motorists and to maintain capacity for subsequent snowfalls.

The objective is to commence removal operations in **Priority 1** locations as soon as practicable after becoming aware that the snow bank accumulation is greater than **60 cm** and **120 cm** in **Priority 2** locations.

Experience over the years has shown that the City has the capability and capacity to remove and dispose of 2700 cubic meters of snow per night shift. One average snowstorm requires three-night shifts to complete all required removal work in approved designated areas.

Snow removal involves the use of in-house snow blowers, front-end loaders, motor graders and city owned dump trucks as well as contracted dump trucks.

#### List of Snow Storage Areas

Site	Location	Area	Volume
1	Shepherdson Road	New Liskeard	71,000
2	Craven Drive *	New Liskeard	34,000
3	Birch Drive Ravine	New Liskeard	3,900
4	Bay Street	New Liskeard	25,000
5	Montgomery Street North	New Liskeard	9,700
6	Montgomery Street South	New Liskeard	4,500
7	Dawson Point Road	New Liskeard	44,000

8	Haliburton Street Ravine	New Liskeard	700
9	Pine Street Ravine	New Liskeard	900
10	Sharpe St	New Liskeard	
11	Laurette Street	Dymond	10,000
12	Morissette Drive South	Haileybury	47,000
13	Lakeview Street	Haileybury	25,500
14	Groom Drive	Haileybury	6,000
15	Morissette Drive North	Haileybury	12,900

**Note:** New Liskeard has a maximum capacity of 192,700 cubic meters, Dymond has 24,600 cubic meters and Haileybury has 97,000 cubic meters. The total available storage area for the City is 323,000 cubic meters.

#### **4.6.8.1 City By-laws and Ordinances**

There are two bylaws used extensively by the Public Works Department during winter maintenance operations; Traffic By-law and Snow Disposal By-law, excerpts are included in Appendix “F”.

#### **4.6.9 Sidewalk Service Standards**

Sidewalks are classified in accordance with the associated pedestrian traffic and proximity to schools, seniors’ buildings, downtown business areas and high-volume roadways.

The objective is to make the sidewalk as safe as possible, to be reached as soon as possible, after a storm has ended, and normally within (24) hours. The trigger to start plowing operations is 10 cm snow accumulation.

The objective is to treat the icy sidewalk as soon as practicable after becoming aware that the sidewalk is icy, and is accordance with the standard.

There are two maps included in the Appendix “B” that specify which sidewalks have been approved for winter maintenance. Those not shown as being maintained are considered to be closed for the period covered by the Winter Operations Plan.

#### **4.6.10 Parking Lot Service Standards**

Parking lots/laneways are classified in accordance with the associated vehicular traffic and proximity to downtown business areas and municipal buildings.

The objective is to make the parking lot as safe as possible, to be reached as soon as possible, after a storm has ended, and normally within (48)

hours. Staff priority will be given to plowing and sanding/salting roadways and sidewalks.

The objective is to treat the icy parking lots/laneways as soon as practicable after becoming aware that the parking lot/laneway is icy, and normally within (16) hours.

There are three maps included in the Appendix "C" that specify which parking lots/laneways have been approved for winter maintenance.

#### **4.6.11 Vulnerable Areas**

Currently the salt vulnerable areas within the City of Temiskaming Shores have been identified as:

- The Wabi River particularly at low flow (flows in the Wabi River are controlled by the South Temiskaming Dam and impacts from the discharge of salt laden run off could be more pronounced during these periods);
- Lake Temiskaming
- Moose Creek
- South Wabi Creek
- Mill Creek
- Dickson Creek
- Areas associated with groundwater recharge zones or shallow water table, with medium to high permeability soils; and
- Salt vulnerable vegetation along roadways.

Reducing salt-laden runoff to these areas will be the result of successfully implementing the 4-R's of Salt Management: right material, right amount, right time, right place.

#### **4.6.12 Weather Monitoring**

- (1) From October 1 to April 30, the minimum standard is to monitor the weather, both current and forecast to occur in the next 24 hours, once every shift or three times per calendar day, whichever is more frequent, at intervals determined by the municipality.
- (2) From May 1 to September 30, the minimum standard is to monitor the weather, both current and forecast to occur in the next 24 hours, once per calendar day.

In order to determine an effective winter event response and allocate the appropriate resources the Corporation of the City of Temiskaming Shores supplements road patrol information with weather information from various sources which includes:

- Observations from municipal staff, communication with staff of adjacent municipalities and MTO contractors.
- Monitoring websites [www.theweathernetwork.com](http://www.theweathernetwork.com)
- Staff monitoring pavement temperatures by means of on-board infrared thermometers which are mounted on the patrol and other trucks, and;
- Local Radio Station - CJTT FM 104.5

#### **4.6.13 Communications**

All Public Works Department winter maintenance vehicles are equipped with high band radios capable of transmitting and receiving on the following frequencies: transmitting – 170.490 and receiving – 165.885 mhz. Each vehicle is assigned a unique call number and can communicate with other city Public Works vehicles, the Superintendents and the Public Works Clerk located at the Operation Division yard at 200 Lakeshore Road.

Reporting hazards and accidents to the Police, Fire or Ambulance Services can be accomplished through the Public Works Clerk.

The City provides a call service which serves as the main hub for in/outgoing calls from staff, emergency services and the general public

The Call Service:

- Can be reached by calling (705) 647-6220 during business hours
- Can be reached by calling (705) 648-5575 after business hours
- Typical call timings (during winter season) are 24 hours. (Transferred to Patrol Persons Cellular Phone after Regular Hours)
- Is in operation (during winter season) 7 days a week.
- Municipality communicates important information to the public via:
  - CJTT 104.5 FM Radio
  - City Website - [www.temiskamingshores.ca](http://www.temiskamingshores.ca)
  - Public Works Facebook Page

**4.6.14 Call Out Procedures**

Operational decisions will be made by the Superintendent of Transportation Services or his/her designate with the aid of available forecasting, Level of Service policy, patrolling etc. However, it should be emphasized that decisions will be subjective and external input, whether in this plan or elsewhere, merely acts as an aid in determining if a call out of staff and equipment by the Supervisor or Patrol Person to respond to a winter event is warranted. It is vital therefore that the Supervisor or Patrol Person records the prevalent conditions and relevant information when he/she makes a decision.

The Patrol Person shall inform the Supervisor of changing of road and weather conditions observed in the field. When a winter event response is required the Supervisor or his/her designate will contact the Crew Leader by radio or cellular phone. The Supervisor or his/her designate will contact staff as per the shift schedule and direction given by the Supervisor or his/her designate. In the absence of the Superintendent, the Superintendent of Environmental Services, Manager of Environmental Services or the Manager of Transportation Services shall be his/her designate and initiate a call out in response to a winter event.

**Call-out Chart**

Forecast	Call-out Response			
	Class 2	Class 3	Class 4	Class 5
Storm Severity Less than 10 cm	Call-out plow operations near end of storm or when <b>5 cm</b> of snowfall has accumulated  If roads become slippery combination sander unit shall apply salt and/or sand as road temperature dictates.	Call-out plow operations near end of storm or when <b>8 cm</b> of snowfall has accumulated and maintain collector routes with plow / spreader combination unit.  No call-out of sander unless roads become slippery	Call-out plow operations near end of storm only if <b>8 cm</b> of snow fall has accumulated and maintain collector routes with plow / spreader combination unit.  No call-out of sander unless roads become slippery	Call-out plow operations near end of storm only if <b>10 cm</b> of snowfall has accumulated  No call-out of sander unless roads become slippery
More than 10 cm	Call-out plow operations when <b>5 cm</b> of snow has accumulated.  If roads become slippery combination sander unit shall apply salt and/or sand as road temperature dictates.	Call-out plow operations when <b>8 cm</b> of snow has accumulated. Re-schedule a full plow call-out shift for the next morning. No call-out of sander unless roads become slippery	Call-out plow operations when <b>8 cm</b> of snow has accumulated. Re-schedule a full plow call-out shift for the next morning. No call-out of sander unless roads become slippery	Call-out plow/spreader truck when <b>10 cm</b> of snow has accumulated. Reschedule a full plow call-out shift for the next morning. No call-out of sander unless roads become slippery
Sleet and freezing rain	Call-out combination plow/sander units if road conditions permit	Call-out sander if road conditions permit	Call-out sander if road conditions permit	Call-out sander if road conditions permit

#### **4.6.15 Road Closure Procedure**

In the event a specific road must be closed due to a severe winter storm, appropriate signs will be placed to close the road. Rb-92 Road Closed Signs on portable stands, TC-54 flexible drums and barricades will be available at the New Liskeard Main Complex.

Upon receiving a request from the Ontario Provincial Police or the Manager of Transportation Services to close a road to traffic, the Supervisor or his/her designate will organize manpower and equipment to place the signs and barricades. The Supervisor or his/her designate will contact the Works Clerk and request that a media release (Appendix E) be sent to the local news and radio stations advising of the road closure.

Roads will be deemed to be closed once the signs and barricades are placed. When it is physically impossible to place signs and barricades to close a road, the Supervisor or his/her designate will advise the Ontario Provincial Police and the Manager of Transportation Services of the situation and arrange to send the media release.

#### **4.7.0 Decommissioning Winter Operations**

After the winter season (identified in 4.3.0) expires Corporation of the City of Temiskaming Shores undertakes the following tasks to decommission winter operations.

##### **4.7.1 Two Weeks After the Winter Season Ends**

Two weeks after the winter season ends;

1. Cease regularly scheduled winter night patrols;
2. Continue monitoring weather forecasts. Assign night patrol shift if forecast indicates an overnight winter event is probable.
3. Decommission 50 % of the fleet.

##### **4.7.2 One Month After the Winter Season Ends**

One month after the winter season ends;

1. Cease all winter highway maintenance operations
2. Decommission the remainder of the equipment providing weather forecasts warrant the decommissioning.

#### **4.8.0 Training**

The Corporation of the City of Temiskaming Shores will maintain a comprehensive winter maintenance training program that demonstrates the purpose and value of new and existing procedures and ensure that personnel are competent to carry out their duties.

All Public Works Department staff directly involved in winter maintenance will be required to participate in courses to provide assurance of the competency level for all operators.

The Winter Operations Training program is comprised of the following modules:

- Equipment Circle Check
- Equipment Calibration
- Record Keeping
- Health and Safety
- Level of Service - policies, practices and procedures
- Identification of Plow Routes - including variations for year to year and issues identified along the route
- De-icing chemicals - application rates, storage and handling
- Identification of road salt vulnerable areas and the procedures to follow in those areas
- Yard and Equipment maintenance

#### **4.9.0 Record Keeping**

Full and accurate completion of the documents listed below, according to the applicable procedures, ensures that the municipality is protected from liability by providing solid documentation that procedures have been followed.

The Public Works Department will maintain an annual log that contains total quantities of sand and salt usage along with weather data reports. Shift reports shall comprise of the following:

The date will be recorded as Day/Month/Year. It will be written in a numerical format (dd/mm/yy). The time shall be documented using the 24-hour clock format, and will be notarized (print and sign name) by the person(s) completing the report.

- (a) Areas maintained;
- (b) Material used (sand and/or salt);

- (c) Quantities of material used;
- (d) Shift hours; and
- (e) Pavement and air temperature

Always retain the original copy of documents regardless of their appearance. Writing must be legible for others to read and written in ink. Stains or dirt on the documents is not an issue. If a document requires correction then a line is to be placed through the incorrect information without making it illegible and continue writing on the original document. Initial corrections or change in the colour of ink in a case where you change writing pens.

Records will be completed daily and forwarded to the Works Clerk upon completion, for retention.

## **5.0 Plan Improvement**

The current winter maintenance policies, practices and procedures form the baseline or benchmark upon which improvements can be made to improve winter operations and/or the use and management of road salt. Over the next ten years the Corporation of the City of Temiskaming Shores plans to undertake the improvements as listed in Table 1. This list will be reviewed and updated annually.

## **6.0 Monitoring and Updating**

The purpose of monitoring and updating is to provide a basis for continuous improvement of the winter operations plan and the winter maintenance policies, practices and procedures of the Corporation of the City of Temiskaming Shores.

At the end of the winter season, as identified in 4.3.0, a meeting to review winter operations will be held each year with all winter operations staff to itemize all issues that arose during the winter season and discuss how these issues may be resolved. Prior to the start of the next winter season and with sufficient lead time to implement any changes, the Corporation of the City of Temiskaming Shores shall train staff on the changes to equipment and/or winter maintenance policies, practices, and procedures.

The winter season of 2015/16 will be the benchmark year. Year over year achievement using the performance measures listed below will be measured against said benchmark year. Performance measures will be used to determine whether or not the objectives of the Winter Operations Plan and/or winter maintenance policies, practices, and procedures have been met.

Monitoring the severity of the winter season:

- % change (+/-) in the total annual cm of snow accumulation from the benchmark year

- % change (+/-) in the total number of days with measurable snowfall from the benchmark year
- % change (+/-) in the total number of days with freezing rain from the benchmark year
- % change (+/-) in the total number of continuous winter event responses from the benchmark year
- % change (+/-) in the total number of spot winter event response from the benchmark year

Monitoring the salt used:

- % change (+/-) in the total number of winter event hours from the benchmark year
- % change (+/-) in the total tonnes of salt purchased annually from the benchmark year
- % of applications where discharge rates exceeded
- % change (+/-) in the total tonnes of salt applied annually per system km per winter event

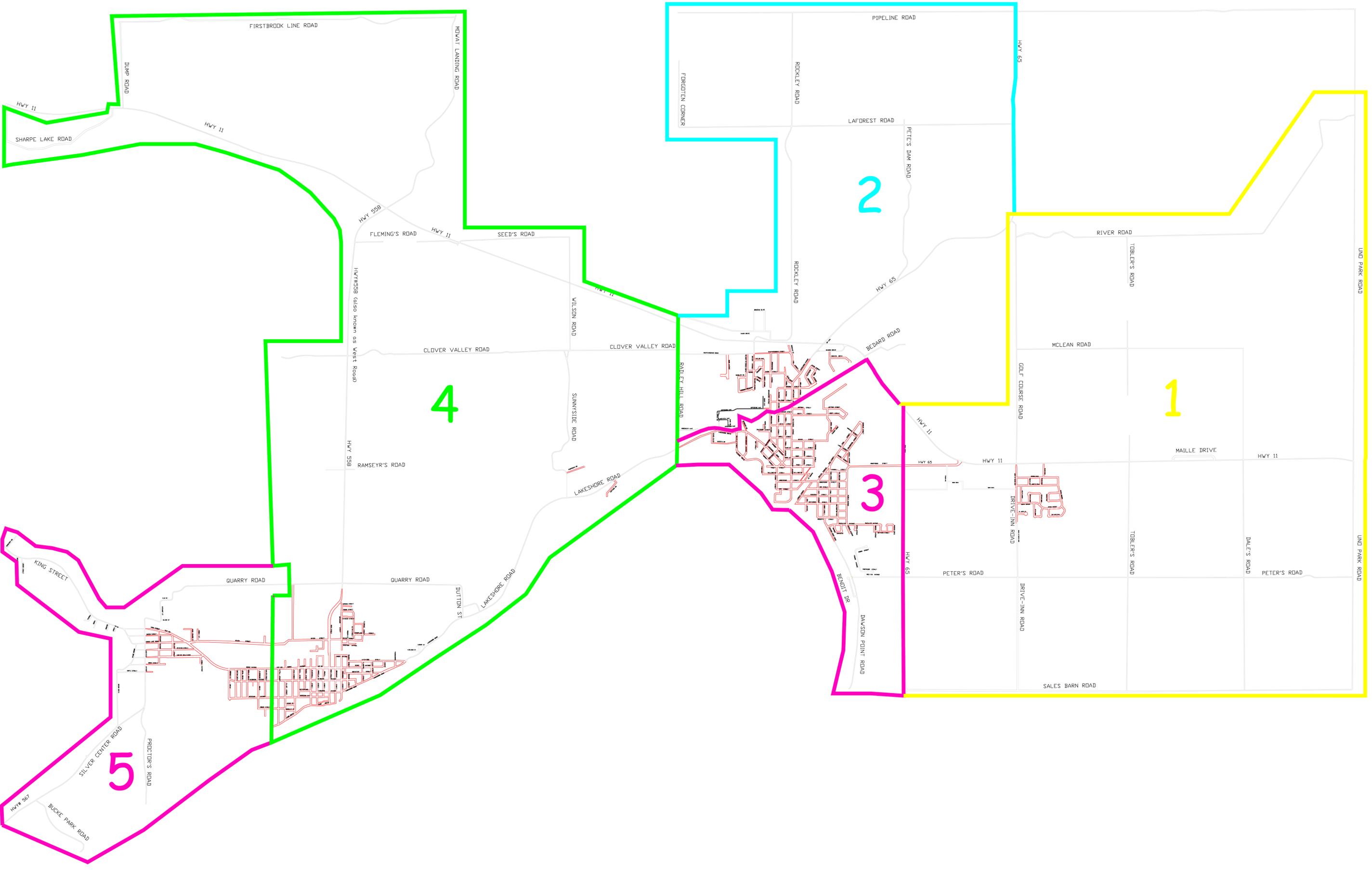
Ensuring customer satisfaction:

- % change (+/-) in the total number of winter event responses that meet or exceed the level of service policy from the benchmark year
- % change (+/-) in the total number of complaints received regarding winter operations from the benchmark year

**7.0 Notes**

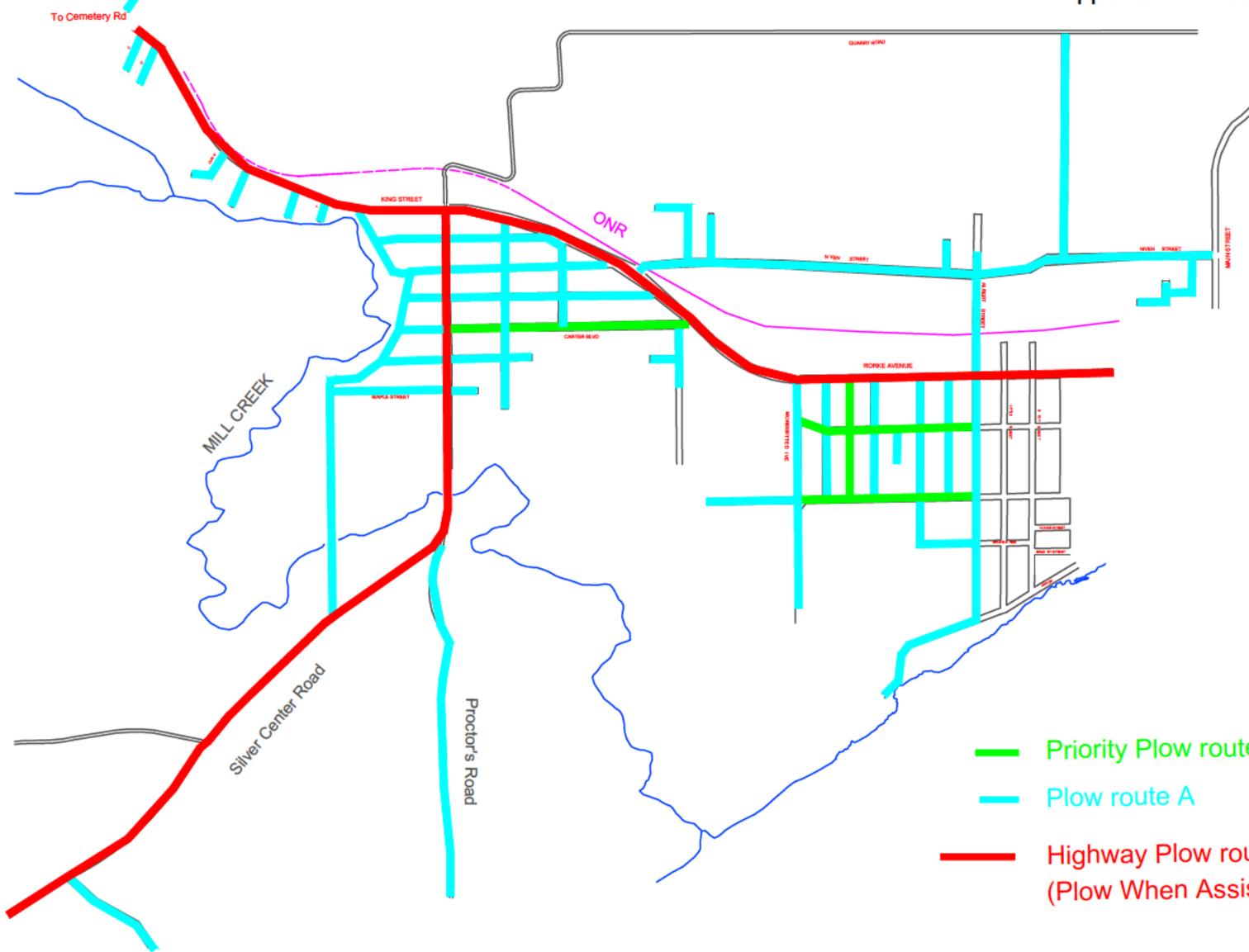
- It is acknowledged that conditions may occur which temporarily prevent achieving the levels of service as detailed in this document. In such cases, attempts will be made to keep Class 2 & 3 roads as clear as possible by utilizing all maintenance equipment at maximum efficiency.
- Winter operations will continue until the prescribed level of service is achieved where conditions permit. Should conditions not permit accomplishment of the prescribed level of service, operations shall continue as required to maintain as good a driving service as possible.
- The order of priority for winter maintenance operations during a storm is Class 2 through Class 6 roads and Priority 1 then Priority 2 sidewalks. Sidewalks will be plowed at the same time as roads if and whenever possible.

## Appendix A – Plow Routes



# Appendix A - Route A Haileybury South

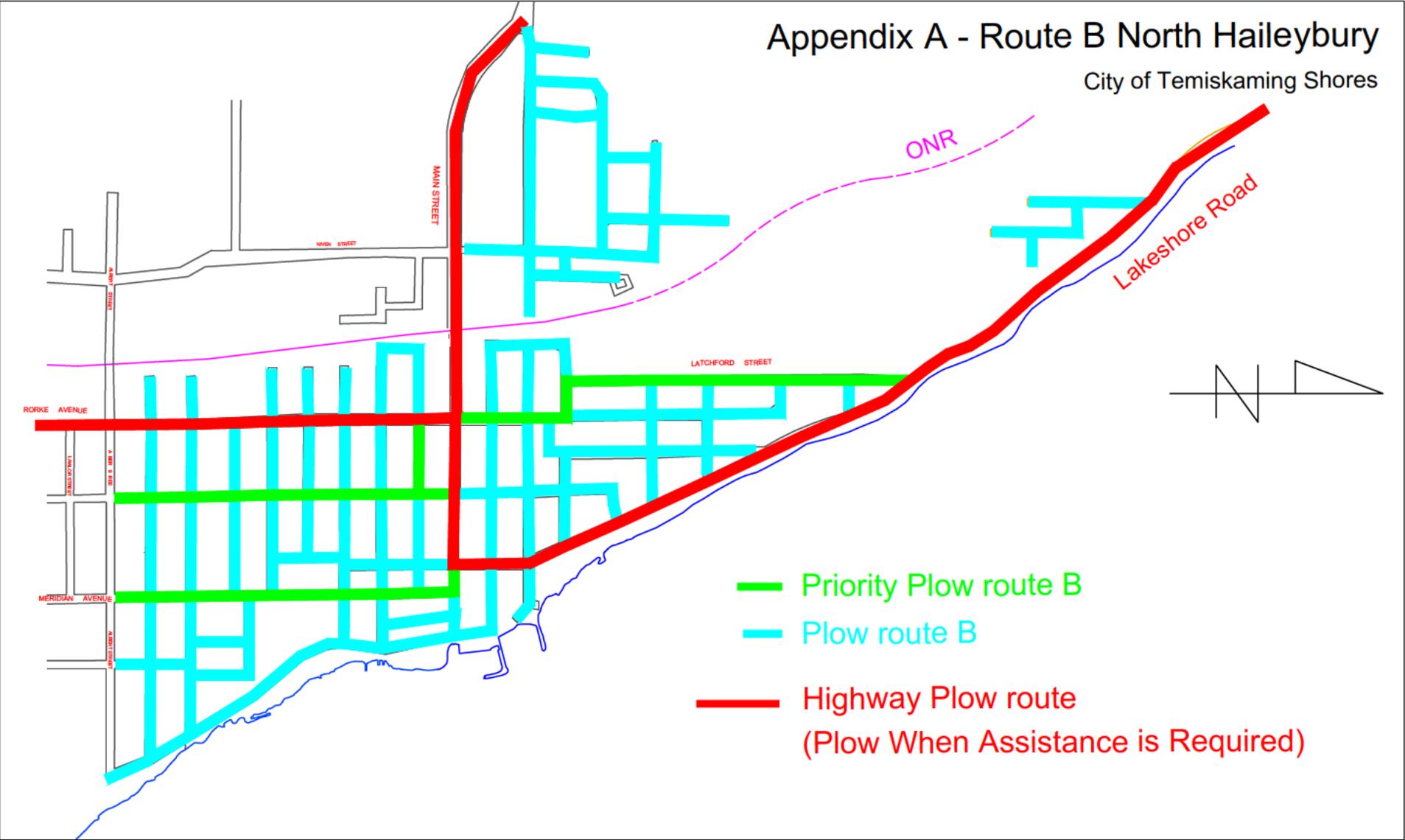
City of Temiskaming Shores



-  Priority Plow route A
-  Plow route A
-  Highway Plow route  
(Plow When Assistance is Required)

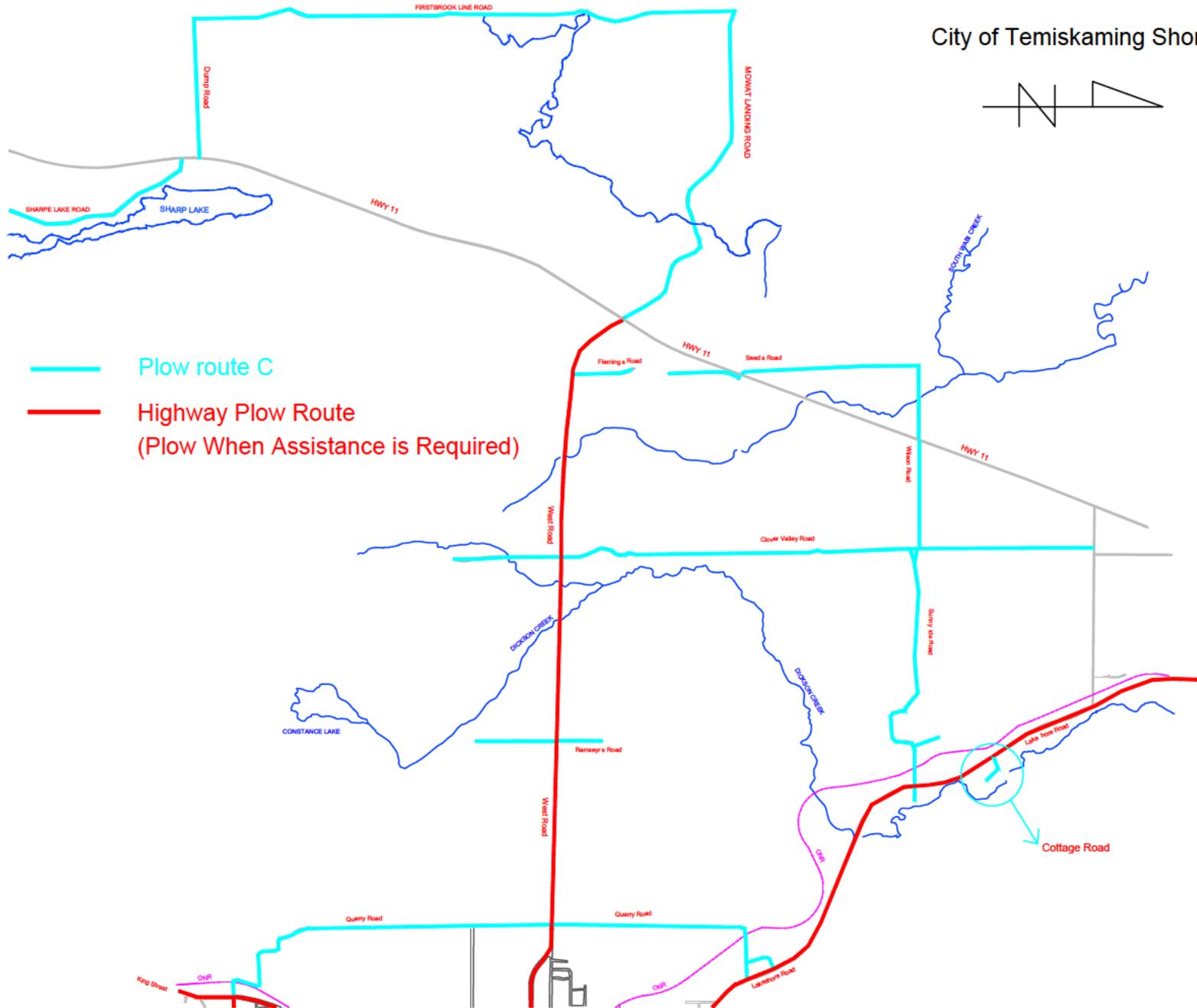
# Appendix A - Route B North Haileybury

City of Temiskaming Shores



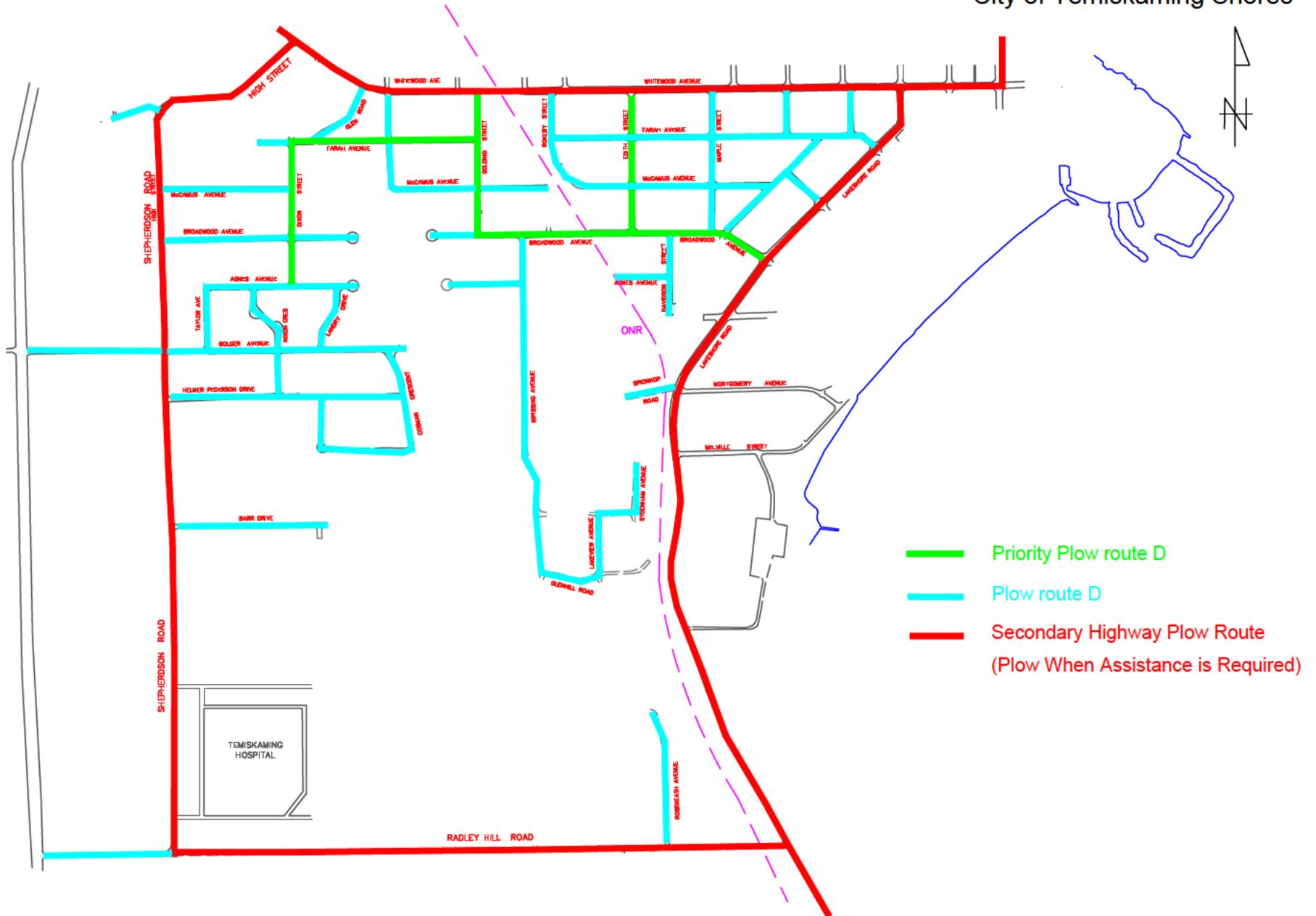
# Appendix A - Route C West Haileybury

City of Temiskaming Shores

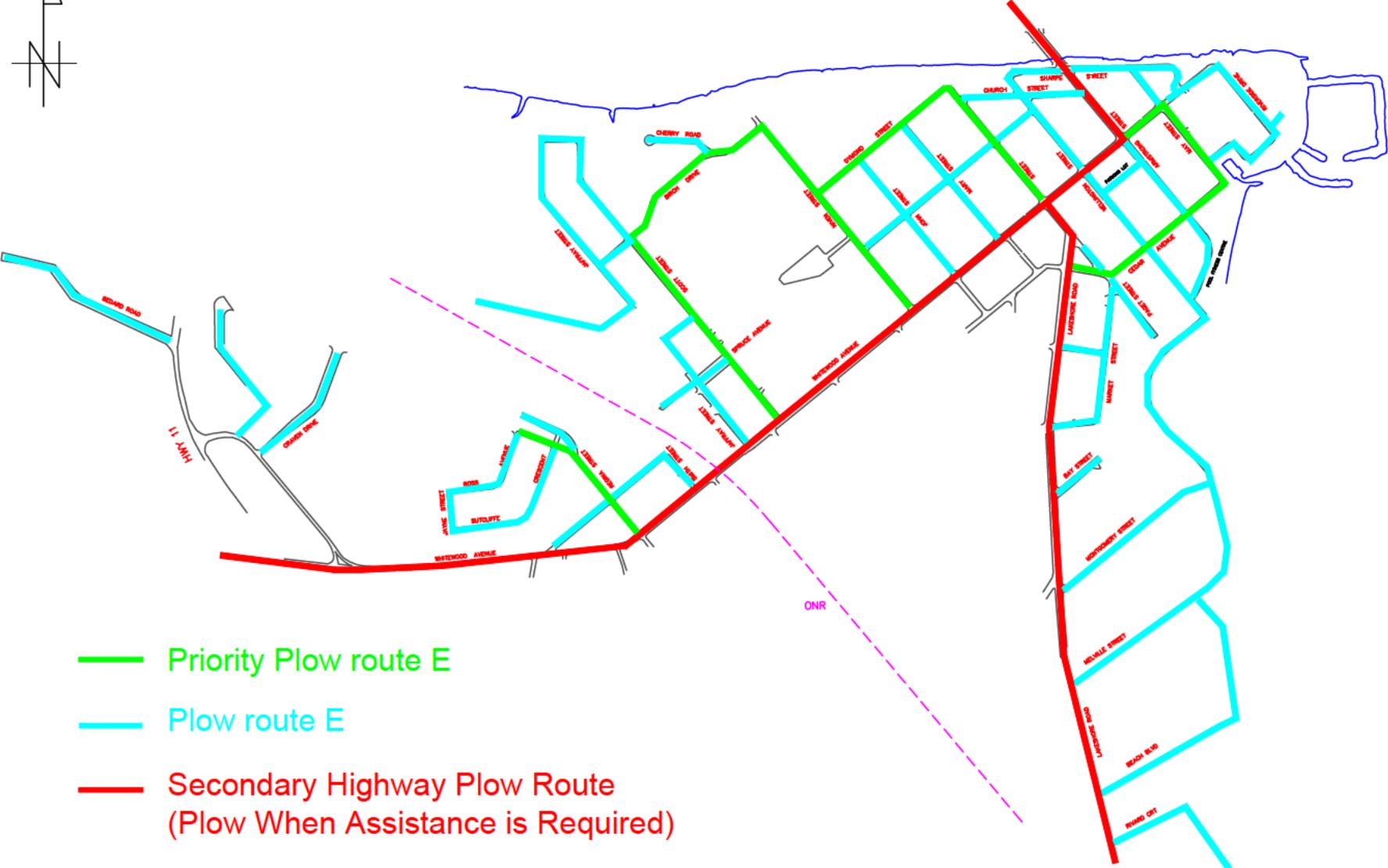


-  Plow route C
-  Highway Plow Route  
(Plow When Assistance is Required)

# Appendix A - Route D South New Liskeard City of Temiskaming Shores



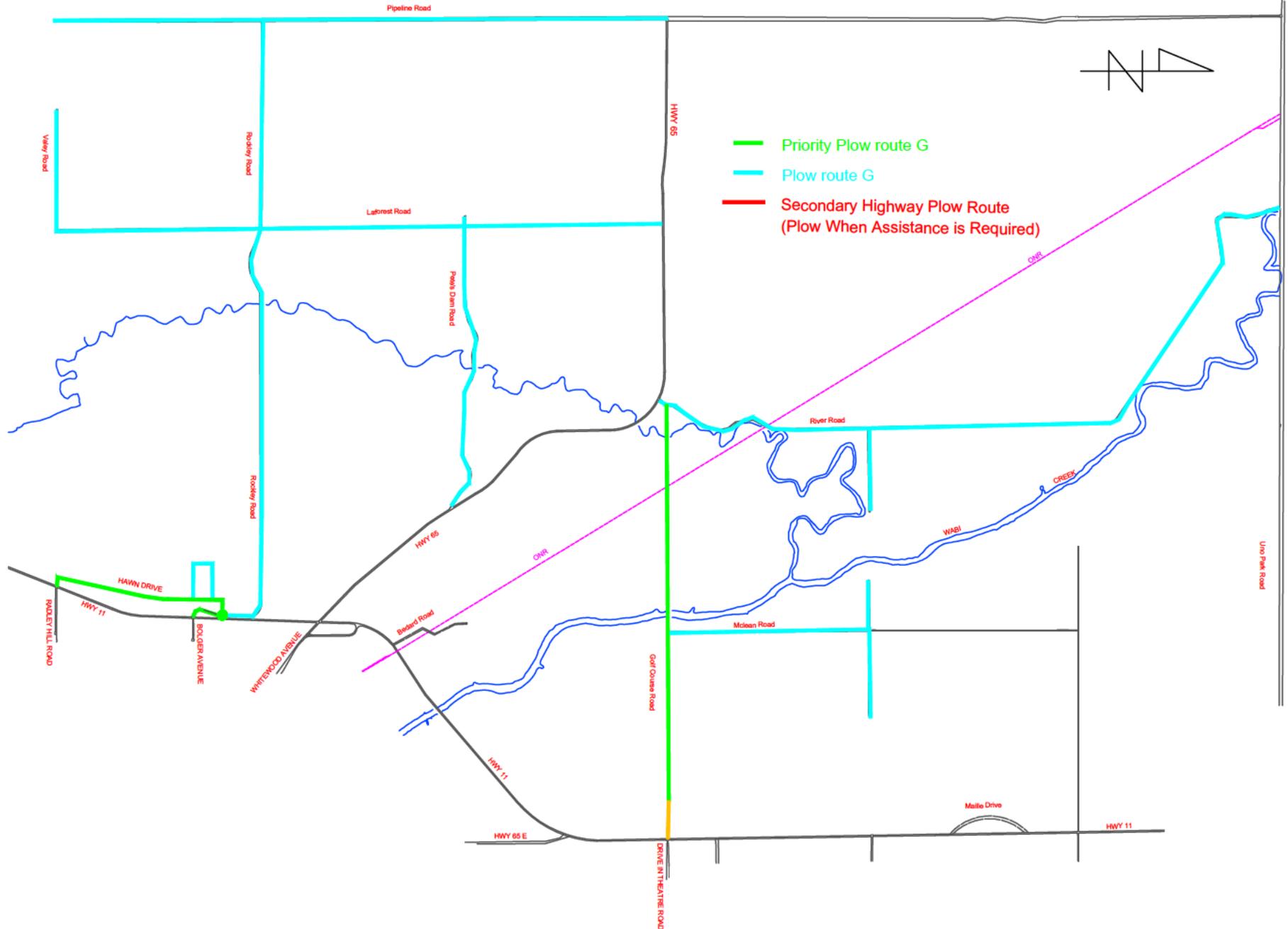
Appendix A - Route E Central New Liskeard  
City of Temiskaming Shores





# Appendix A - Route G West Dymond

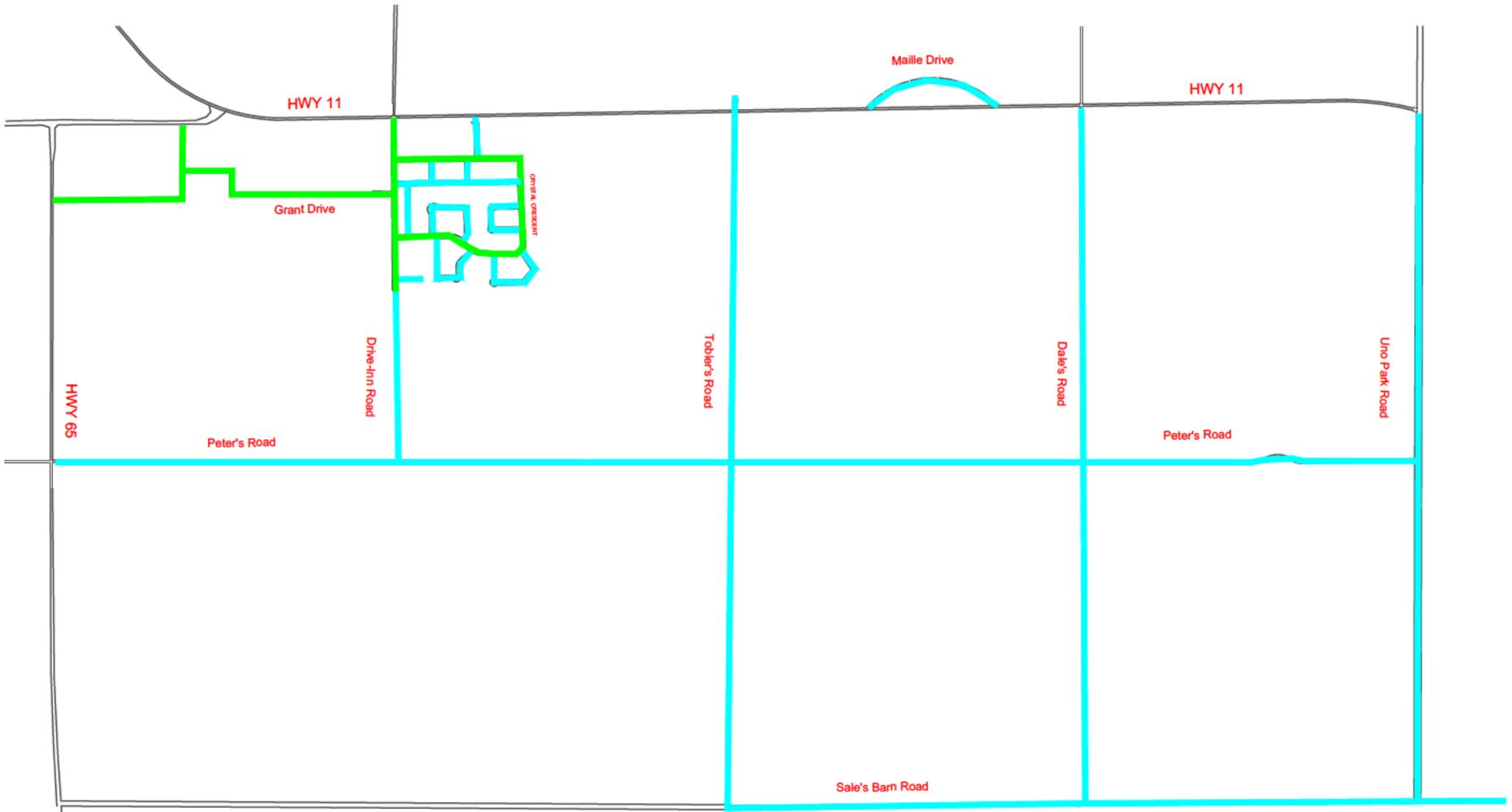
City of Temiskaming Shores



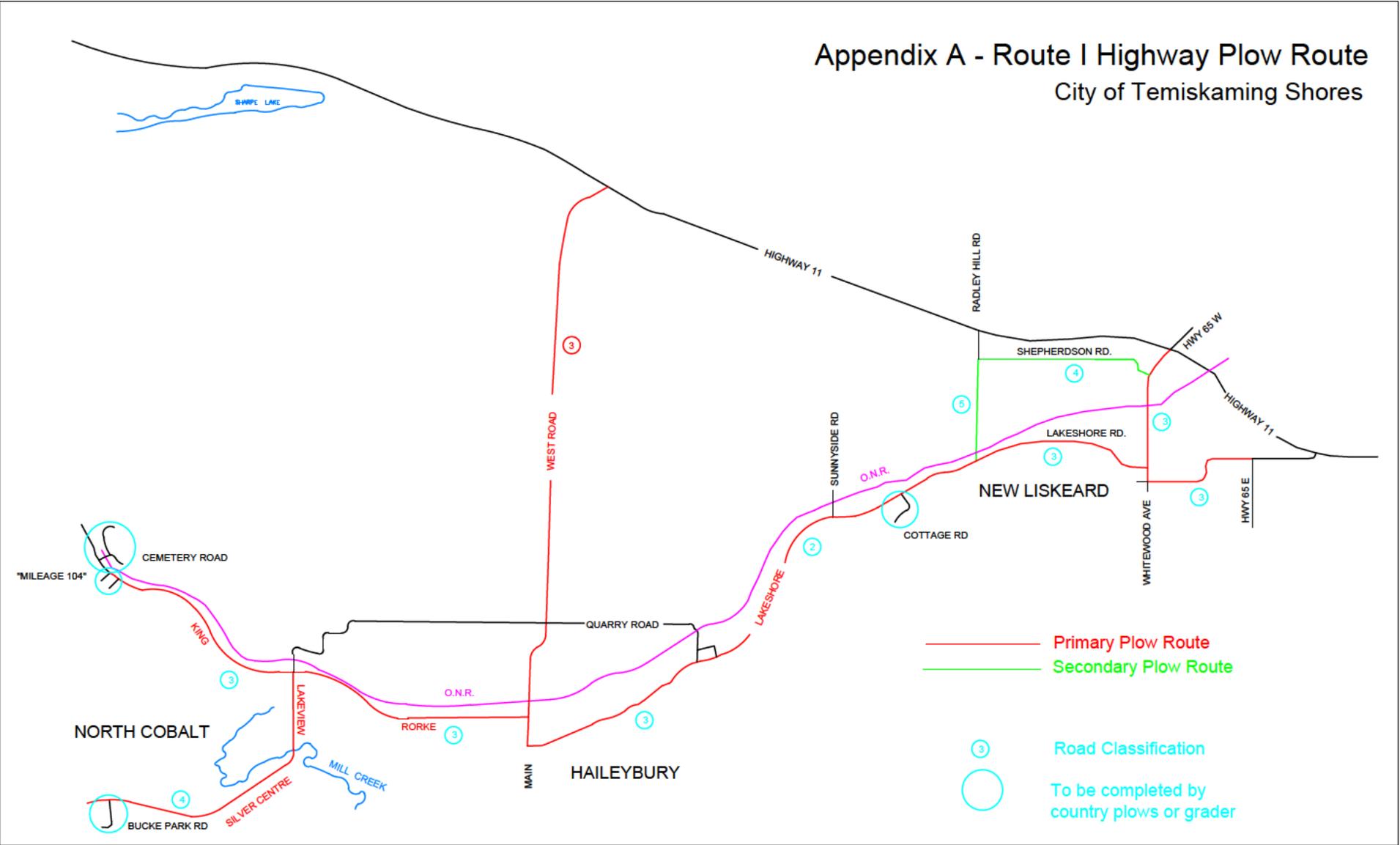
# Appendix A - Route H East Dymond

City of Temiskaming Shores

- Priority Plow route H
- Plow route H



# Appendix A - Route I Highway Plow Route City of Temiskaming Shores

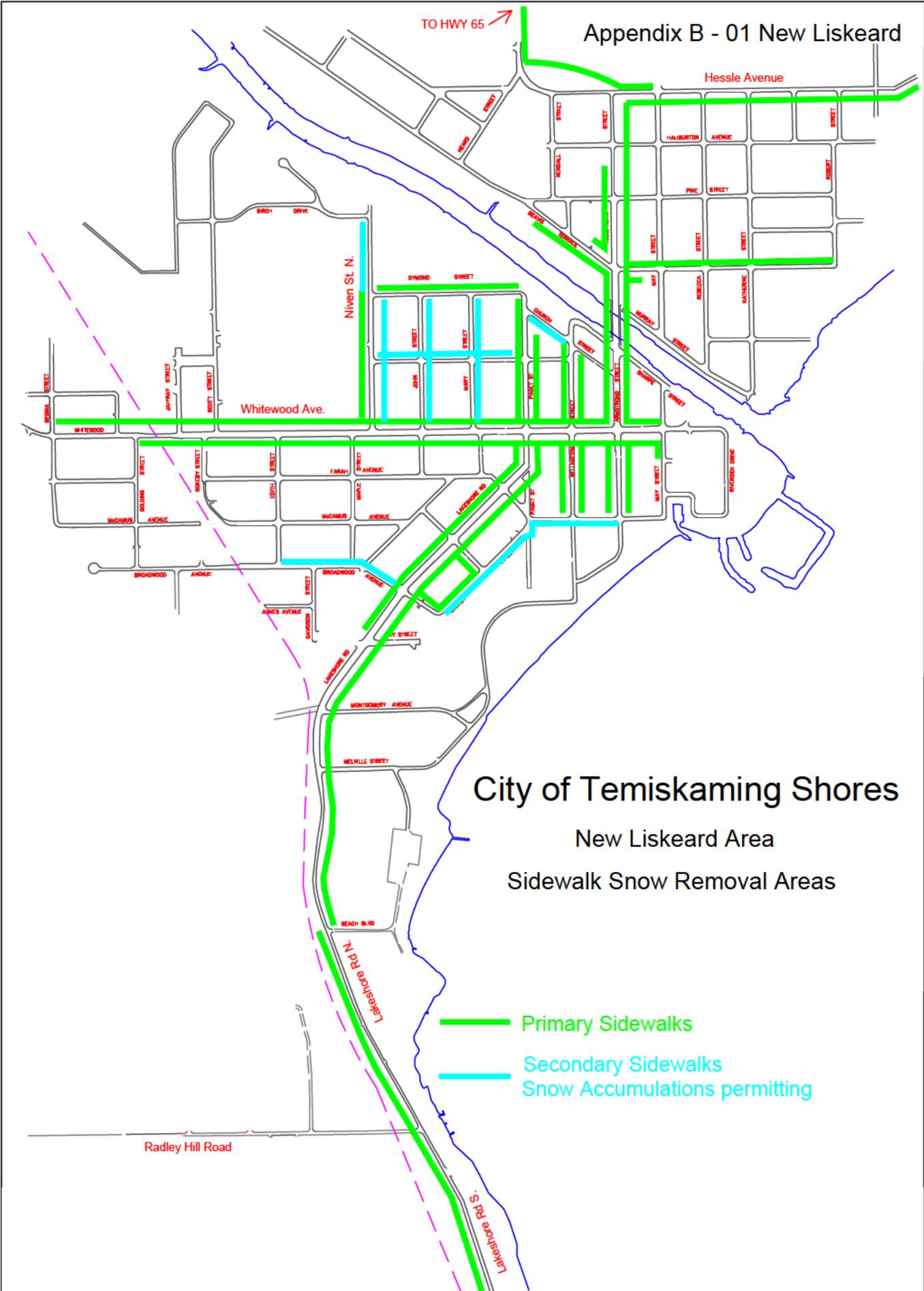


— Primary Plow Route  
— Secondary Plow Route

③ Road Classification  
○ To be completed by country plows or grader

## Appendix B – Sidewalk Routes

# Appendix B - 01 New Liskeard

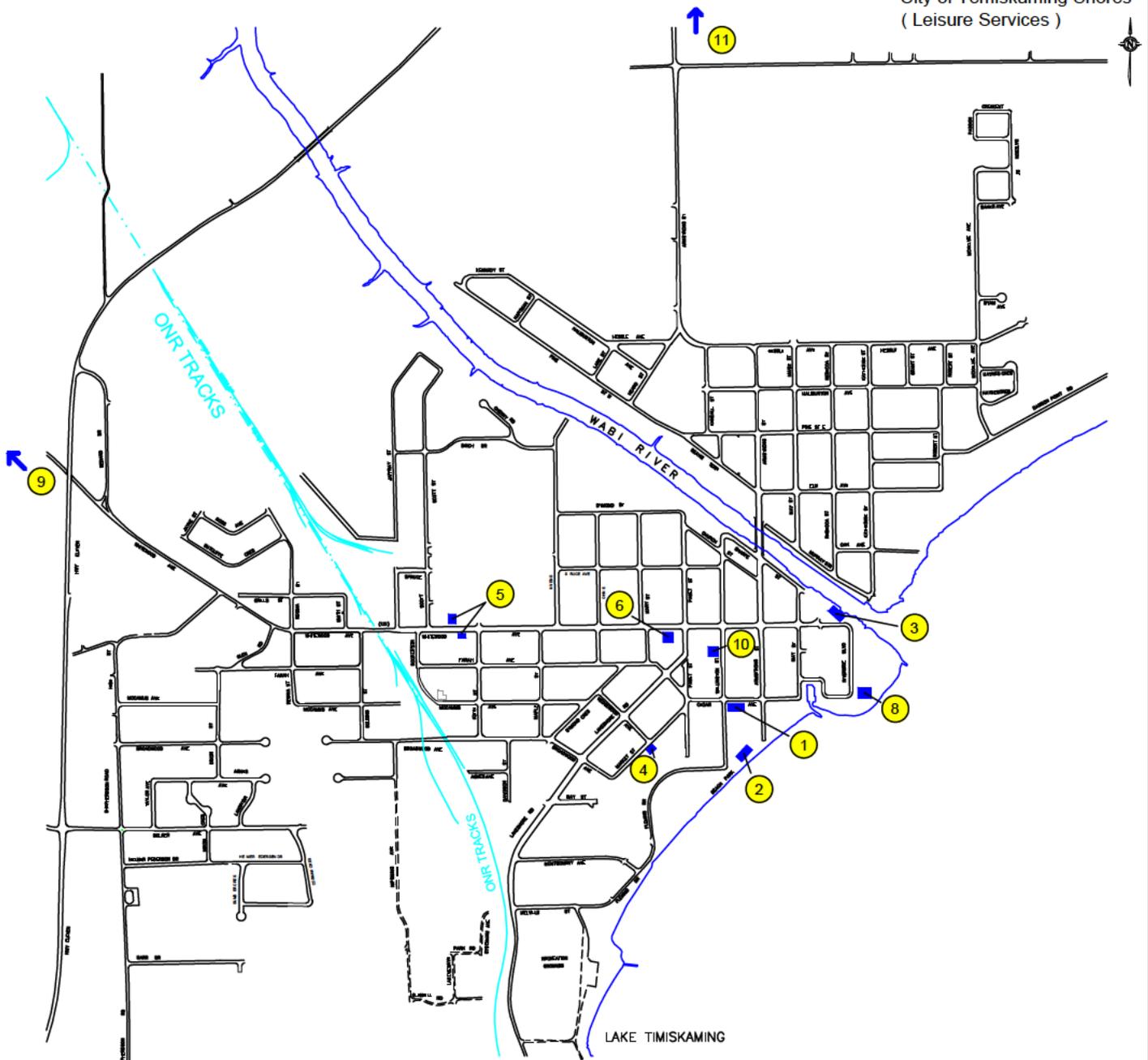


## City of Temiskaming Shores New Liskeard Area Sidewalk Snow Removal Areas



## Appendix C – Lots & Lanes

Appendix C - 02 New Liskeard 4 x 4 Plow Truck  
 City of Temiskaming Shores  
 ( Leisure Services )

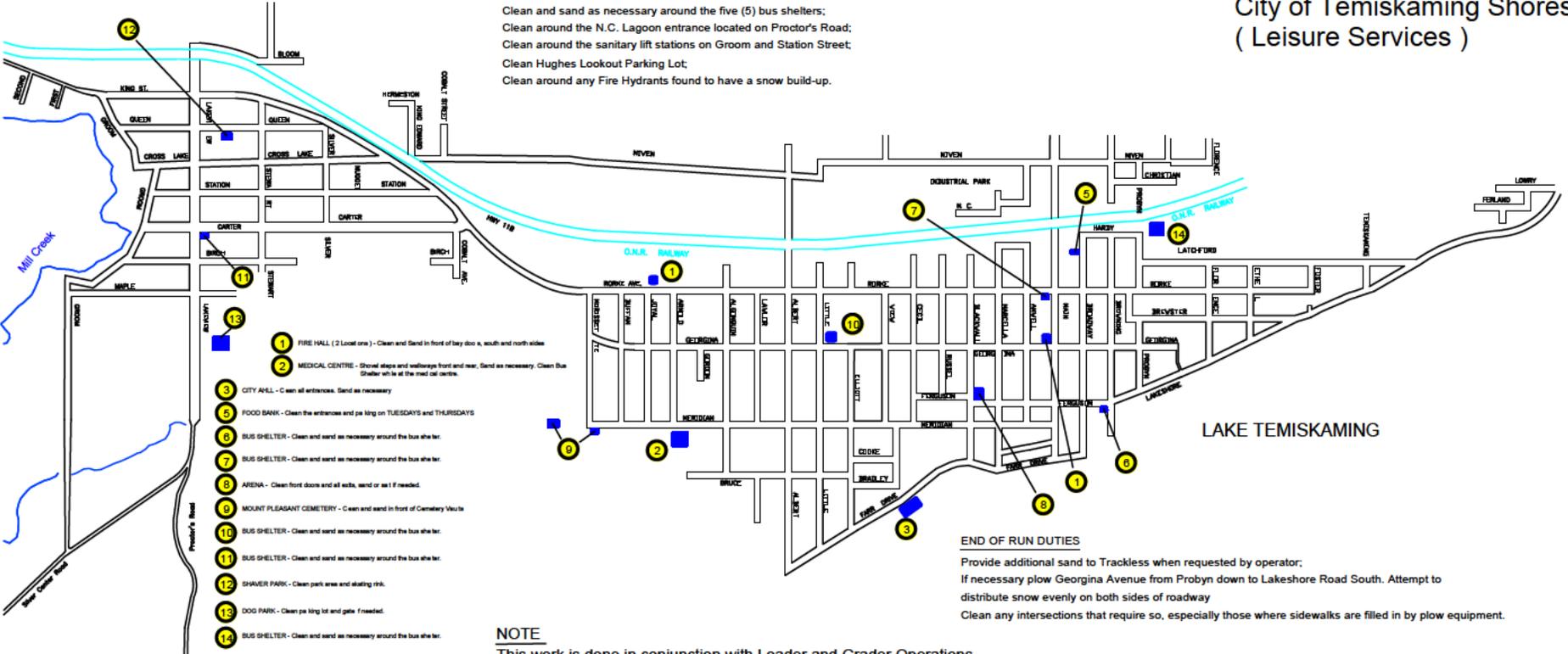


- ① ARENA - Clean front doors and all exits, sand or salt if needed.
- ② POOL FITNESS - Clean front steps and all exits from back deck over to restaurant, sand or salt front steps.
- ③ RIVERSIDE PLACE - Clean front of entire length of building, all exists and turn around. Sand or salt if needed.
- ④ BUS SHELTER - Clean and sand if necessary around bus shelter.
- ⑤ LIBRARY/BUS SHELTER - Clean all exists, sand or salt if needed and around bus shelter.
- ⑥ COMMUNITY HALL - Clean all exits and fire routes, boiler room and Cancer Care door at south end, Legion sidewalk on east side, sand or salt if needed.
- ⑧ NL MARINA - Clean front doors and parking lot. Sand and salt as needed.
- ⑨ PETE'S DAM PARK - Clean parking lot.
- ⑩ FIRE HALL - Clean all exits, overhead doors, sand or salt if needed.
- ⑪ DYMOND - Drive In Theatre Rd  
 COMMUNITY HALL / FIRE HALL - Clean all exits, overhead doors, sand or salt if needed.  
 WALMART/BUS SHELTER - Clean and sand if necessary around bus shelter.

# Appendix C - 03 Haileybury 4 x 4 Plow Truck City of Temiskaming Shores ( Leisure Services )

**AREAS THAT CAN BE DONE A DAY OR TWO FOLLOWING A STORM**

- Clean and sand as necessary around the five (5) bus shelters;
- Clean around the N.C. Lagoon entrance located on Proctor's Road;
- Clean around the sanitary lift stations on Groom and Station Street;
- Clean Hughes Lookout Parking Lot;
- Clean around any Fire Hydrants found to have a snow build-up.



- 1 FIRE HALL - (2 Local one) - Clean and Sand in front of bay doors, south and north sides
- 2 MEDICAL CENTRE - Shovel steps and walkways front and rear, Sand as necessary. Clean Bus Shelter with salt at the road call centre.
- 3 CITY HALL - Clean all entrances. Sand as necessary
- 4 FOOD BANK - Clean the entrances and parking on TUESDAYS and THURSDAYS
- 5 BUS SHELTER - Clean and sand as necessary around the bus shelter.
- 6 BUS SHELTER - Clean and sand as necessary around the bus shelter.
- 7 BUS SHELTER - Clean and sand as necessary around the bus shelter.
- 8 ARENA - Clean front doors and all exits, sand or salt if needed.
- 9 MOUNT PLEASANT CEMETERY - Clean and sand in front of Cemetery Vaults
- 10 BUS SHELTER - Clean and sand as necessary around the bus shelter.
- 11 BUS SHELTER - Clean and sand as necessary around the bus shelter.
- 12 SHAVER PARK - Clean park area and skating rink.
- 13 DOG PARK - Clean parking lot and gate if needed.
- 14 BUS SHELTER - Clean and sand as necessary around the bus shelter.
- 15 BUS SHELTER - Clean and sand as necessary around the bus shelter.

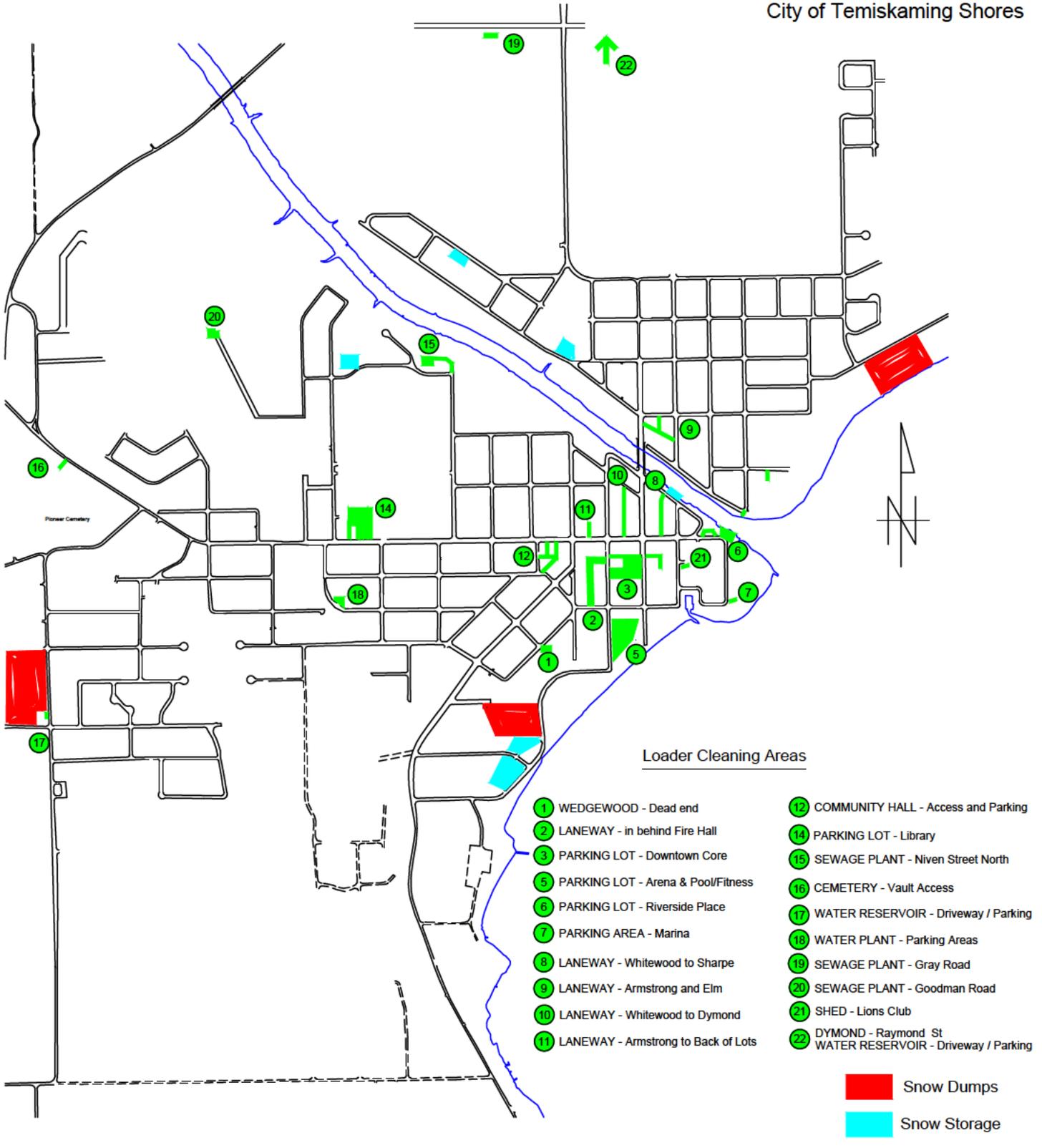
**END OF RUN DUTIES**

- Provide additional sand to Trackless when requested by operator;
- If necessary plow Georgina Avenue from Probyn down to Lakeshore Road South. Attempt to distribute snow evenly on both sides of roadway
- Clean any intersections that require so, especially those where sidewalks are filled in by plow equipment.

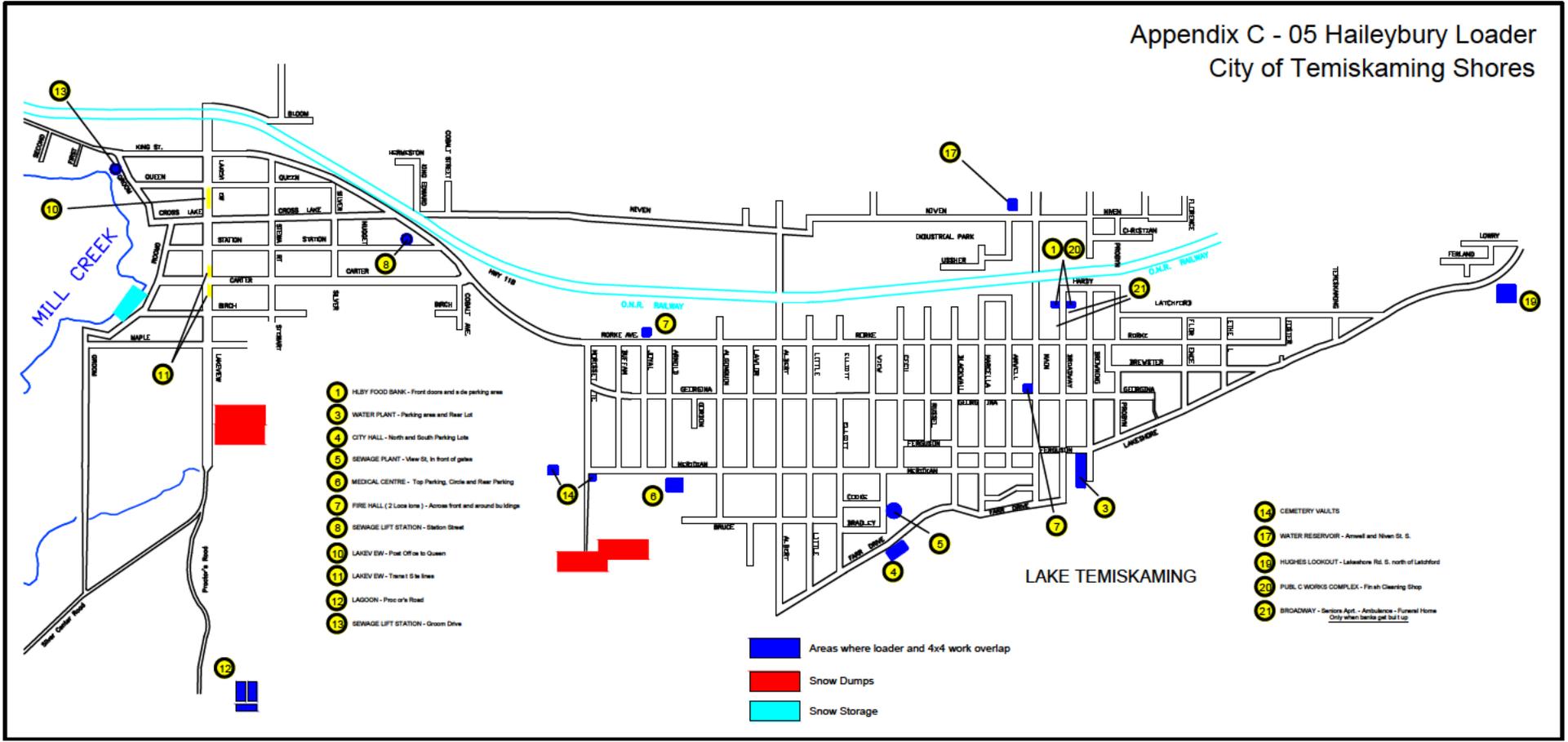
**NOTE**

This work is done in conjunction with Loader and Grader Operations.

Appendix C - 04 New Liskeard Loader / Snow Dumps  
 City of Temiskaming Shores



# Appendix C - 05 Haileybury Loader City of Temiskaming Shores



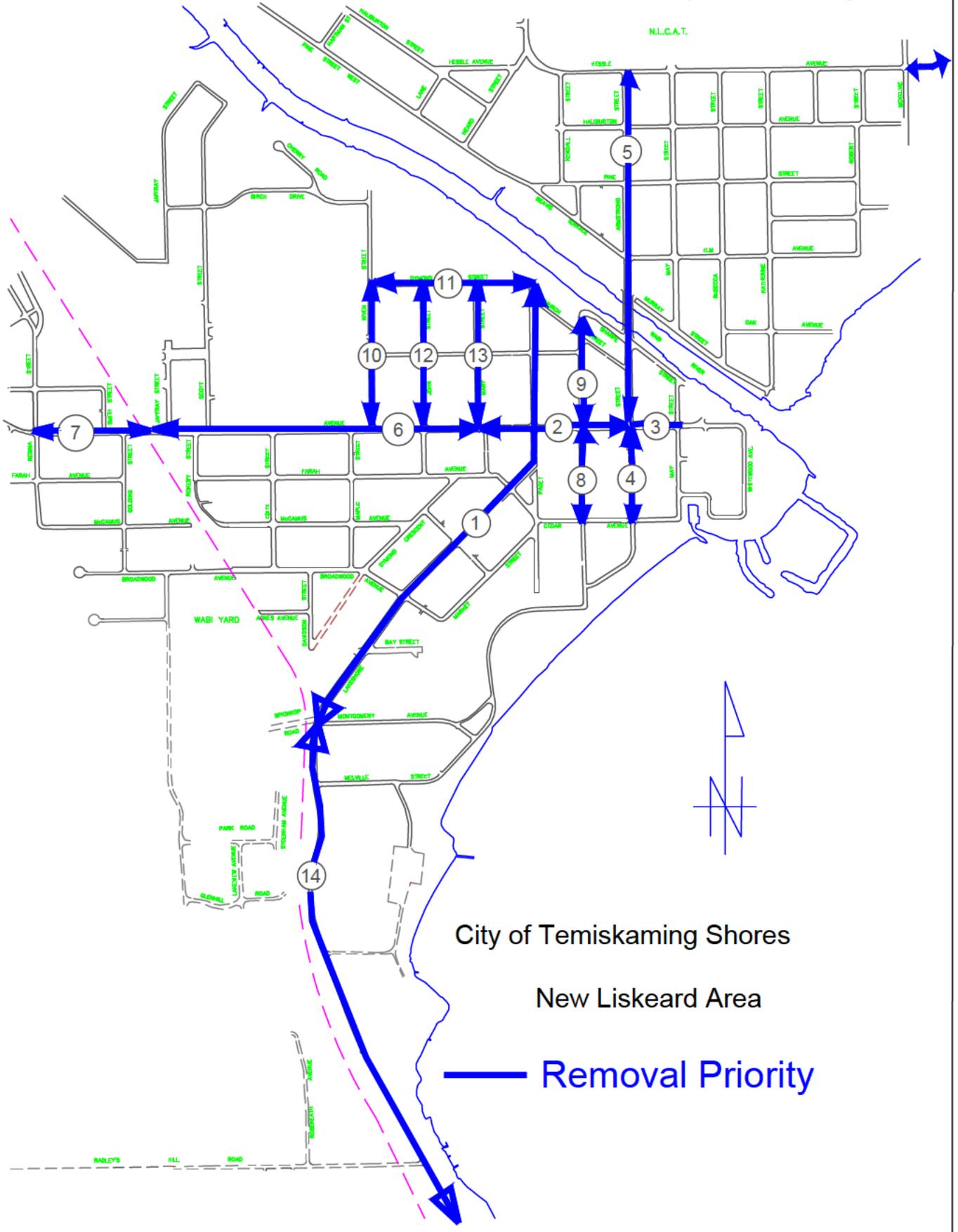
- 1 HLBV FOOD BANK - Front doors and side parking area
- 2 WATER PLANT - Parking area and Rear Lot
- 3 CITY HALL - North and South Parking Lots
- 4 SEWAGE PLANT - View St. in front of gates
- 5 MEDICAL CENTRE - Top Parking, Circle and Rear Parking
- 6 FIRE HALL (2 Look tone) - Access front and around buildings
- 7 SEWAGE LIFT STATION - Station Street
- 8 LAKEV EW - Post Office to Queen
- 9 LAKEV EW - Transit Site lines
- 10 LAGOON - Price of's Road
- 11 SEWAGE LIFT STATION - Gosson Drive

- 14 CEMETERY VAULTS
- 17 WATER RESERVOIR - Arwell and Niven St. S.
- 18 HUGHES LOOKOUT - Lakeshore Rd. S. north of Latchford
- 20 PUBL. C WORKS COMPLEX - Finish Clearing Shop
- 21 BROADWAY - Seniors Apt. - Ambulance - Funeral Home  
Only when barrels get bud 1 up

- Areas where loader and 4x4 work overlap
- Snow Dumps
- Snow Storage

## Appendix D – Snow Removal

Appendix D - 01 New Liskeard Snow Removal Program  
City of Temiskaming Shores

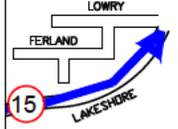
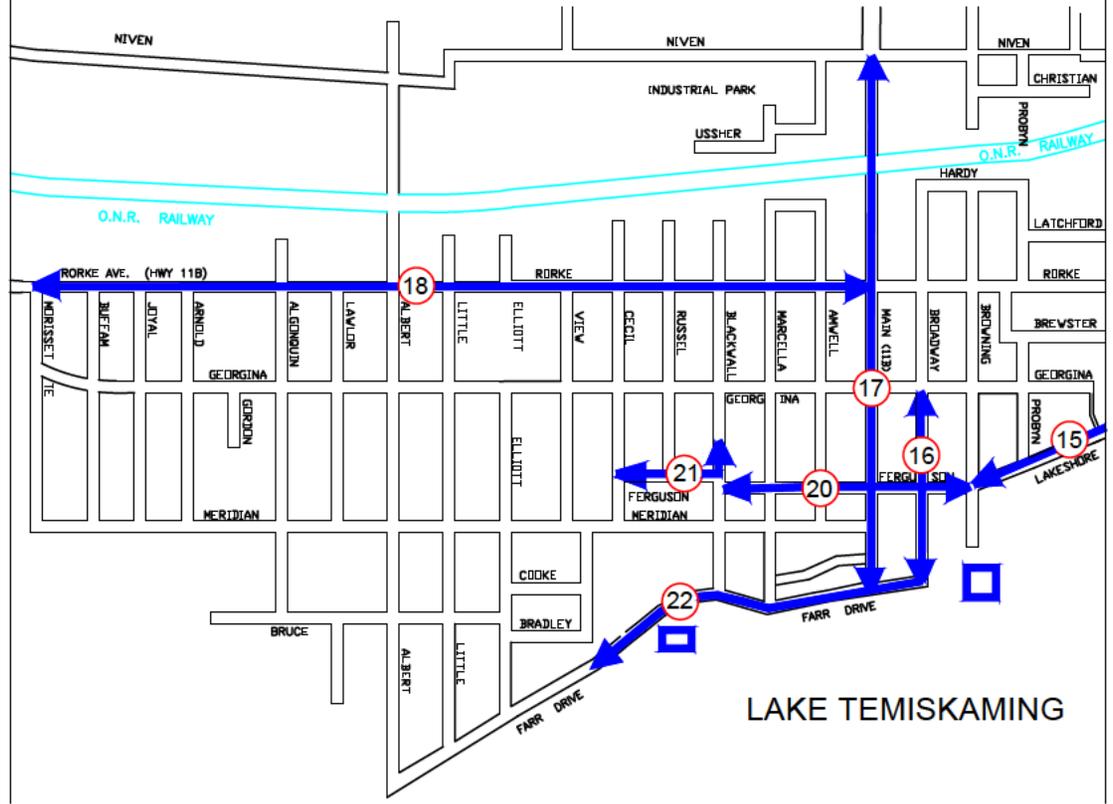
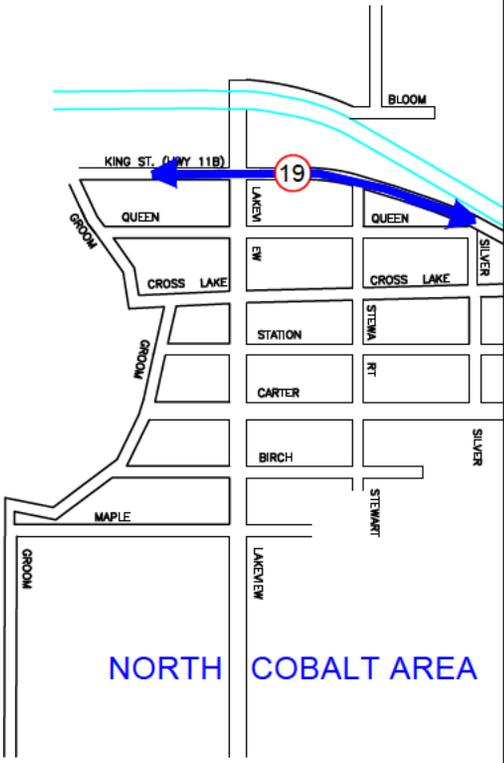


City of Temiskaming Shores  
New Liskeard Area  
— Removal Priority

TO 1444 LAKESHORE RD S

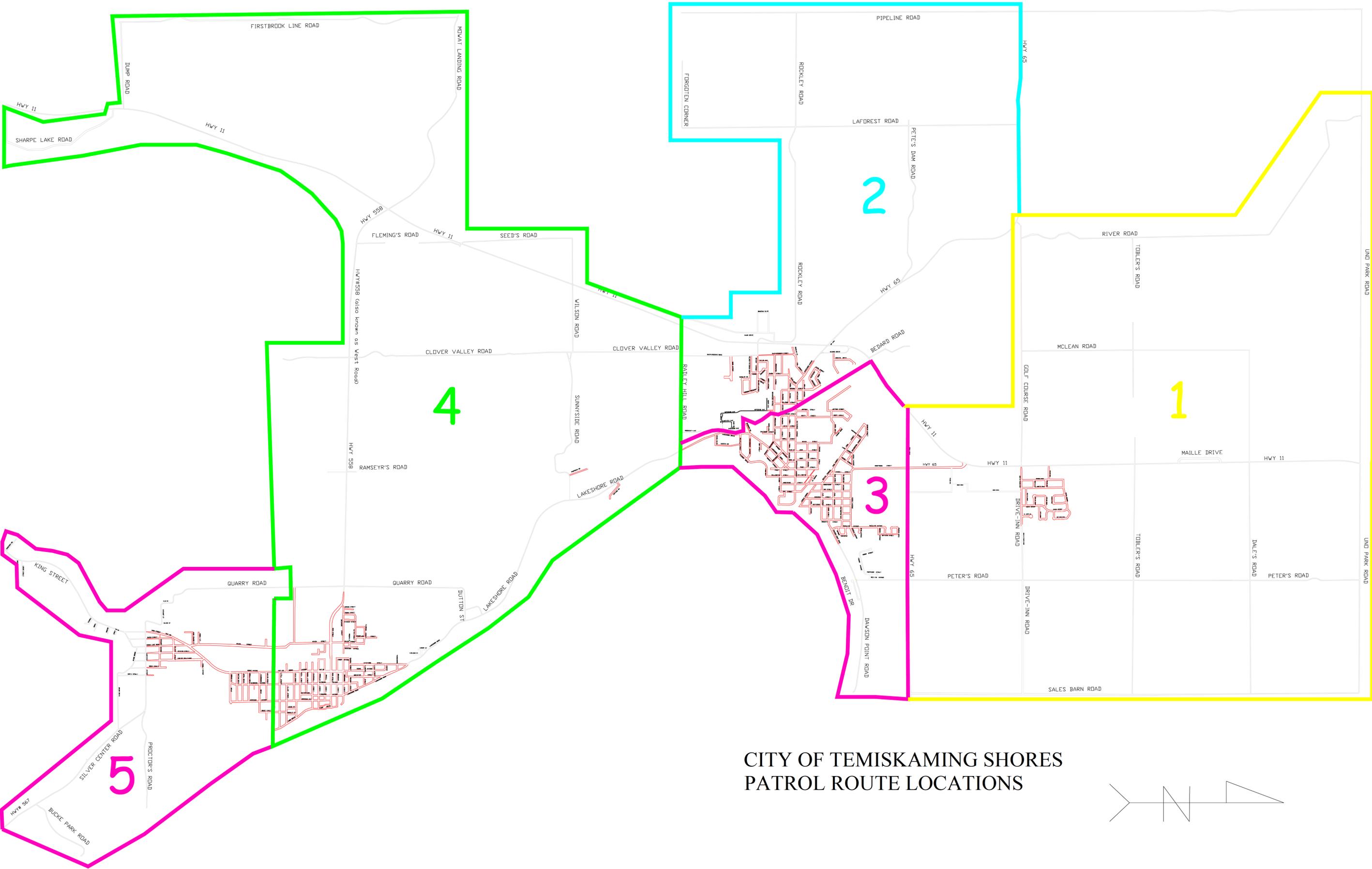
Appendix D - 02 Haileybury Snow Removal Program  
City of Temiskaming Shores

REMOVAL PRIORITY  
HAILEYBURY AREA

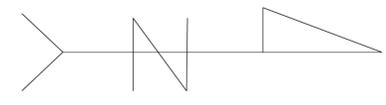


LAKE TEMISKAMING

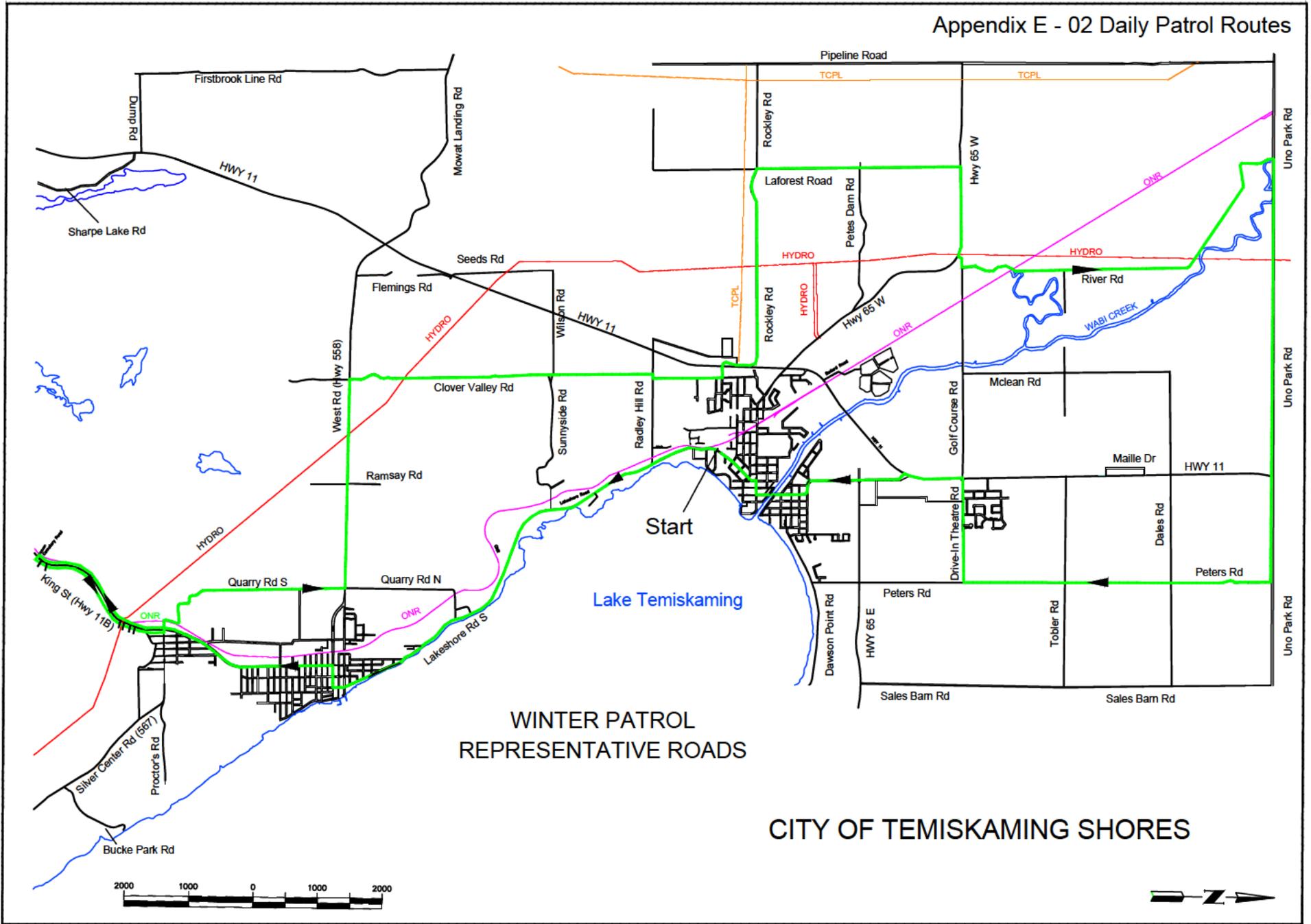
## Appendix E – Patrols



CITY OF TEMISKAMING SHORES  
PATROL ROUTE LOCATIONS



# Appendix E - 02 Daily Patrol Routes



WINTER PATROL  
REPRESENTATIVE ROADS

CITY OF TEMISKAMING SHORES





# Work Order Request

City of Temiskaming Shores  
Public Works Department  
325 Farr Drive – City Hall  
P.O. Box 2050  
Haileybury, ON P0J 1K0

Work Order No.: **WO-2023 - \_\_\_\_\_**

To: \_\_\_\_\_

From: \_\_\_\_\_

Date: \_\_\_\_\_

### Description of Work Requested

How Identified:	Date:	Time:

**Special Considerations**

Signature: \_\_\_\_\_

Deadline for completion: \_\_\_\_\_

### Description of Work Performed

Repairs Performed by:	<input type="checkbox"/> As Noted Above	
	<input type="checkbox"/> As Described Below	
Supervisor (print):	Signature:	Completion Date:



## Media Release - Road Closed

Date: \_\_\_\_\_ Time: \_\_\_\_\_

### For Immediate Release

Due to a severe winter storm Ontario Provincial Police advise that the following roads in Corporation of the City of Temiskaming Shores are impassable due to drifting and blowing snow and have been closed to traffic.

Road Name	From	To

The Ontario Provincial Police advise that these roads will remain closed until the storm subsides and driving conditions improve.

For further Information, contact the City of Temiskaming Shores Public Works Department at 705-647-6220.

## Appendix F – By-laws



The Corporation of the City of Temiskaming Shores

**Excerpt from By-law No. 2012-101**

**Being a by-law to Regulate Traffic and Parking of  
vehicles in the City of Temiskaming Shores**

---

Section 5.9 of Schedule "A" to By-law No. 2012-101

**Prohibition - Overnight Parking – Offence**

No *person* shall *stop, stand or park* a *vehicle* on any *street* or *City* owned *parking lot* between the hours of 12:00 a.m. to 7:00 a.m. during the period of November 1<sup>st</sup> in one year to March 31<sup>st</sup> of the next year.

Certified True Copy  
City of Temiskaming Shores

Logan Belanger  
Municipal Clerk

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

**BY-LAW NO. 2009-159**

**BEING A BY-LAW TO REGULATE THE REMOVAL AND RELOCATION OF SNOW  
WITHIN THE CITY OF TEMISKAMING SHORES**

**WHEREAS** the Council of the Corporation of the City of Temiskaming Shores deems it necessary and expedient to pass a By-law to regulate the removal and relocation of snow within the City of Temiskaming Shores;

**AND 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** Section 10(2) 6 of the Municipal Act, S.O. 2001, c. 25, as amended, authorizes Council to pass bylaws respecting the health, safety and well-being of persons;

**AND WHEREAS** Section 27 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides a municipality may pass by-laws with respect to highways over which it has jurisdiction;

**AND WHEREAS** Section 128 (1) of the Municipal Act, S.O. 2001, c. 25, as amended, provides that a municipality may prohibit with respect to public nuisances, including matters that, in the opinion of Council, are or could become or cause public nuisances;

**AND WHEREAS** Section 425(1) of the Municipal Act, S.O. 2001, c. 25, as amended, provides a municipality may pass by-laws providing that a person who contravenes a by-law of the municipality passed under the Act is guilty of an offence;

**AND WHEREAS** Section 429(1) of the Municipal Act, S.O. 2001, c. 25, as amended, provides a municipality may establish a system of fines for offences under a by-law of the municipality passed under the Act ;

**AND WHEREAS** Section 446(1) of the Municipal Act, S.O. 2001, c. 25, as amended, provides that if a municipality has the authority under any Act or under a by-law under any Act to direct or require a person to do a matter or thing, the municipality may also provide that, in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person's expense;

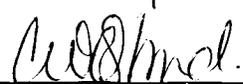
**AND WHEREAS** Section 446(3) of the Municipal Act, S.O. 2001, c. 25, as amended, provides that a municipality may recover costs of doing a matter or thing under subsection (1) from the person directed or required to do it by action or by adding the costs to the tax roll and collecting them in the same manner as taxes.

**NOW THEREFORE** the Council of the Corporation of the City of Temiskaming Shores hereby enacts as follows:

1. That Council adopts a by-law to regulate the removal and relocation of snow within the City identified as Schedule "A", attached hereto and forming part of this by-law;
2. That all by-laws respecting the removal, relocation and disposal of snow enacted by the former Town of Haileybury (more specifically By-law 94-6), the former Town of New Liskeard (more specifically By-law 1319), the former Township of Dymond (more specifically By-law 1355) and amendments thereto, are hereby repealed.
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.
4. That this By-Law shall come into force and take effect on the date of its final passing.

Read a FIRST, SECOND and THIRD TIME and FINALLY PASSED this 15<sup>th</sup> day of December, 2009.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk

**CORPORATION OF THE CITY OF TEMISKAMING SHORES**

**SCHEDULE "A" TO BY-LAW NO. 2009-159**

**BEING A BY-LAW TO REGULATE REMOVAL AND RELOCATION OF SNOW IN THE  
CITY OF TEMISKAMING SHORES**

**INDEX**

**PART 1 – GENERAL PROVISIONS**

<b>SECTION</b>		<b>PAGE</b>
1.1	Short Title	1
1.2	Scope	1
1.3	Enforcement	1
1.4	Conflicts with other By-law	1

**PART 2 - DEFINITIONS**

<b>SECTION</b>		<b>PAGE</b>
2.1	By-law Enforcement Officer	1
2.2	City	1
2.3	City Property	1
2.4	Council	1
2.5	Municipality	1
2.6	Person	1
2.7	Police Officer	2
2.8	Private Property	2
2.9	Provincial Offences Act	2
2.10	Sidewalk	2
2.11	Street	2

**PART 3 – REGULATIONS**

<b>SECTION</b>		<b>PAGE</b>
3.1	Deposit of Snow	2
3.2	Re-Deposit of Snow	2

**PART 4 – PENALTIES**

<b>SECTION</b>		<b>PAGE</b>
4.1	General Penalties	3

**PART 5 – VALIDITY**

<b>SECTION</b>		<b>PAGE</b>
5.1	Validity of By-law	3

**SCHEDULES AND DISCRPTION**

<b>APPENDIX</b>		<b>PAGE</b>
1	Set Fines For By-law 2009-159	4

**PART 1  
GENERAL PROVISIONS**

**SECTION**

**1.1 Short Title**

This By-Law shall be cited as the "Snow Removal By-law".

**1.2 Scope**

The provisions of this By-law shall apply to all property within the geographic limits of the City of Temiskaming Shores, except where otherwise provided.

**1.3 Enforcement**

This By-law shall be enforced by a *By-law Enforcement Officer* or a *Police Officer*.

**1.4 Conflicts with other by-law**

Where a provision of this By-law conflicts with a provision of another by-law in force in the City of Temiskaming Shores, the provisions that establishes the higher standard in terms of protecting the health, safety and welfare of the general public and the environmental well-being of the *municipality*, shall prevail to the extent of the conflict.

**PART 2  
DEFINITIONS**

Definitions of words, phrases and terms used in this By-law that are not included in the list of definitions in this section shall have the meanings which are commonly assigned to them in the context in which they are used in this By-law.

The words, phrases and terms defined in this section have the following meaning for the purposes of this By-law.

**SECTION**

**2.1 "By-law Enforcement Officer"** means the *person* or *persons* duly appointed by *Council* as Municipal Law Enforcement Officers for the purpose of enforcing regulatory by-laws of the *City*.

**2.2 "City"** means the Corporation of the City of Temiskaming Shores.

**2.3 "City Property"** means any land situated within the City which is owned by the City or controlled by the City by lease or otherwise.

**2.4 "Council"** means the *Municipal Council* of the *City* of Temiskaming Shores.

**2.5 "Municipality"** means the land within the geographic limit of the City of Temiskaming Shores.

**2.6 "Person"** means an individual, firm or corporation.

## SECTION

- 2.7** “**Police Officer**” means a member of the Ontario Provincial Police service.
- 2.8** “**Private Property**” means property which is privately owned and is not *City* property.
- 2.9** “**Provincial Offences Act**” means the Provincial Offences Act, R.S.O. 1990, c. P.33, as amended.
- 2.10** “**Sidewalk**” means any municipal walkway, or that portion of a *street* between *curb* lines or the lateral lines of a roadway, and the adjacent property line, primarily intended for use by *pedestrians*.
- 2.11** “**Street**” means a common and public highway, *street*, *roadway*, crescent, avenue, parkway, *driveway*, square, place, bridge, viaduct, trestle or other such place designated and intended for, or used by the general public for the passage or *parking* of *vehicles* and includes the area of land between the lateral property lines thereof.

## PART 3 REGULATIONS

### SECTION

- 3.1**     **Deposit of Snow**
- No *person* shall deposit, or cause to be deposited, any snow, ice, or other debris, on any *City property* or *street* from off of his or her property or any other *private property*.
- 3.2**     **Re-Deposit of Snow**
- 3.2.1**    No *person* shall move snow within a *street* or allow snow to be moved from one side of the cleared portion of the *street* intended for vehicular and pedestrian traffic, to the other side of the *street*.
- 3.2.2**    No *person* shall relocate snow within a *street* or allow snow to be relocated in such a manner as to encroach on the cleared portion of the *street* intended for vehicular and pedestrian traffic.
- 3.2.3**    No *person* shall relocate snow within a *street* or allow snow to be relocated in such a manner as to obstruct the normal visibility or the safe movement of vehicular and pedestrian traffic on the *street*.

**PART 4  
PENALTIES**

**SECTION**

- 4.1** Any *person* who contravenes, suffers or permits any act or thing to be done in contravention of, or neglects to do or refrains from doing anything required to be done pursuant to any provisions of this By-law or any permit or order issued pursuant thereto, commits an offence and except where specifically provided in Appendix "1", shall be liable to a fine not exceeding \$5,000.00.

Where an offense is a continuing offence, each day that the offence is continued shall constitute a separate and distinct offence.

**PART 5  
VALIDITY**

**SECTION**

**5.1 Validity of By-law**

If any section, clause, or provision of this By-law, is for any reason declared by a court of competent jurisdiction to be invalid, the same shall not effect the validity of the By-law as a whole or any part thereof, other than the section, clause or provision so declared to be invalid and it is hereby declared to be the intention that all remaining sections, clauses or provisions of this By-law shall remain in full force and effect until repealed, notwithstanding that one or more provisions thereof shall have been declared to be invalid.

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES**  
**Appendix "1" OF Schedule "A"**  
**TO BY-LAW NO. 2009-159**

**SET FINES FOR BY-LAW NO. 2009-159**

<b>Item</b>	<b>COLUMN 1 Short form wording</b>	<b>COLUMN 2 Offence creating provision or Defining offence</b>	<b>COLUMN 3 Set fine</b>
1	Deposit snow on <i>City property</i> .	Section 3.1	\$100.00
2	Re-Deposit snow from one side of <i>street</i> to the other.	Section 3.2.1	\$100.00
3	Re-Deposit snow to cleared portion of <i>street</i> .	Section 3.2.2	\$100.00
4	Re-Deposit snow so as to obstruct visibility.	Section 3.2.3	\$100.00

**Note: The general penalty provision for the offences listed above is Schedule A section 4.1 of By-law No. 2009-159, a certified copy of which has been filed.**

## Appendix G – Winter Parking Notice

**NOTICE – OVERNIGHT PARKING**

**Effective November 1, 2023**

**to March 31, 2024**

By-law No. 2012-101 prohibits the parking of vehicles on municipal streets  
or City-owned parking lots between the hours of

**12:00 a.m. to 7:00 a.m.**

Thank you for your cooperation.

For further information contact the By-law Officer at (705) 672-3363.

Appendix H –  
Minimum Maintenance Standards

**Municipal Act, 2001**  
**Loi de 2001 sur les municipalités**

**ONTARIO REGULATION 239/02**  
**MINIMUM MAINTENANCE STANDARDS FOR MUNICIPAL HIGHWAYS**

**Consolidation Period:** From May 3, 2018 to the [e-Laws currency date](#).

Last amendment: 366/18.

Legislative History: 288/03, 613/06, 23/10, 47/13, 366/18.

***This Regulation is made in English only.***

**Definitions**

1. (1) In this Regulation,

“bicycle facility” means the on-road and in-boulevard cycling facilities listed in Book 18 of the Ontario Traffic Manual;

“bicycle lane” means,

- (a) a portion of a roadway that has been designated by pavement markings or signage for the preferential or exclusive use of cyclists, or
- (b) a portion of a roadway that has been designated for the exclusive use of cyclists by signage and a physical or marked buffer;

“cm” means centimetres;

“day” means a 24-hour period;

“encroachment” means anything that is placed, installed, constructed or planted within the highway that was not placed, installed, constructed or planted by the municipality;

“ice” means all kinds of ice, however formed;

“motor vehicle” has the same meaning as in subsection 1 (1) of the *Highway Traffic Act*, except that it does not include a motor assisted bicycle;

“non-paved surface” means a surface that is not a paved surface;

“Ontario Traffic Manual” means the Ontario Traffic Manual published by the Ministry of Transportation, as amended from time to time;

“paved surface” means a surface with a wearing layer or layers of asphalt, concrete or asphalt emulsion;

“pothole” means a hole in the surface of a roadway caused by any means, including wear or subsidence of the road surface or subsurface;

“roadway” has the same meaning as in subsection 1 (1) of the *Highway Traffic Act*;

“shoulder” means the portion of a highway that provides lateral support to the roadway and that may accommodate stopped motor vehicles and emergency use;

“sidewalk” means the part of the highway specifically set aside or commonly understood to be for pedestrian use, typically consisting of a paved surface but does not include crosswalks, medians, boulevards, shoulders or any part of the sidewalk where cleared snow has been deposited;

“significant weather event” means an approaching or occurring weather hazard with the potential to pose a significant danger to users of the highways within a municipality;

“snow accumulation” means the natural accumulation of any of the following that, alone or together, covers more than half a lane width of a roadway:

1. Newly-fallen snow.
2. Wind-blown snow.
3. Slush;

“substantial probability” means a significant likelihood considerably in excess of 51 per cent;

“surface” means the top of a sidewalk, roadway or shoulder;

“utility” includes any air, gas, water, electricity, cable, fiber-optic, telecommunication or traffic control system or subsystem, fire hydrants, sanitary sewers, storm sewers, property bars and survey monuments;

“utility appurtenance” includes maintenance holes and hole covers, water shut-off covers and boxes, valves, fittings, vaults, braces, pipes, pedestals, and any other structures or items that form part of or are an accessory part of any utility;

“weather” means air temperature, wind and precipitation.

“weather hazard” means the weather hazards determined by Environment Canada as meeting the criteria for the issuance of an alert under its Public Weather Alerting Program. O. Reg. 239/02, s. 1 (1); O. Reg. 23/10, s. 1 (1); O. Reg. 47/13, s. 1; O. Reg. 366/18, s. 1 (1, 2).

(2) For the purposes of this Regulation, every highway or part of a highway under the jurisdiction of a municipality in Ontario is classified in the Table to this section as a Class 1, Class 2, Class 3, Class 4, Class 5 or Class 6 highway, based on the speed limit applicable to it and the average daily traffic on it. O. Reg. 239/02, s. 1 (2); O. Reg. 366/18, s. 1 (3).

(3) For the purposes of subsection (2) and the Table to this section, the average daily traffic on a highway or part of a highway under municipal jurisdiction shall be determined,

(a) by counting and averaging the daily two-way traffic on the highway or part of the highway; or

(b) by estimating the average daily two-way traffic on the highway or part of the highway. O. Reg. 239/02, s. 1 (3); O. Reg. 23/10, s. 1 (2); O. Reg. 366/18, s. 1 (3).

(4) For the purposes of this Regulation, unless otherwise indicated in a provision of this Regulation, a municipality is deemed to be aware of a fact if, in the absence of actual knowledge of the fact, circumstances are such that the municipality ought reasonably to be aware of the fact. O. Reg. 366/18, s. 1 (4).

TABLE  
CLASSIFICATION OF HIGHWAYS

Column 1 Average Daily Traffic (number of motor vehicles)	Column 2 91 - 100 km/h speed limit	Column 3 81 - 90 km/h speed limit	Column 4 71 - 80 km/h speed limit	Column 5 61 - 70 km/h speed limit	Column 6 51 - 60 km/h speed limit	Column 7 41 - 50 km/h speed limit	Column 8 1 - 40 km/h speed limit
53,000 or more	1	1	1	1	1	1	1
23,000 - 52,999	1	1	1	2	2	2	2
15,000 - 22,999	1	1	2	2	2	3	3
12,000 - 14,999	1	1	2	2	2	3	3
10,000 - 11,999	1	1	2	2	3	3	3
8,000 - 9,999	1	1	2	3	3	3	3
6,000 - 7,999	1	2	2	3	3	4	4
5,000 - 5,999	1	2	2	3	3	4	4
4,000 - 4,999	1	2	3	3	3	4	4
3,000 - 3,999	1	2	3	3	3	4	4
2,000 - 2,999	1	2	3	3	4	5	5
1,000 - 1,999	1	3	3	3	4	5	5
500 - 999	1	3	4	4	4	5	5
200 - 499	1	3	4	4	5	5	6
50 - 199	1	3	4	5	5	6	6
0 - 49	1	3	6	6	6	6	6

O. Reg. 366/18, s. 1 (5).

**Application**

2. (1) This Regulation sets out the minimum standards of repair for highways under municipal jurisdiction for the purpose of clause 44 (3) (c) of the Act. O. Reg. 288/03, s. 1.

(2) REVOKED: O. Reg. 23/10, s. 2.

(3) This Regulation does not apply to Class 6 highways. O. Reg. 239/02, s. 2 (3).

**Purpose**

2.1 The purpose of this Regulation is to clarify the scope of the statutory defence available to a municipality under clause 44 (3) (c) of the Act by establishing maintenance standards which are non-prescriptive as to the methods or materials to be used in complying with the standards but instead describe a desired outcome. O. Reg. 366/18, s. 2.

MAINTENANCE STANDARDS

**Patrolling**

3. (1) The standard for the frequency of patrolling of highways to check for conditions described in this Regulation is set out in the Table to this section. O. Reg. 23/10, s. 3 (1); O. Reg. 366/18, s. 3 (2).

(2) If it is determined by the municipality that the weather monitoring referred to in section 3.1 indicates that there is a substantial probability of snow accumulation on roadways, ice formation on roadways or icy roadways, the standard for patrolling highways is, in addition to that set out in subsection (1), to patrol highways that the municipality selects as representative of its highways, at intervals deemed necessary by the municipality, to check for such conditions. O. Reg. 47/13, s. 2; O. Reg. 366/18, s. 3 (2).

(3) Patrolling a highway consists of observing the highway, either by driving on or by electronically monitoring the highway, and may be performed by persons responsible for patrolling highways or by persons responsible for or performing highway maintenance activities. O. Reg. 23/10, s. 3 (1).

(4) This section does not apply in respect of the conditions described in section 10, subsections 11 (0.1) and 12 (1) and section 16.1, 16.2, 16.3 or 16.4. O. Reg. 23/10, s. 3 (1); O. Reg. 366/18, s. 3 (3).

TABLE  
PATROLLING FREQUENCY

Class of Highway	Patrolling Frequency
1	3 times every 7 days
2	2 times every 7 days
3	once every 7 days
4	once every 14 days
5	once every 30 days

O. Reg. 239/02, s. 3, Table; O. Reg. 23/10, s. 3 (2).

#### Weather monitoring

3.1 (1) From October 1 to April 30, the standard is to monitor the weather, both current and forecast to occur in the next 24 hours, once every shift or three times per calendar day, whichever is more frequent, at intervals determined by the municipality. O. Reg. 47/13, s. 3; O. Reg. 366/18, s. 4.

(2) From May 1 to September 30, the standard is to monitor the weather, both current and forecast to occur in the next 24 hours, once per calendar day. O. Reg. 47/13, s. 3; O. Reg. 366/18, s. 4.

#### Snow accumulation, roadways

4. (1) Subject to section 4.1, the standard for addressing snow accumulation on roadways is,

- (a) after becoming aware of the fact that the snow accumulation on a roadway is greater than the depth set out in the Table to this section, to deploy resources as soon as practicable to address the snow accumulation; and
- (b) after the snow accumulation has ended, to address the snow accumulation so as to reduce the snow to a depth less than or equal to the depth set out in the Table within the time set out in the Table,
  - (i) to provide a minimum lane width of the lesser of three metres for each lane or the actual lane width, or
  - (ii) on a Class 4 or Class 5 highway with two lanes, to provide a total width of at least five metres. O. Reg. 47/13, s. 4; O. Reg. 366/18, s. 5 (1).

(2) If the depth of snow accumulation on a roadway is less than or equal to the depth set out in the Table to this section, the roadway is deemed to be in a state of repair with respect to snow accumulation. O. Reg. 47/13, s. 4.

(3) For the purposes of this section, the depth of snow accumulation on a roadway and, if applicable, lane width under clause (1) (b), may be determined in accordance with subsection (4) by a municipal employee, agent or contractor, whose duties or responsibilities include one or more of the following:

- 1. Patrolling highways.
  - 2. Performing highway maintenance activities.
  - 3. Supervising staff who perform activities described in paragraph 1 or 2. O. Reg. 47/13, s. 4; O. Reg. 366/18, s. 5 (2).
- (4) The depth of snow accumulation on a roadway and lane width may be determined by,
- (a) performing an actual measurement;
  - (b) monitoring the weather; or
  - (c) performing a visual estimate. O. Reg. 47/13, s. 4; O. Reg. 366/18, s. 5 (3).
- (5) For the purposes of this section, addressing snow accumulation on a roadway includes,
- (a) plowing the roadway;

- (b) salting the roadway;
- (c) applying abrasive materials to the roadway;
- (d) applying other chemical or organic agents to the roadway;
- (e) any combination of the methods described in clauses (a) to (d). O. Reg. 366/18, s. 5 (4).
- (6) This section does not apply to that portion of the roadway,
  - (a) designated for parking;
  - (b) consisting of a bicycle lane or other bicycle facility; or
  - (d) used by a municipality for snow storage. O. Reg. 366/18, s. 5 (4).

TABLE  
SNOW ACCUMULATION - ROADWAYS

Class of Highway	Depth	Time
1	2.5 cm	4 hours
2	5 cm	6 hours
3	8 cm	12 hours
4	8 cm	16 hours
5	10 cm	24 hours

O. Reg. 47/13, s. 4; O. Reg. 366/18, s. 5 (5).

**Snow accumulation on roadways, significant weather event**

**4.1** (1) If a municipality declares a significant weather event relating to snow accumulation, the standard for addressing snow accumulation on roadways until the declaration of the end of the significant weather event is,

- (a) to monitor the weather in accordance with section 3.1; and
- (b) if deemed practicable by the municipality, to deploy resources to address snow accumulation on roadways, starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 7.

(2) If the municipality complies with subsection (1), all roadways within the municipality are deemed to be in a state of repair with respect to snow accumulation until the applicable time in the Table to section 4 expires following the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 7.

(3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,

- (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
- (b) address snow accumulation on roadways in accordance with section 4. O. Reg. 366/18, s. 7.

**Snow accumulation, bicycle lanes**

**4.2** (1) Subject to section 4.3, the standard for addressing snow accumulation on bicycle lanes is,

- (a) after becoming aware of the fact that the snow accumulation on a bicycle lane is greater than the depth set out in the Table to this section, to deploy resources as soon as practicable to address the snow accumulation; and
- (b) after the snow accumulation has ended, to address the snow accumulation so as to reduce the snow to a depth less than or equal to the depth set out in the Table to this section to provide a minimum bicycle lane width of the lesser of 1 metre or the actual bicycle lane width. O. Reg. 366/18, s. 7.

(2) If the depth of snow accumulation on a bicycle lane is less than or equal to the depth set out in the Table to this section, the bicycle lane is deemed to be in a state of repair in respect of snow accumulation. O. Reg. 366/18, s. 7.

(3) For the purposes of this section, the depth of snow accumulation on a bicycle lane and, if applicable, lane width under clause (1) (b), may be determined in the same manner as set out in subsection 4 (4) and by the persons mentioned in subsection 4 (3), with necessary modifications. O. Reg. 366/18, s. 7.

(4) For the purposes of this section, addressing snow accumulation on a bicycle lane includes,

- (a) plowing the bicycle lane;
- (b) salting the bicycle lane;
- (c) applying abrasive materials to the bicycle lane;
- (d) applying other chemical or organic agents to the bicycle lane;
- (e) sweeping the bicycle lane; or

(f) any combination of the methods described in clauses (a) to (e). O. Reg. 366/18, s. 7.

TABLE  
SNOW ACCUMULATION – BICYCLE LANES

Column 1 Class of Highway or Adjacent Highway	Column 2 Depth	Column 3 Time
1	2.5 cm	8 hours
2	5 cm	12 hours
3	8 cm	24 hours
4	8 cm	24 hours
5	10 cm	24 hours

O. Reg. 366/18, s. 7.

**Snow accumulation on bicycle lanes, significant weather event**

**4.3** (1) If a municipality declares a significant weather event relating to snow accumulation, the standard for addressing snow accumulation on bicycle lanes until the declaration of the end of the significant weather event is,

- (a) to monitor the weather in accordance with section 3.1; and
- (b) if deemed practicable by the municipality, to deploy resources to address snow accumulation on bicycle lanes, starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 7.

(2) If the municipality complies with subsection (1), all bicycle lanes within the municipality are deemed to be in a state of repair with respect to snow accumulation until the applicable time in the Table to section 4.2 expires following the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 7.

(3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,

- (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
- (b) address snow accumulation on bicycle lanes in accordance with section 4.2. O. Reg. 366/18, s. 7.

**Ice formation on roadways and icy roadways**

**5.** (1) The standard for the prevention of ice formation on roadways is doing the following in the 24-hour period preceding an alleged formation of ice on a roadway:

- 1. Monitor the weather in accordance with section 3.1.
- 2. Patrol in accordance with section 3.
- 3. If the municipality determines, as a result of its activities under paragraph 1 or 2, that there is a substantial probability of ice forming on a roadway, treat the roadway, if practicable, to prevent ice formation within the time set out in Table 1 to this section, starting from the time that the municipality determines is the appropriate time to deploy resources for that purpose. O. Reg. 366/18, s. 8.

(2) If the municipality meets the standard set out in subsection (1) and, despite such compliance, ice forms on a roadway, the roadway is deemed to be in a state of repair until the applicable time set out in Table 2 to this section expires after the municipality becomes aware of the fact that the roadway is icy. O. Reg. 366/18, s. 8.

(3) Subject to section 5.1, the standard for treating icy roadways is to treat the icy roadway within the time set out in Table 2 to this section, and an icy roadway is deemed to be in a state of repair until the applicable time set out in Table 2 to this section expires after the municipality becomes aware of the fact that a roadway is icy. O. Reg. 366/18, s. 8.

(4) For the purposes of this section, treating a roadway means applying material to the roadway, including but not limited to, salt, sand or any combination of salt and sand. O. Reg. 366/18, s. 8.

(5) For greater certainty, this section applies in respect of ice formation on bicycle lanes on a roadway, but does not apply to other types of bicycle facilities. O. Reg. 366/18, s. 8.

TABLE 1  
ICE FORMATION PREVENTION

Class of Highway	Time
1	6 hours
2	8 hours
3	16 hours
4	24 hours
5	24 hours

O. Reg. 366/18, s. 8.

TABLE 2  
TREATMENT OF ICY ROADWAYS

Class of Highway	Time
1	3 hours
2	4 hours
3	8 hours
4	12 hours
5	16 hours

O. Reg. 366/18, s. 8.

**Icy roadways, significant weather event**

**5.1** (1) If a municipality declares a significant weather event relating to ice, the standard for treating icy roadways until the declaration of the end of the significant weather event is,

- (a) to monitor the weather in accordance with section 3.1; and
- (b) if deemed practicable by the municipality, to deploy resources to treat icy roadways, starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 8.

(2) If the municipality complies with subsection (1), all roadways within the municipality are deemed to be in a state of repair with respect to any ice which forms or may be present until the applicable time in Table 2 to section 5 expires after the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 8.

(3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,

- (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
- (b) treat icy roadways in accordance with section 5. O. Reg. 366/18, s. 8.

**Potholes**

**6.** (1) If a pothole exceeds both the surface area and depth set out in Table 1, 2 or 3 to this section, as the case may be, the standard is to repair the pothole within the time set out in Table 1, 2 or 3, as appropriate, after becoming aware of the fact. O. Reg. 239/02, s. 6 (1); O. Reg. 366/18, s. 8 (1).

(1.1) For the purposes of this section, the surface area and depth of a pothole may be determined in accordance with subsections (1.2) and (1.3), as applicable, by a municipal employee, agent or contractor whose duties or responsibilities include one or more of the following:

- 1. Patrolling highways.
- 2. Performing highway maintenance activities.
- 3. Supervising staff who perform activities described in paragraph 1 or 2. O. Reg. 366/18, s. 8 (2).

(1.2) The depth and surface area of a pothole may be determined by,

- (a) performing an actual measurement; or
- (b) performing a visual estimate. O. Reg. 366/18, s. 8 (2).

(1.3) For the purposes of this section, the surface area of a pothole does not include any area that is merely depressed and not yet broken fully through the surface of the roadway. O. Reg. 366/18, s. 8 (2).

(2) A pothole is deemed to be in a state of repair if its surface area or depth is less than or equal to that set out in Table 1, 2 or 3, as appropriate. O. Reg. 239/02, s. 6 (2); O. Reg. 47/13, s. 6.

TABLE 1  
POTHOLES ON PAVED SURFACE OF ROADWAY

Class of Highway	Surface Area	Depth	Time
1	600 cm <sup>2</sup>	8 cm	4 days
2	800 cm <sup>2</sup>	8 cm	4 days
3	1000 cm <sup>2</sup>	8 cm	7 days
4	1000 cm <sup>2</sup>	8 cm	14 days
5	1000 cm <sup>2</sup>	8 cm	30 days

O. Reg. 239/02, s. 6, Table 1.

TABLE 2  
POTHOLES ON NON-PAVED SURFACE OF ROADWAY

Class of Highway	Surface Area	Depth	Time
3	1500 cm <sup>2</sup>	8 cm	7 days
4	1500 cm <sup>2</sup>	10 cm	14 days
5	1500 cm <sup>2</sup>	12 cm	30 days

O. Reg. 239/02, s. 6, Table 2.

TABLE 3  
POTHOLES ON PAVED OR NON-PAVED SURFACE OF SHOULDER

Class of Highway	Surface Area	Depth	Time
1	1500 cm <sup>2</sup>	8 cm	7 days
2	1500 cm <sup>2</sup>	8 cm	7 days
3	1500 cm <sup>2</sup>	8 cm	14 days
4	1500 cm <sup>2</sup>	10 cm	30 days
5	1500 cm <sup>2</sup>	12 cm	60 days

O. Reg. 239/02, s. 6, Table 3.

**Shoulder drop-offs**

7. (1) If a shoulder drop-off is deeper than 8 cm, for a continuous distance of 20 metres or more, the standard is to repair the shoulder drop-off within the time set out in the Table to this section after becoming aware of the fact. O. Reg. 366/18, s. 9 (1).

(2) A shoulder drop-off is deemed to be in a state of repair if its depth is less than 8 cm. O. Reg. 366/18, s. 9 (1).

(3) In this section,

“shoulder drop-off” means the vertical differential, where the paved surface of the roadway is higher than the surface of the shoulder, between the paved surface of the roadway and the paved or non-paved surface of the shoulder. O. Reg. 239/02, s. 7 (3).

TABLE  
SHOULDER DROP-OFFS

Class of Highway	Time
1	4 days
2	4 days
3	7 days
4	14 days
5	30 days

O. Reg. 366/18, s. 9 (2).

**Cracks**

8. (1) If a crack on the paved surface of a roadway is greater than 5 cm wide and 5 cm deep for a continuous distance of three metres or more, the standard is to repair the crack within the time set out in the Table to this section after becoming aware of the fact. O. Reg. 366/18, s. 10 (1).

(2) A crack is deemed to be in a state of repair if its width or depth is less than or equal to 5 cm. O. Reg. 366/18, s. 10 (1).

TABLE  
CRACKS

Column 1 Class of Highway	Column 2 Time
1	30 days
2	30 days
3	60 days
4	180 days
5	180 days

O. Reg. 366/18, s. 10 (2).

**Debris**

9. (1) If there is debris on a roadway, the standard is to deploy resources, as soon as practicable after becoming aware of the fact, to remove the debris. O. Reg. 239/02, s. 9 (1); O. Reg. 366/18, s. 11.

(2) In this section,

“debris” means any material (except snow, slush or ice) or object on a roadway,

(a) that is not an integral part of the roadway or has not been intentionally placed on the roadway by a municipality, and

(b) that is reasonably likely to cause damage to a motor vehicle or to injure a person in a motor vehicle. O. Reg. 239/02, s. 9 (2); O. Reg. 47/13, s. 9.

**Luminaires**

10. (0.1) REVOKED: O. Reg. 366/18, s. 12.

(1) The standard for the frequency of inspecting all luminaires to check to see that they are functioning is once per calendar year, with each inspection taking place not more than 16 months from the previous inspection. O. Reg. 366/18, s. 12.

(2) For conventional illumination, if three or more consecutive luminaires on the same side of a highway are not functioning, the standard is to repair the luminaires within the time set out in the Table to this section after becoming aware of the fact. O. Reg. 366/18, s. 12.

(3) For conventional illumination and high mast illumination, if 30 per cent or more of the luminaires on any kilometre of highway are not functioning, the standard is to repair the luminaires within the time set out in the Table to this section after becoming aware of the fact. O. Reg. 366/18, s. 12.

(4) Despite subsection (2), for high mast illumination, if all of the luminaires on consecutive poles on the same side of a highway are not functioning, the standard is to deploy resources as soon as practicable after becoming aware of the fact to repair the luminaires. O. Reg. 366/18, s. 12.

(5) Despite subsections (1), (2) and (3), for conventional illumination and high mast illumination, if more than 50 per cent of the luminaires on any kilometre of a Class 1 highway with a speed limit of 90 kilometres per hour or more are not functioning, the standard is to deploy resources as soon as practicable after becoming aware of the fact to repair the luminaires. O. Reg. 366/18, s. 12.

(6) Luminaires are deemed to be in a state of repair,

(a) for the purpose of subsection (2), if the number of non-functioning consecutive luminaires on the same side of a highway does not exceed two;

(b) for the purpose of subsection (3), if more than 70 per cent of luminaires on any kilometre of highway are functioning;

(c) for the purpose of subsection (4), if one or more of the luminaires on consecutive poles on the same side of a highway are functioning;

(d) for the purpose of subsection (5), if more than 50 per cent of luminaires on any kilometre of highway are functioning. O. Reg. 366/18, s. 12.

(7) In this section,

“conventional illumination” means lighting, other than high mast illumination, where there are one or more luminaires per pole;

“high mast illumination” means lighting where there are three or more luminaires per pole and the height of the pole exceeds 20 metres;

“luminaire” means a complete lighting unit consisting of,

(a) a lamp, and

(b) parts designed to distribute the light, to position or protect the lamp and to connect the lamp to the power supply. O. Reg. 239/02, s. 10 (7).

TABLE  
LUMINAIRES

Class of Highway	Time
1	7 days
2	7 days
3	14 days
4	14 days
5	14 days

**Signs**

**11.** (0.1) The standard for the frequency of inspecting signs of a type listed in subsection (2) to check to see that they meet the retro-reflectivity requirements of the Ontario Traffic Manual is once per calendar year, with each inspection taking place not more than 16 months from the previous inspection. O. Reg. 23/10, s. 7 (1); O. Reg. 47/13, s. 11 (1); O. Reg. 366/18, s. 13.

(0.2) A sign that has been inspected in accordance with subsection (0.1) is deemed to be in a state of repair with respect to the retro-reflectivity requirements of the Ontario Traffic Manual until the next inspection in accordance with that subsection, provided that the municipality does not acquire actual knowledge that the sign has ceased to meet these requirements. O. Reg. 47/13, s. 11 (2).

(1) If any sign of a type listed in subsection (2) is illegible, improperly oriented, obscured or missing, the standard is to deploy resources as soon as practicable after becoming aware of the fact to repair or replace the sign. O. Reg. 239/02, s. 11 (1); O. Reg. 23/10, s. 7 (2); O. Reg. 366/18, s. 13.

(2) This section applies to the following types of signs:

1. Checkerboard.
2. Curve sign with advisory speed tab.
3. Do not enter.
- 3.1 Load Restricted Bridge.
- 3.2 Low Bridge.
- 3.3 Low Bridge Ahead.
4. One Way.
5. School Zone Speed Limit.
6. Stop.
7. Stop Ahead.
8. Stop Ahead, New.
9. Traffic Signal Ahead, New.
10. Two-Way Traffic Ahead.
11. Wrong Way.
12. Yield.
13. Yield Ahead.
14. Yield Ahead, New. O. Reg. 239/02, s. 11 (2); O. Reg. 23/10, s. 7 (3).

**Regulatory or warning signs**

**12.** (1) The standard for the frequency of inspecting regulatory signs or warning signs to check to see that they meet the retro-reflectivity requirements of the Ontario Traffic Manual is once per calendar year, with each inspection taking place not more than 16 months from the previous inspection. O. Reg. 23/10, s. 8; O. Reg. 47/13, s. 12 (1); O. Reg. 366/18, s. 13.

(1.1) A regulatory sign or warning sign that has been inspected in accordance with subsection (1) is deemed to be in a state of repair with respect to the retro-reflectivity requirements of the Ontario Traffic Manual until the next inspection in accordance with that subsection, provided that the municipality does not acquire actual knowledge that the sign has ceased to meet these requirements. O. Reg. 47/13, s. 12 (2).

(2) If a regulatory sign or warning sign is illegible, improperly oriented, obscured or missing, the standard is to repair or replace the sign within the time set out in the Table to this section after becoming aware of the fact. O. Reg. 23/10, s. 8; O. Reg. 366/18, s. 13.

(3) In this section,

“regulatory sign” and “warning sign” have the same meanings as in the Ontario Traffic Manual, except that they do not include a sign listed in subsection 11 (2) of this Regulation. O. Reg. 23/10, s. 8.

TABLE  
REGULATORY AND WARNING SIGNS

Class of Highway	Time
1	7 days
2	14 days

3	21 days
4	30 days
5	30 days

O. Reg. 239/02, s. 12, Table.

**Traffic control signal systems**

**13.** (1) If a traffic control signal system is defective in any way described in subsection (2), the standard is to deploy resources as soon as practicable after becoming aware of the defect to repair the defect or replace the defective component of the traffic control signal system. O. Reg. 239/02, s. 13 (1); O. Reg. 366/18, s. 13.

(2) This section applies if a traffic control signal system is defective in any of the following ways:

1. One or more displays show conflicting signal indications.
2. The angle of a traffic control signal or pedestrian control indication has been changed in such a way that the traffic or pedestrian facing it does not have clear visibility of the information conveyed or that it conveys confusing information to traffic or pedestrians facing other directions.
3. A phase required to allow a pedestrian or vehicle to safely travel through an intersection fails to occur.
4. There are phase or cycle timing errors interfering with the ability of a pedestrian or vehicle to safely travel through an intersection.
5. There is a power failure in the traffic control signal system.
6. The traffic control signal system cabinet has been displaced from its proper position.
7. There is a failure of any of the traffic control signal support structures.
8. A signal lamp or a pedestrian control indication is not functioning.
9. Signals are flashing when flashing mode is not a part of the normal signal operation. O. Reg. 239/02, s. 13 (2).

(3) Despite subsection (1) and paragraph 8 of subsection (2), if the posted speed of all approaches to the intersection or location of the non-functioning signal lamp or pedestrian control indication is less than 80 kilometres per hour and the signal that is not functioning is a green or a pedestrian “walk” signal, the standard is to repair or replace the defective component by the end of the next business day. O. Reg. 239/02, s. 13 (3); O. Reg. 366/18, s. 13.

(4) In this section and section 14,

“cycle” means a complete sequence of traffic control indications at a location;

“display” means the illuminated and non-illuminated signals facing the traffic;

“indication” has the same meaning as in the *Highway Traffic Act*;

“phase” means a part of a cycle from the time where one or more traffic directions receive a green indication to the time where one or more different traffic directions receive a green indication;

“power failure” means a reduction in power or a loss in power preventing the traffic control signal system from operating as intended;

“traffic control signal” has the same meaning as in the *Highway Traffic Act*;

“traffic control signal system” has the same meaning as in the *Highway Traffic Act*. O. Reg. 239/02, s. 13 (4).

**Traffic control signal system sub-systems**

**14.** (1) The standard is to inspect, test and maintain the following traffic control signal system sub-systems once per calendar year, with each inspection taking place not more than 16 months from the previous inspection:

1. The display sub-system, consisting of traffic signal and pedestrian crossing heads, physical support structures and support cables.
2. The traffic control sub-system, including the traffic control signal cabinet and internal devices such as timer, detection devices and associated hardware, but excluding conflict monitors.
3. The external detection sub-system, consisting of detection sensors for all vehicles, including emergency and railway vehicles and pedestrian push- buttons. O. Reg. 239/02, s. 14 (1); O. Reg. 47/13, s. 13 (1); O. Reg. 366/18, s. 13.

(1.1) A traffic control signal system sub-system that has been inspected, tested and maintained in accordance with subsection (1) is deemed to be in a state of repair until the next inspection in accordance with that subsection, provided that the municipality does not acquire actual knowledge that the traffic control signal system sub-system has ceased to be in a state of repair. O. Reg. 47/13, s. 13 (2).

(2) The standard is to inspect, test and maintain conflict monitors every five to seven months and at least twice per calendar year. O. Reg. 239/02, s. 14 (2); O. Reg. 47/13, s. 13 (3); O. Reg. 366/18, s. 13.

(2.1) A conflict monitor that has been inspected, tested and maintained in accordance with subsection (2) is deemed to be in a state of repair until the next inspection in accordance with that subsection, provided that the municipality does not acquire actual knowledge that the conflict monitor has ceased to be in a state of repair. O. Reg. 47/13, s. 13 (4).

(3) In this section,

“conflict monitor” means a device that continually checks for conflicting signal indications and responds to a conflict by emitting a signal. O. Reg. 239/02, s. 14 (3).

**Bridge deck spalls**

**15.** (1) If a bridge deck spall exceeds both the surface area and depth set out in the Table to this section, the standard is to repair the bridge deck spall within the time set out in the Table after becoming aware of the fact. O. Reg. 239/02, s. 15 (1); O. Reg. 366/18, s. 13.

(2) A bridge deck spall is deemed to be in a state of repair if its surface area or depth is less than or equal to that set out in the Table. O. Reg. 239/02, s. 15 (2); O. Reg. 47/13, s. 14.

(3) In this section,

“bridge deck spall” means a cavity left by one or more fragments detaching from the paved surface of the roadway or shoulder of a bridge. O. Reg. 239/02, s. 15 (3).

TABLE  
BRIDGE DECK SPALLS

Class of Highway	Surface Area	Depth	Time
1	600 cm <sup>2</sup>	8 cm	4 days
2	800 cm <sup>2</sup>	8 cm	4 days
3	1,000 cm <sup>2</sup>	8 cm	7 days
4	1,000 cm <sup>2</sup>	8 cm	7 days
5	1,000 cm <sup>2</sup>	8 cm	7 days

O. Reg. 239/02, s. 15, Table.

**Roadway surface discontinuities**

**16.** (1) If a surface discontinuity on a roadway, other than a surface discontinuity on a bridge deck, exceeds the height set out in the Table to this section, the standard is to repair the surface discontinuity within the time set out in the Table after becoming aware of the fact. O. Reg. 23/10, s. 9; O. Reg. 366/18, s. 13.

(1.1) A surface discontinuity on a roadway, other than a surface discontinuity on a bridge deck, is deemed to be in a state of repair if its height is less than or equal to the height set out in the Table to this section. O. Reg. 47/13, s. 15.

(2) If a surface discontinuity on a bridge deck exceeds five centimetres, the standard is to deploy resources as soon as practicable after becoming aware of the fact to repair the surface discontinuity on the bridge deck. O. Reg. 23/10, s. 9; O. Reg. 366/18, s. 13.

(2.1) A surface discontinuity on a bridge deck is deemed to be in a state of repair if its height is less than or equal to five centimetres. O. Reg. 47/13, s. 15.

(3) In this section,

“surface discontinuity” means a vertical discontinuity creating a step formation at joints or cracks in the paved surface of the roadway, including bridge deck joints, expansion joints and approach slabs to a bridge. O. Reg. 23/10, s. 9.

TABLE  
SURFACE DISCONTINUITIES

Class of Highway	Height	Time
1	5 cm	2 days
2	5 cm	2 days
3	5 cm	7 days
4	5 cm	21 days
5	5 cm	21 days

O. Reg. 239/02, s. 16, Table.

**Sidewalk surface discontinuities**

**16.1** (1) The standard for the frequency of inspecting sidewalks to check for surface discontinuity is once per calendar year, with each inspection taking place not more than 16 months from the previous inspection. O. Reg. 23/10, s. 10; O. Reg. 47/13, s. 16 (1); O. Reg. 366/18, s. 13.

(1.1) A sidewalk that has been inspected in accordance with subsection (1) is deemed to be in a state of repair with respect to any surface discontinuity until the next inspection in accordance with that subsection, provided that the municipality does not acquire actual knowledge of the presence of a surface discontinuity in excess of two centimetres. O. Reg. 47/13, s. 16 (2).

(2) If a surface discontinuity on or within a sidewalk exceeds two centimetres, the standard is to treat the surface discontinuity within 14 days after acquiring actual knowledge of the fact. O. Reg. 366/18, s. 14.

(2.1) REVOKED: O. Reg. 366/18, s. 14.

(3) A surface discontinuity on or within a sidewalk is deemed to be in a state of repair if it is less than or equal to two centimetres. O. Reg. 366/18, s. 14.

(4) For the purpose of subsection (2), treating a surface discontinuity on or within a sidewalk means taking reasonable measures to protect users of the sidewalk from the discontinuity, including making permanent or temporary repairs, alerting users' attention to the discontinuity or preventing access to the area of discontinuity. O. Reg. 366/18, s. 14.

(5) In this section,

“surface discontinuity” means a vertical discontinuity creating a step formation at any joint or crack in the surface of the sidewalk or any vertical height difference between a utility appurtenance found on or within the sidewalk and the surface of the sidewalk. O. Reg. 366/18, s. 14.

#### **Encroachments, area adjacent to sidewalk**

**16.2** (1) The standard for the frequency of inspecting an area adjacent to a sidewalk to check for encroachments is once per calendar year, with each inspection taking place not more than 16 months from the previous inspection. O. Reg. 366/18, s. 15.

(2) The area adjacent to a sidewalk that has been inspected in accordance with subsection (1) is deemed to be in a state of repair in respect of any encroachment present. O. Reg. 366/18, s. 15.

(3) For greater certainty, the area adjacent to a sidewalk begins at the outer edges of a sidewalk and ends at the lesser of the limit of the highway, the back edge of a curb if there is a curb and a maximum of 45 cm. O. Reg. 366/18, s. 15.

(4) The area adjacent to a sidewalk is deemed to be in a state of repair in respect of any encroachment present unless the encroachment is determined by a municipality to be highly unusual given its character and location or to constitute a significant hazard to pedestrians. O. Reg. 366/18, s. 15.

(5) If a municipality determines that an encroachment is highly unusual given its character and location or constitutes a significant hazard to pedestrians, the standard is to treat the encroachment within 28 days after making such a determination, and the encroachment is deemed in a state of repair for 28 days from the time of the determination by the municipality. O. Reg. 366/18, s. 15.

(6) For the purpose of subsection (4), treating an encroachment means taking reasonable measures to protect users, including making permanent or temporary repairs, alerting users' attention to the encroachment or preventing access to the area of the encroachment. O. Reg. 366/18, s. 15.

#### **Snow accumulation on sidewalks**

**16.3** (1) Subject to section 16.4, the standard for addressing snow accumulation on a sidewalk after the snow accumulation has ended is,

- a) to reduce the snow to a depth less than or equal to 8 centimetres within 48 hours; and
- b) to provide a minimum sidewalk width of 1 metre. O. Reg. 366/18, s. 15.

(2) If the depth of snow accumulation on a sidewalk is less than or equal to 8 centimetres, the sidewalk is deemed to be in a state of repair in respect of snow accumulation. O. Reg. 366/18, s. 15.

(3) If the depth of snow accumulation on a sidewalk exceeds 8 centimetres while the snow continues to accumulate, the sidewalk is deemed to be in a state of repair with respect to snow accumulation, until 48 hours after the snow accumulation ends. O. Reg. 366/18, s. 15.

(4) For the purposes of this section, the depth of snow accumulation on a sidewalk may be determined in the same manner as set out in subsection 4 (4) and by the persons mentioned in subsection 4 (3) with necessary modifications. O. Reg. 366/18, s. 15.

(5) For the purposes of this section, addressing snow accumulation on a sidewalk includes,

- (a) plowing the sidewalk;
- (b) salting the sidewalk;
- (c) applying abrasive materials to the sidewalk;
- (d) applying other chemical or organic agents to the sidewalk; or
- (e) any combination of the methods described in clauses (a) to (d). O. Reg. 366/18, s. 15.

#### **Snow accumulation on sidewalks, significant weather event**

**16.4** (1) If a municipality declares a significant weather event relating to snow accumulation, the standard for addressing snow accumulation on sidewalks until the declaration of the end of the significant weather event is,

- (a) to monitor the weather in accordance with section 3.1; and
- (b) if deemed practicable by the municipality, to deploy resources to address snow accumulation on sidewalks starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 15.

(2) If the municipality complies with subsection (1), all sidewalks within the municipality are deemed to be in a state of repair with respect to any snow present until 48 hours following the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 15.

(3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,

- (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
- (b) address snow accumulation on sidewalks in accordance with section 16.3. O. Reg. 366/18, s. 15.

#### **Ice formation on sidewalks and icy sidewalks**

**16.5** (1) Subject to section 16.6, the standard for the prevention of ice formation on sidewalks is to,

- (a) monitor the weather in accordance with section 3.1 in the 24-hour period preceding an alleged formation of ice on a sidewalk; and
- (b) treat the sidewalk if practicable to prevent ice formation or improve traction within 48 hours if the municipality determines that there is a substantial probability of ice forming on a sidewalk, starting from the time that the municipality determines is the appropriate time to deploy resources for that purpose. O. Reg. 366/18, s. 15.

(2) If ice forms on a sidewalk even though the municipality meets the standard set out in subsection (1), the sidewalk is deemed to be in a state of repair in respect of ice until 48 hours after the municipality first becomes aware of the fact that the sidewalk is icy. O. Reg. 366/18, s. 15.

(3) The standard for treating icy sidewalks after the municipality becomes aware of the fact that a sidewalk is icy is to treat the icy sidewalk within 48 hours, and an icy sidewalk is deemed to be in a state of repair for 48 hours after it has been treated. O. Reg. 366/18, s. 15.

(4) For the purposes of this section, treating a sidewalk means applying materials including salt, sand or any combination of salt and sand to the sidewalk. O. Reg. 366/18, s. 15.

#### **Icy sidewalks, significant weather event**

**16.6** (1) If a municipality declares a significant weather event relating to ice, the standard for addressing ice formation or ice on sidewalks until the declaration of the end of the significant weather event is,

- (a) to monitor the weather in accordance with section 3.1; and
- (b) if deemed practicable by the municipality, to deploy resources to treat the sidewalks to prevent ice formation or improve traction, or treat the icy sidewalks, starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 15.

(2) If the municipality complies with subsection (1), all sidewalks within the municipality are deemed to be in a state of repair with respect to any ice which forms or is present until 48 hours after the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 15.

(3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,

- (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
- (b) address the prevention of ice formation on sidewalks or treat icy sidewalks in accordance with section 16.5. O. Reg. 366/18, s. 15.

#### **Winter sidewalk patrol**

**16.7** (1) If it is determined by the municipality that the weather monitoring referred to in section 3.1 indicates that there is a substantial probability of snow accumulation on sidewalks in excess of 8 cm, ice formation on sidewalks or icy sidewalks, the standard for patrolling sidewalks is to patrol sidewalks that the municipality selects as representative of its sidewalks at intervals deemed necessary by the municipality. O. Reg. 366/18, s. 15.

(2) Patrolling a sidewalk consists of visually observing the sidewalk, either by driving by the sidewalk on the adjacent roadway or by driving or walking on the sidewalk or by electronically monitoring the sidewalk, and may be performed by persons responsible for patrolling roadways or sidewalks or by persons responsible for performing roadway or sidewalk maintenance activities. O. Reg. 366/18, s. 15.

**Closure of a highway**

**16.8** (1) When a municipality closes a highway or part of a highway pursuant to its powers under the Act, the highway is deemed to be in a state of repair in respect of all conditions described in this Regulation from the time of the closure until the highway is re-opened by the municipality. O. Reg. 366/18, s. 15.

(2) For the purposes of subsection (1), a highway or part of a highway is closed on the earlier of,

- (a) when a municipality passes a by-law to close the highway or part of the highway; and
- (b) when a municipality has taken such steps as it determines necessary to temporarily close the highway or part of a highway. O. Reg. 366/18, s. 15.

**Declaration of significant weather event**

**16.9.** A municipality declaring the beginning of a significant weather event or declaring the end of a significant weather event under this Regulation shall do so in one or more of the following ways:

- 1. By posting a notice on the municipality's website.
- 2. By making an announcement on a social media platform, such as Facebook or Twitter.
- 3. By sending a press release or similar communication to internet, newspaper, radio or television media.
- 4. By notification through the municipality's police service.
- 5. By any other notification method required in a by-law of the municipality. O. Reg. 366/18, s. 15.

**REVIEW OF REGULATION****Review**

**17.** (1) The Minister of Transportation shall conduct a review of this Regulation and Ontario Regulation 612/06 (Minimum Maintenance Standards for Highways in the City of Toronto) made under the *City of Toronto Act, 2006* every five years. O. Reg. 613/06, s. 2.

(2) Despite subsection (1), the first review after the completion of the review started before the end of 2007 shall be started five years after the day Ontario Regulation 23/10 is filed. O. Reg. 23/10, s. 11.

**18.** OMITTED (PROVIDES FOR COMING INTO FORCE OF PROVISIONS OF THIS REGULATION). O. Reg. 239/02, s. 18.

Back to top

## Appendix I – Training Records



# Record of Training

This statement certifies that the below named individual has successfully completed the in-house Winter Operations Training program as required by the Corporation of the City of Temiskaming Shores Winter Operations Plan.

The Winter Operations Training program is comprised of the following modules:

- Equipment Circle Check
- Equipment Calibration
- Record Keeping
- Health and Safety
- Level of Service - policies, practices and procedures
- Identification of Plow Routes - including variations for year to year and issues identified along the route
- De-icing chemicals - application rates, storage and handling
- Identification of road salt vulnerable areas and the procedures to follow in those areas
- Yard and Equipment maintenance

Employee Name (Print)\_\_\_\_\_

Employee Signature\_\_\_\_\_

Date\_\_\_\_\_

Trainer Signature\_\_\_\_\_

Supervisor Signature\_\_\_\_\_



## Record of Training – Patrol Person

This certifies that \_\_\_\_\_ (employee name) has successfully completed the in-house Winter Operations - Night Patroller Training as required by the Corporation of the City of Temiskaming Shores Winter Operations Plan.

The Winter Operations - Patroller Training workshop includes the following modules:

- Weather monitoring and forecasting results including: Road Weather Information System, Value Added Meteorological Service, eutectic temperature, pavement temperature, dew point
- Winter Schedules
- Record Keeping
- Health and Safety
- Level of Service - policies, practices and procedures
- Identification of Plow Routes - including variations for year to year and issues identified along the route
- De-icing chemicals - usage, application rates, storage and handling
- Identification of road salt vulnerable areas and the procedures to follow in those areas
- Call-out procedures
- Emergency contacts
- Yard and Equipment maintenance

Employee Name (Print)\_\_\_\_\_

Employee Signature\_\_\_\_\_

Date of Training\_\_\_\_\_

Trainer Signature\_\_\_\_\_

Supervisor Signature\_\_\_\_\_

## Appendix J – Call-out Charts

## Call-out Chart “ROADS”

FORECAST	CALL-OUT RESPONSE			
STORM SEVERITY	CLASS 2	CLASS 3	CLASS 4	CLASS 5
Less than 5 cm	After storm has ended and after becoming aware that the snow accumulation is <b>greater than 5 cm</b> call-out plows and clear the snow <b>within 6 hours</b> .  No call-out of sander unless roads become slippery	No requirement for clearing of snow.  No call-out of sander unless roads become slippery	No requirement for clearing of snow.  No call-out of sander unless roads become slippery	No requirement for clearing of snow.  No call-out of sander unless roads become slippery
More than 5 cm	While storm continues, call-out plow operations as soon as practicable after becoming aware that the snow accumulation is greater than 5 cm.  After storm has ended, and after becoming aware that the snow accumulation is greater than 5 cm clear the snow within 6 hours  No call-out of sander unless roads become slippery	While storm continues, call-out plow operations as soon as practicable after becoming aware that the snow accumulation is <b>greater than 8 cm</b> .  After storm has ended, and after becoming aware that the snow accumulation is <b>greater than 8 cm</b> <b>clear the snow within 12 hours</b>  No call-out of sander unless roads become slippery.	While storm continues, call-out plow operations as soon as practicable after becoming aware that the snow accumulation is <b>greater than 8 cm</b> .  After storm has ended, and after becoming aware that the snow accumulation is <b>greater than 8 cm</b> <b>clear the snow within 16 hours</b>  No call-out of sander unless roads become slippery	While storm continues, call-out plow operations as soon as practicable after becoming aware that the snow accumulation is <b>greater than 10 cm</b> .  After storm has ended, and after becoming aware that the snow accumulation is <b>greater than 10 cm</b> <b>clear the snow within 24 hours</b>  No call-out of sander unless roads become slippery
Sleet and freezing rain	Call-out sander if road conditions permit	Call-out sander if road conditions permit	Call-out sander if road conditions permit	Call-out sander if road conditions permit

It is understood that conditions may occur which temporarily prevent achieving the level of service specified above.

## Call-out Chart “SIDEWALKS”

FORECAST	CALL-OUT RESPONSE	
Storm Severity	Priority 1 – Downtown Areas	Priority 2 – Side Streets
Up to 10 cm	<p>After storm has ended, and after becoming aware that the snow accumulation is <b>greater than 10 cm call-out plows and clear the snow within 24 hours</b></p> <p>No call-out of sander unless sidewalks become slippery</p>	<p>No requirement for snow clearing operations.</p> <p>Priority 2 sidewalks will not be serviced until the completion of Priority 1 sidewalks have met their service level and may also be delayed by other winter control roads requirements.</p> <p>No call-out of sander unless sidewalks become slippery</p>
More than 10 cm	<p>While storm continues, call-out plow operations as soon as practicable after becoming aware that the snow accumulation is <b>greater than 10 cm.</b></p> <p>After storm has ended, and after becoming aware that the snow accumulation is <b>greater than 10 cm clear the snow within 24 hours</b></p> <p>No call-out of sander unless sidewalks become slippery</p>	<p>While storm continues, call-out plow operations as soon as practicable after becoming aware that the snow accumulation is <b>greater than 15 cm.</b></p> <p>Priority 2 sidewalks will not be serviced until the completion of Priority 1 sidewalks have met their service level and may also be delayed by other winter control roads requirements.</p> <p>No call-out of sander unless sidewalks become slippery</p>
Sleet and freezing rain	Call-out sander if sidewalk conditions permit	Call-out sander if sidewalk conditions permit

It is understood that conditions may occur which temporarily prevent achieving the level of service specified above.

## Call-out Chart “SNOW REMOVAL”

FORECAST	CALL-OUT RESPONSE	
Snow Accumulation	Priority 1 - Downtown areas	Priority 2 - Side streets
Up to <b>60 cm</b> snow bank	No requirement for snow removal operations	No requirement for snow removal operations
Up to <b>120 cm</b> snow bank	<p>After storm has ended and the city's plowing and sanding requirements have been satisfied, and after becoming aware that the snow bank accumulation is greater than <b>60 cm</b>, removal operations shall begin.</p> <p>The winter control plan indicates a downtown street removal route numbered from 1 to 21 which suggests an importance level and will be used as a guide to operations.</p> <p>Due to traffic and pedestrian congestion, this work may be required to be completed during the night shift. Deviation from this will be approved by the Director or his designate.</p> <p>Snow removal in downtown areas will have priority over side streets.</p> <p>It is understood that conditions may occur which temporarily prevent achieving the level of service specified.</p>	<p>After storm has ended and the city's plowing and sanding requirements have been satisfied, and after becoming aware that the snow bank accumulation is greater than <b>120 cm</b>, removal operations shall begin.</p> <p>Intersections will receive service when it is deemed by the road supervisor to pose a hazard to vehicular traffic.</p>
Sleet and freezing rain	Call-out sander if conditions permit	Call-out sander if conditions permit

It is understood that conditions may occur which temporarily prevent achieving the level of service specified above.

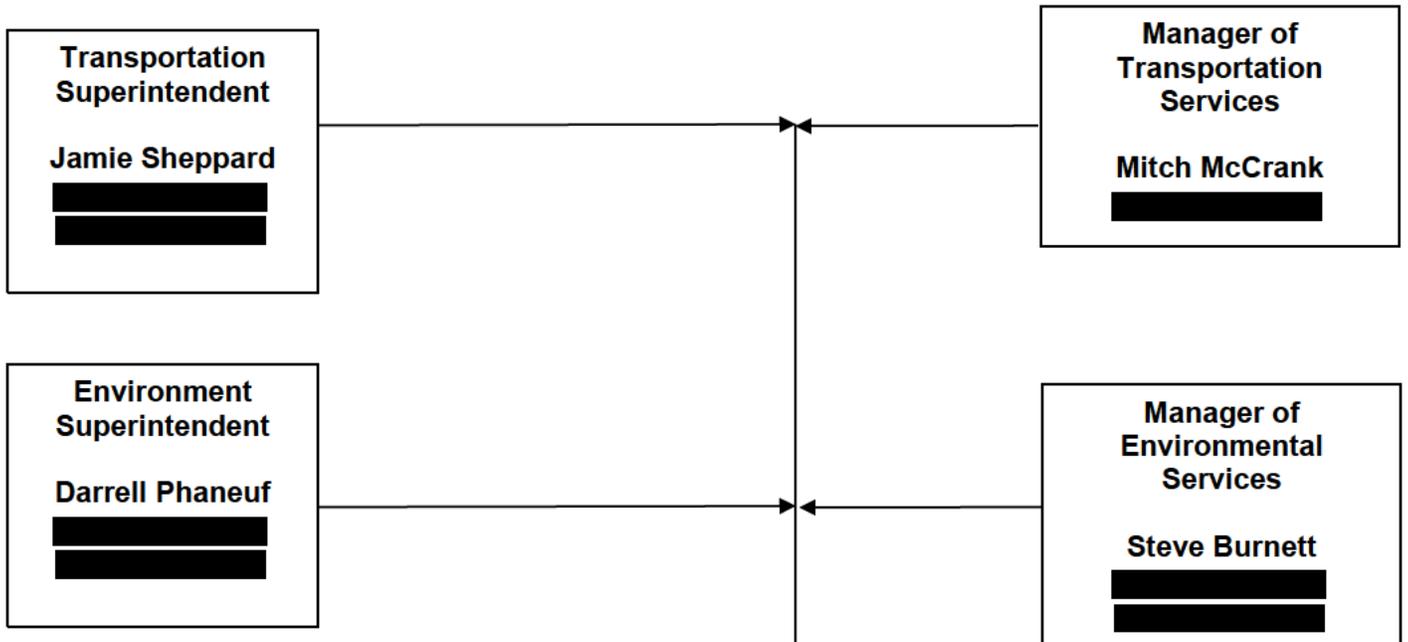
**NOTE:** One 8 hour night shift removes +/- 2,700 cubic meters of snow

## Appendix K – PW Notice Charts

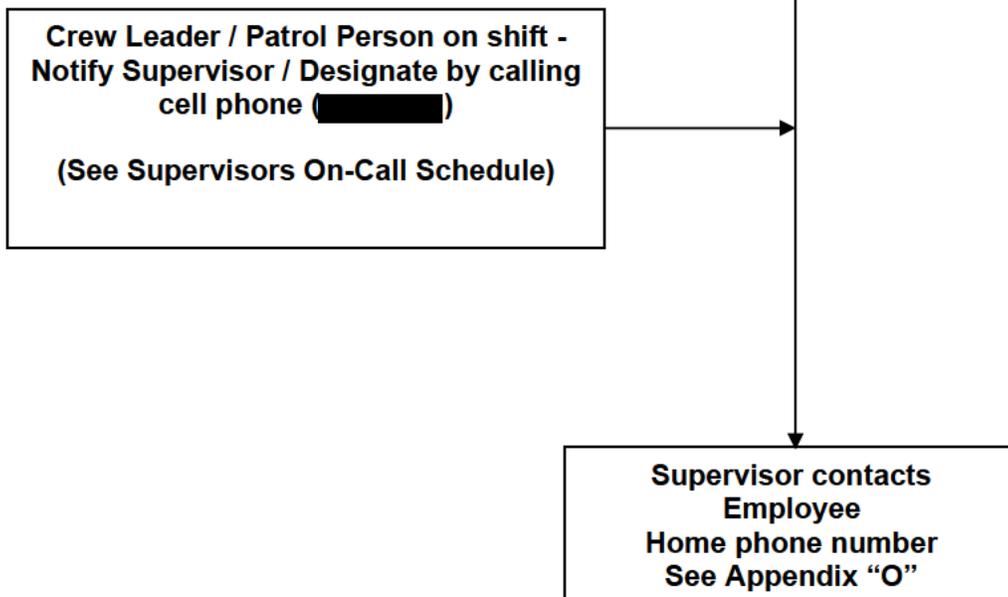
# Public Works Department Operations Division

## Winter Control Notification FLOW CHART

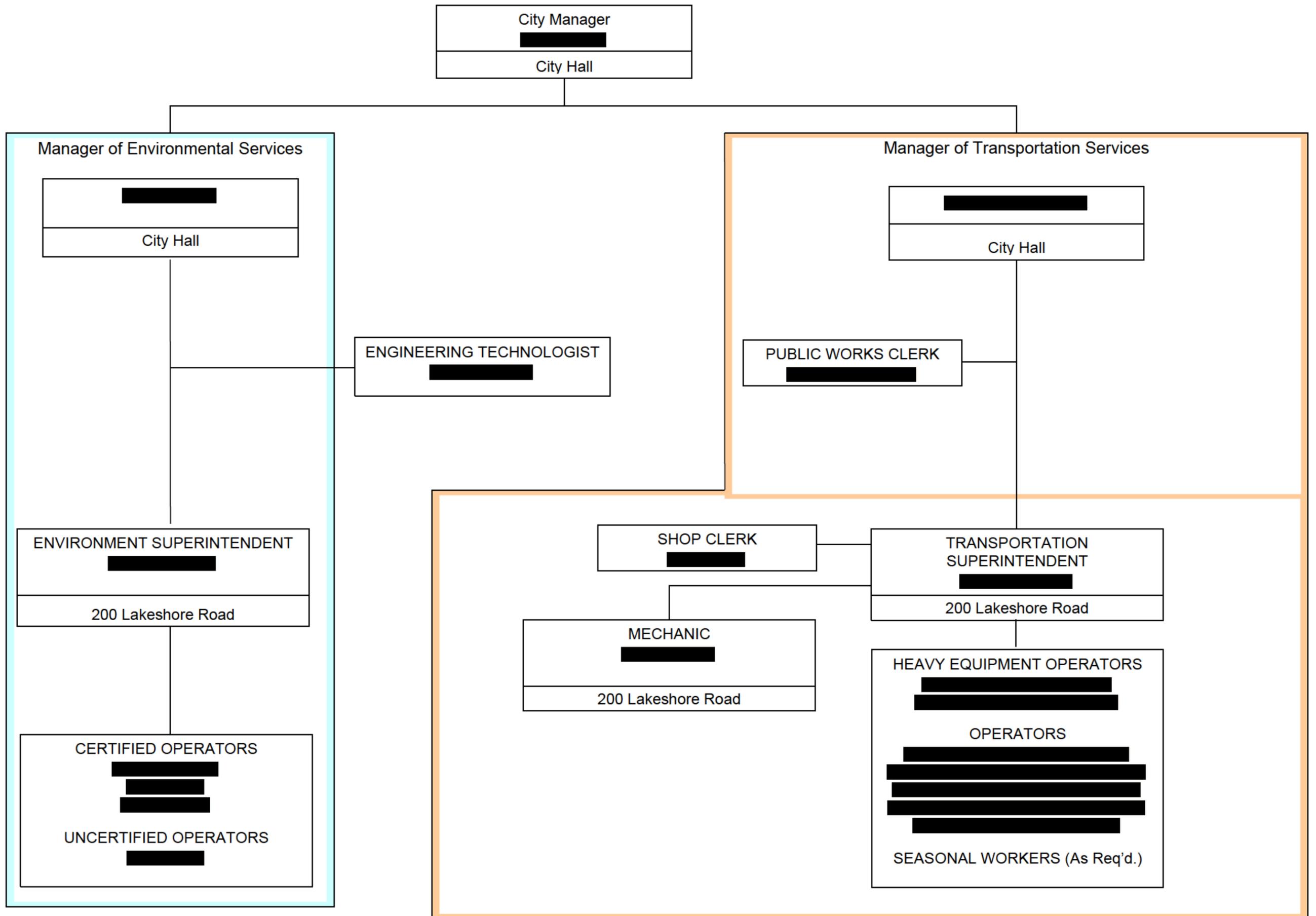
### Monday - Friday



### Afternoon Shifts, Evening Shifts, Saturday – Sunday – Statutory Holiday

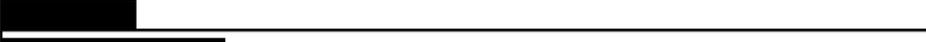
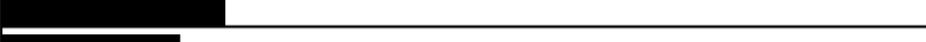
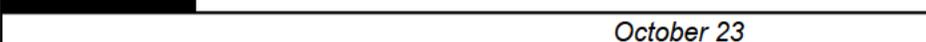


## Appendix L – PW Org. Chart



## Appendix M – Shift Partners

# City of Temiskaming Shores

2023 - 24 Winter Operations Plan	
Shift Partners	
Crew One	
	
	
	
	
Crew Two	
	
	
	
	
Crew Three	
	
	
	
	
Crew Four	
	
	
	
	
Dayshift	Afternoon Patrol - 
	
	
	
	
	
	
	

October 23

## Appendix N – Shift Schedule

**November**

			30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30		
22:00 - 6:30																																				
6:30 - 15:00			1,2,3,4	1,2,3,4	1,2,3,4	1,2,3,4	1,2,3,4																													
15:00 - 23:30																																				

**December**

			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
22:00 - 6:30			4A	4A	2	2	2	2	2	2	1D	1D	3	3	3	3	3	2D	2D	4	4	4	4	4	4	3D	3D			1	1	1	4D	4D
6:30 - 15:00			2,3,4	4B	4B	1,3,4	1,3,4	1,3,4	1,3,4	1,3,4	1C	1C	1,2,4	1,2,4	1,2,4	1,2,4	1,2,4	2C	2C	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3	3C	AP*		2, 4	2,3,4	2,3,4	3	4C	4C	
15:00 - 23:30			AP	4C	4C	AP	AP	AP	AP	AP	1E	1E	AP	AP	AP	AP	AP	2E	2E	AP	AP	AP	AP	AP	3E		AP	AP	AP	3E	4E	AP**		

**January**

22:00 - 6:30			2	2	2	2	1B	1B	3	3	3	3	3	3	2B	2B	4	4	4	4	4	4	4	3B	3B	1	1	1	1	1	4B	4B	2	2	2	2
6:30 - 15:00			1,3,4	1,3,4	1,3,4	1,3,4	1E	1E	1,2,4	1,2,4	1,2,4	1,2,4	1,2,4	2E	2E	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3	3E	3E	2,3,4	2,3,4	2,3,4	2,3,4	2,3,4	4E	4E	1,3,4	1,3,4	1,3,4				
15:00 - 23:30			AP	AP	AP	AP	1D	1D	AP	AP	AP	AP	AP	2D	2D	AP	AP	AP	AP	AP	3D	3D	AP	AP	AP	AP	AP	4D	4D	AP	AP	AP	AP	AP		

**February**

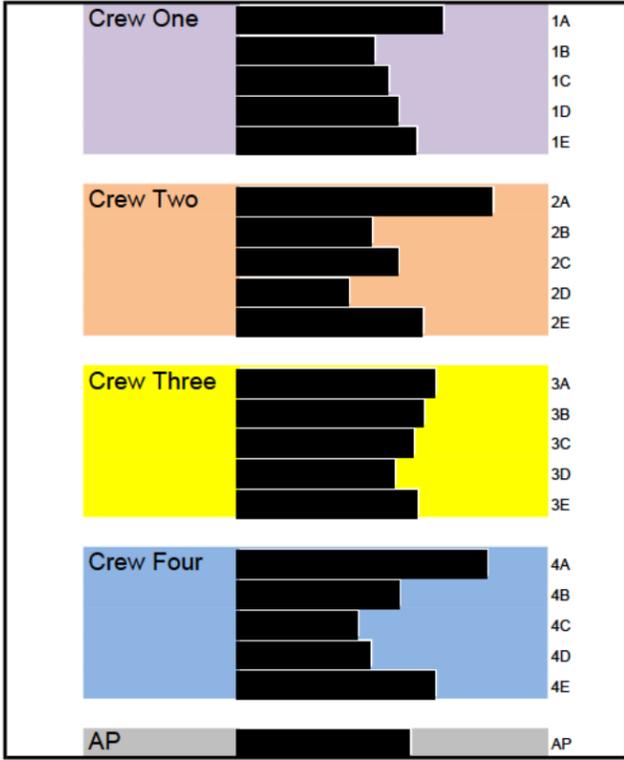
22:00 - 6:30			2	1C	1C	3	3	3	3	3	3	2C	2C	4	4	4	4	4	4	3C	3C	1	1	1	1	4C	4C	2	2	2	2	2	2	2	
6:30 - 15:00			1,3,4	1,3,4	1A	1A	1,2,4	1,2,4	1,2,4	1,2,4	1,2,4	2A	2A	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3	3A	3A			2,3,4	2,3,4	2,3,4	2,3,4	4A	4A	1,3,4	1,3,4	1,3,4	1,3,4		
15:00 - 23:30			AP	AP	1B	1B	AP	AP	AP	AP	AP	2B	2B	AP	AP	AP	AP	AP	3B	3B			AP	AP	AP	AP	4B	4B	AP	AP	AP	AP	AP	AP	

**March**

22:00 - 6:30			1E	1E	3	3	3	3	3	3	2E	2E	4	4	4	4	4	4	3E	3E	1	1	1	1	1	4E	4E	2	2	2	2	2	2	1D	1D
6:30 - 15:00			1,3,4	1D	1D	1,2,4	1,2,4	1,2,4	1,2,4	1,2,4	2D	2D	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3	3D	3D	2,3,4	2,3,4	2,3,4	2,3,4	2,3,4	4D	4D	1,3,4	1,3,4	1,3,4	1,3,4	1C	1C		
15:00 - 23:30			AP	1A	1A	AP	AP	AP	AP	AP	2A	2A	AP	AP	AP	AP	AP	AP	3A	3A	AP	AP	AP	AP	AP	4A	4A	AP	AP	AP	AP	AP	AP	1E	1E

**April**

22:00 - 6:30			3	3	3	3	2D	2D																											
6:30 - 15:00			1,2,4	1,2,4	1,2,4	1,2,4	2C	2C	1,2,3,4	1,2,3,4	1,2,3,4	1,2,3,4																							
15:00 - 23:30			AP	AP	AP	AP	2E	2E																											



**\*Christmas**  
 3D works night shift Dec. 23. @ 630 am 3D gives on-call phone to AP  
 AP carries phone and patrols, as required, 24 afternoon, 25, and 26  
 AP gives phone to Crew 2/4 coming on day shift on the 27

**\*\*New Year's**  
 4C works day shift New years eve. @3pm he gives the phone to AP  
 AP carries phone and patrols, as required, 31 afternoon and Jan 1 day  
 AP gives phone to Crews coming in on day shift on the 2nd

**Family Day**  
 3B works Afternoon Sunday Feb 18th.  
 Ap carries phone and patrols as required 19  
 Gives phone to Crew 1 coming in on nights

**Easter**  
 AP Holds Phone March 28th after their AP shift  
 AP carries phone and patrols, as required, March 29 until 1D comes in on Nights.  
 1E holds phone after their Sunday shift until Monday nightshift comes in.

Appendix O – Staff Contact  
Information (Private & Confidential  
Information to be available through  
Clerks office)

## Appendix P – Telephone System

City of Temiskaming Shores

Telephone System - Winter Operations 2023 - 2024						
Item	Day	Time	Action		Comments	
			Roads	W/S		
1	First point of Contact is 705-647-6220 if busy or after hours will prompt to Press "3" or transfer automatically to 705-648-5575					
2	Sunday 11:01 p.m. to Friday 3:00 p.m.	6:31 am to 3:00 pm	705-647-6220	705-648-3240	When main line is busy General voice mail Leave a message or press #3 should direct to 648-5575	705-647-6220 with a message
		3:01 pm to 11:30 pm	705-648-5575		General message system Landfill hours, roads, water to On call "person" Phone voice mails Leave a message or press #3 should direct to 648-5575	message in phone
		11:01 pm to 7:30 am	705-648-5575		General message system to On Duty "Night" phone Phone voice mail Leave a message or press #3 should direct to 648-5575	message in phone
3	Friday 3:01 p.m. to Sunday 11:00 p.m.	3:01 pm to 11:30 pm	705-648-5575		General message system to On Duty "Day" phone Phone voice mail Leave a message or press #3 should direct to 648-5575	message in phone
		11:00 pm to 7:30 am	705-648-5575		General message system to On Duty "Night" phone Phone voice mail Leave a message or press #3 should direct to 648-5575	message in phone
		7:00 am to 3:30 pm	705-648-5575		General message system to On Duty "Day" phone Phone voice mail Leave a message or press #3 should direct to 648-5575	message in phone
4	Secondary Contact	24 Hours per day			Manager of Environmental Services Manager of Transportation Services Leave a message or text if no response	

## Memo

**To:** Mayor and Council  
**From:** Mathew Bahm, Director of Recreation  
**Date:** October 3, 2023  
**Subject:** NOHFC People and Talent Agreement  
**Attachments:** Proposed Agreement

---

Mayor and Council:

At the June 6, 2023 Committee-of-the-Whole Meeting, Council received report RS-013-2023 – NOHFC Internship Update which outlined the options for the City after the departure of our Energy and Climate Change Coordinator. Staff recommend that a Request for Replacement application be submitted to the NOHFC which, if approved, would provide the City an additional 12 months of funding for this position.

As per resolution 2023-190, City staff submitted a Request for Replacement application to the Northern Ontario Heritage Fund Corporation (NOHFC) on July 11, 2023.

The application was considered and approved by the NOHFC and will provide the City with \$35,000 to continue the employment of an Energy and Climate Change Coordinator. This position has been instrumental in moving forward our goals to decarbonize and spend less money on energy for municipal operations.

The legal funding agreement was recently received by the City, and staff are recommending that Council accept the agreement as presented at the October 17, 2023 Regular Council meeting.

Prepared by:

Reviewed and submitted for  
Council's consideration by:

*"Original signed by"*

*"Original signed by"*

---

Mathew Bahm  
Director of Recreation

---

Amy Vickery  
City Manager

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

**By-law No. 2023-000**

**Being a by-law to enter into a Conditional Contribution Agreement with the Northern Ontario Heritage Fund Corporation (NOHFC) for a replacement intern in the Energy and Climate Change Coordinator position (one-year)**

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

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

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

**Whereas** Council considered Administrative Report No. RS-013-2023 at the June 6, 2023 Committee of the Whole Meeting, and directed staff to submit a Request for Replacement application to the NOHFC People and Talent - Workforce Development Stream to hire an Energy and Climate Change Coordinator within the Recreation Department for a period of one-year; and

**Whereas** Council considered Memo No. 020-2023-RS at the October 3, 2023 Committee of the Whole meeting regarding the approval of the Request for Replacement application, and directed staff to prepare the necessary by-law to enter into a conditional contribution agreement with the Northern Ontario Heritage Fund Corporation (NOHFC) for a replacement intern in the Energy and Climate Change Coordinator position, for a one-year period in the amount of \$35,000.

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

1. That the Mayor and Clerk be authorized to enter into a conditional contribution agreement with the Northern Ontario Heritage Fund Corporation for a replacement intern in the Energy and Climate Change Coordinator position, for a one-year period in the amount of \$35,000, a copy of which is attached hereto as Schedule "A" and forming part of this by-law; and
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 17<sup>th</sup> day of October 2023.

---

Mayor

---

Clerk

DRAFT



Schedule "A" to

**By-law No. 2023-000**

Being a funding Agreement between

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

and

**Northern Ontario Heritage Fund Corporation (NOHFC)**

For an Energy and Climate Change Coordinator position  
(One-year)

September 14, 2023

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

325 Farr Drive, PO Box 2050

Haileybury Ontario P0J 1K0

Attention: Mathew Bahm, Director of Recreation

E-mail: [mbahm@temiskamingshores.ca](mailto:mbahm@temiskamingshores.ca)

Dear Mathew Bahm:

The proposed contract attached is being delivered to you in connection with your request for a replacement intern in accordance with your previous agreement with NOHFC for NOHFC File Number **7400916** (the “**Previous Agreement**”). The replacement intern is referred to as the “intern” in this letter and the documents that follow.

Enclosed are:

- The proposed contract between THE CORPORATION OF THE CITY OF TEMISKAMING SHORES (the Employer) and Northern Ontario Heritage Fund Corporation (NOHFC)
- An electronic funds transfer (EFT) form

Please note that you need to have hired your intern and entered the intern’s actual start date of the Work Term in Section B of Schedule A of the proposed contract prior to signing it. The Work Term may not commence prior to **June 23, 2023**. The Work Term will then run for 56 weeks after the start date that you insert. The intern must be provided with 52 weeks of paid work within the 56-week Work Term.

If you have not yet hired your intern, please hold onto this proposed contract until you have done so. If your intern has not started the internship by **August 11, 2024**, your funding approval will expire, NOHFC will not sign the proposed contract, and your file will be closed. However, you may submit a new funding application under the *People & Talent Program*, which will be evaluated in the normal course in accordance with NOHFC’s usual guidelines and criteria.

Once you have hired your intern and entered the start date for the Work Term in Section B of Schedule A of the proposed contract, please return to NOHFC:

- The proposed contract, signed by an authorized signing officer(s) of the Employer
- Completed and signed EFT form
- Void cheque, or signed or stamped bank letter, to verify banking information

Please return the completed documents to NOHFC electronically by e-mail to [NOHFC.FinancialServicesUnit@ontario.ca](mailto:NOHFC.FinancialServicesUnit@ontario.ca), no later than 30 days after the start date of the Work Term. If you require assistance to send your documents electronically, please [click here](#).

NOHFC will not disburse any funds until, among other requirements, a fully signed contract is in place and NOHFC has received the completed EFT form and satisfactory banking information.

For your records, one fully signed version of the contract will be returned to your organization after it is signed by NOHFC.

If you have any questions regarding your internship or need any of this documentation in a different format, please contact your project officer, Shelley LeBoeuf by telephone at 705-992-4823 or by e-mail at [shelley.leboeuf@ontario.ca](mailto:shelley.leboeuf@ontario.ca).

Sincerely,

A handwritten signature in blue ink, appearing to read "John Guerard". The signature is fluid and cursive, with the first name "John" being more prominent than the last name "Guerard".

John Guerard  
Executive Director  
c. Shelley LeBoeuf  
Enclosures

This **CONDITIONAL CONTRIBUTION AGREEMENT** is made effective as of the first day of the Work Term

**B E T W E E N:**        **NORTHERN ONTARIO HERITAGE FUND CORPORATION**  
a corporation existing under the laws of Ontario  
(“**NOHFC**”)

**A N D:**                **THE CORPORATION OF THE CITY OF TEMISKAMING SHORES**  
a municipality existing under the laws of Ontario  
(the “**Employer**”)

**WHEREAS** the Employer sought financial assistance from NOHFC to hire an intern to fill the Position, and entered into a conditional contribution agreement with NOHFC for such financial assistance under NOHFC File Number 7400916 (the “**Previous Agreement**”);

**AND WHEREAS** the Employer advised NOHFC that the intern under the Previous Agreement left the Position prior to the end of the work term thereunder, and that the Employer wished to hire a replacement intern for the Position in accordance with the terms of the Previous Agreement;

**AND WHEREAS** NOHFC wishes to continue to provide financial assistance towards the Eligible Costs of the Position, in the form of a conditional contribution, subject to the terms and conditions of this Agreement;

**NOW THEREFORE** in consideration of mutual promises and agreements contained in this Agreement and other good and valuable consideration, the parties agree as follows:

## 1. Interpretation

1.1. This agreement, together with:

Schedule A - Position Details;

Schedule B - Request for Reimbursement Form; and

Schedule C - Final Report;

and any agreement entered into as provided for in Section 15.2 having the effect of amending the foregoing,

(the “**Agreement**”) constitutes the entire agreement between the parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations, understandings and agreements.

1.2. In this Agreement, the following capitalized terms have the meanings set out below:

(a) “**Actual Wages**” means gross salary or wages paid by the Employer to the Intern for a maximum of 52 weeks of work during the Work Term, including statutory holiday pay, but excluding all MERCs;

(b) “**Contribution**” means the conditional contribution payable by NOHFC to the Employer in accordance with this Agreement;

- (c) **“Eligible Candidate”** means an individual who:
- (i) Intentionally deleted,
  - (ii) is either a new entrant into the workforce, is transitioning to a new career, or is unemployed or underemployed and is entering a new field,
  - (iii) has not previously participated in NOHFC’s People & Talent Program,
  - (iv) is at least 18 years of age,
  - (v) resides in Northern Ontario,
  - (vi) is legally entitled to work in Canada, and
  - (vii) unless NOHFC has granted its prior written consent otherwise, is not a child, sibling, parent or spouse of, or is not cohabitating with:
    - A. the Employer (if the Employer is an individual),
    - B. any person involved in the Employer’s hiring procedures or the Employer’s decision-making, which is deemed to include directors, officers and/or partners of the Employer and the supervisor of the Intern, or
    - C. any person who has an ownership interest in the Employer;
- (d) **“Eligible Costs”** means (i) the Actual Wages, and (ii) 15% of the Actual Wages, representing MERCs;
- (e) **“Final Report”** means a completed and duly executed final report in the form of Schedule C;
- (f) **“Intern”** means the Eligible Candidate hired to fill the Position through a fair and transparent selection process;
- (g) **“Maximum Funds”** means the maximum amount payable to the Employer under this Agreement, which is the lesser of:
- (i) the NOHFC Percentage of Eligible Costs, and
  - (ii) the amount set out in the column entitled “Maximum NOHFC Contribution” in the table in Section C of Schedule A;
- (h) **“MERCs”** means mandatory employment related costs required to be paid or remitted by the Employer in accordance with applicable law (including mandatory minimum vacation pay, employer’s contributions to employment insurance and the Canadian Pension Plan, employer health tax, and Workplace Safety and Insurance Board premiums), but excluding statutory holiday pay;
- (i) **“NOHFC Percentage”** means the percentage of Eligible Costs reimbursable by NOHFC under this Agreement, as set out in the column entitled “NOHFC % of Eligible Costs” in the table in Section C of Schedule A;
- (j) **“Northern Ontario”** means the territorial districts of Algoma, Cochrane, Kenora, Manitoulin, Nipissing, Parry Sound, Rainy River, Sudbury, Thunder Bay, and Timiskaming;

- (k) “**Position**” means the internship position described in Section A of Schedule A;
- (l) “**Position Details**” means all of the information contained on Schedule A which, for clarity, includes the internship position description in Section A, the Work Term in Section B, and the financial information in Section C;
- (m) “**Provincial Entity**” means His Majesty the King in right of Ontario or any “public entity” (as defined in the *Financial Administration Act* (Ontario) R.S.O. 1990, c. F.12);
- (n) “**Request for Reimbursement**” means a request for the disbursement of a portion of the Contribution to reimburse Eligible Costs, which request is completed and duly executed in the form of Schedule B, and is accompanied by documentation satisfactory to NOHFC evidencing the payment of the Intern’s gross salary or wages claimed for the period covered in the request for reimbursement form;
- (o) “**Reports**” means any information, including accounts, data, and projections, as NOHFC may request from time to time, but excludes the Final Report; and
- (p) “**Work Term**” means the term of the Position set out in Section B of Schedule A.

1.3. For the purpose of interpretation:

- (a) the words “include”, “includes”, and “including” are used to indicate nonexclusive examples and not that the parties intended such examples to be an exhaustive list; and
- (b) any reference to dollars or currency shall be to Canadian dollars or currency.

## 2. Term

- 2.1. The term of this Agreement shall commence as of the first day of the Work Term and shall expire (unless terminated earlier in accordance with its terms) after all of the following have occurred: (i) receipt by NOHFC of the final Request for Reimbursement and Final Report (each in form and substance satisfactory to NOHFC); and (ii) NOHFC has made its final disbursement of funds under this Agreement.

## 3. Position and Hiring

- 3.1. The Employer shall hire, employ and pay the Intern for 52 weeks during the Work Term. At all times, the Employer shall remain responsible for training, supervising, and paying the Intern.
- 3.2. The Employer shall not make any changes to the Position Details without the prior written consent of NOHFC.
- 3.3. The Employer shall provide direct, onsite supervision to the Intern unless NOHFC provides its prior written consent to an alternative arrangement.
- 3.4. The Employer shall promptly notify NOHFC if the Intern will no longer be working in the Position at any time prior to having completed 52 weeks of paid work.

- 3.5. The Contribution shall be acknowledged by the Employer on all reports, press releases, public statements, and publications pertaining to the Position or the Intern.

#### **4. Contribution**

- 4.1. Subject to the terms and conditions of this Agreement, NOHFC shall provide the Contribution to reimburse the Employer for Eligible Costs up to the amount of the Maximum Funds.
- 4.2. Subject to the terms and conditions of this Agreement, the Contribution shall be provided as follows:
- (a) The Contribution will be disbursed in two instalments, each such instalment relating to Eligible Costs claimed for 26 weeks of paid work, provided that NOHFC has received (in form and substance satisfactory to NOHFC) the following items in respect of each request for a disbursement of the Contribution:
    - (i) a Request for Reimbursement;
    - (ii) a Final Report, if such request is the final request for disbursement; and
    - (iii) any other Reports requested by NOHFC.
  - (b) Notwithstanding Subsection 4.2(a), NOHFC may, in its sole and absolute discretion, increase the number of instalments in which it disburses the Contribution to the Employer (which, for greater certainty, shall in no way increase the amount of the Contribution), and may require the Employer to submit additional Requests for Reimbursement or Reports as conditions precedent to disbursing funds in such manner.
- 4.3. Subject to the terms and conditions of this Agreement, NOHFC shall deposit the funds electronically into an account designated by the Employer in writing, provided that the account resides at a Canadian financial institution and is in the name of the Employer. Notwithstanding the foregoing, NOHFC may, in its sole and absolute discretion, issue a cheque in the Employer's name as an alternative to the electronic deposit of funds.
- 4.4. The Employer shall notify NOHFC if the Employer receives any government funding towards the Eligible Costs from sources other than NOHFC. NOHFC may in its discretion reduce the amount of the Contribution by an amount equal to the amount of any additional government funding received by the Employer.
- 4.5. If the Employer for any reason receives funds from NOHFC in excess of what is provided for in this Agreement, the excess amount shall be a debt due and repayable by the Employer to NOHFC in accordance with Section 12.1 of this Agreement.

#### **5. Reports**

- 5.1. The Employer shall prepare and submit to NOHFC (in form and substance satisfactory to NOHFC):
- (a) a Final Report within 60 days of the end of the Work Term; and
  - (b) any other Reports requested by NOHFC.

## 6. Conditions Precedent to Disbursement

- 6.1. NOHFC's obligation to provide any disbursement of the Contribution under this Agreement is subject to the satisfaction of the following conditions precedent (in form and substance satisfactory to NOHFC):
- (a) NOHFC shall have received copies of the insurance certificate(s) as required by Section 10.3 and other documents as may be requested in Article 10;
  - (b) NOHFC shall have received such information about the Intern as it may reasonably require (but not any personal information, as defined in the *Freedom of Information and Protection of Privacy Act* (Ontario), unless the disclosure of such personal information has been consented to by the Intern), including any declaration or certification forms from the Intern and/or the Employer that NOHFC may require in order to verify that the Intern is an Eligible Candidate; and
  - (c) NOHFC shall have received a completed electronic funds transfer form authorizing NOHFC to deposit the funds into the Employer's designated bank account by way of electronic funds transfer.

## 7. Representations, Warranties, and Covenants

- 7.1. The Employer represents, warrants, and covenants that:
- (a) it has hired the Intern through a fair and transparent selection process, which includes having publicly posted the job advertisement for the internship, and it will provide a copy of the publicly posted job advertisement to NOHFC at its request;
  - (b) it is, and shall remain during the term of this Agreement, a validly existing legal entity with full power to enter into and fulfill its obligations under this Agreement, and it has taken all necessary action to authorize the execution, delivery, and performance of this Agreement;
  - (c) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to fulfill its obligations under the Agreement;
  - (d) all information provided in, or in support of, the Employer's application to NOHFC for funding related to this Agreement was, and shall remain during the term of this Agreement, true and complete in all material respects;
  - (e) it is, and shall remain during the term of this Agreement, in compliance with any and all laws, statutes, by-laws, ordinances, decrees, requirements, directives, orders, judgments, licenses, permits, codes, regulations, rules or other items having the force of law, and any applicable determinations, interpretations, rulings, orders, or decrees of any governmental authority or arbitrator that are legally binding at the time; and
  - (f) it is, and shall remain during the term of this Agreement, in compliance with all of its obligations to pay or remit, as required, MERCs to the applicable persons or authorities as contemplated by law.

## 8. Default

8.1. Each of the following constitutes an “**Event of Default**” under this Agreement:

- (a) if the Employer becomes bankrupt or insolvent, goes into receivership, or becomes the subject of any proceeding under, or applies for the benefit of, any statute relating to bankrupt or insolvent debtors, or in the sole opinion of NOHFC, otherwise faces serious financial difficulty;
- (b) an order is made, or resolution passed, for the winding up of the Employer, or the Employer is dissolved or, in the sole opinion of NOHFC, the nature of the Employer’s operations change such that the Employer no longer meets one or more of the applicable eligibility requirements of the NOHFC program under which it applied;
- (c) the Employer ceases to operate in Northern Ontario;
- (d) in the sole opinion of NOHFC, the Employer has submitted false or misleading information to NOHFC, or otherwise makes a misrepresentation to NOHFC, including in connection with the Employer’s application for funding, in a Request for Reimbursement, or at any other time;
- (e) if any representation or warranty provided to NOHFC (herein or otherwise, including in connection with the Employer’s application for funding) by, or on behalf of, the Employer is incorrect in any material respect on the date on which such representation or warranty was made;
- (f) if, in the sole opinion of NOHFC, the Employer breaches any covenant, or any other term or condition of this Agreement;
- (g) the Employer fails to comply with any term, condition, or obligation under any other agreement with NOHFC or a Provincial Entity; or
- (h) in the sole opinion of NOHFC, there is a material adverse change in risk.

8.2. Following the occurrence of any Event of Default, NOHFC may:

- (a) immediately suspend its obligation to make any further disbursements of the Contribution;
- (b) reduce the Maximum Funds;
- (c) cancel all further disbursements of the Contribution;
- (d) demand the repayment of an amount equal to that portion of the Contribution that NOHFC provided to the Employer;
- (e) terminate this Agreement without liability, penalty, or costs to NOHFC, which termination may take effect at any time specified by notice, including immediately; and/or
- (f) exercise any other rights or remedies available to it under applicable law.

Additionally, the Employer acknowledges that NOHFC may consider the Employer's performance of this Agreement, or any Event of Default hereunder, in connection with its evaluation of any future applications by the Employer or related parties for NOHFC funding.

## 9. Records and Monitoring

- 9.1. The Employer shall maintain, for a period of 7 years after the creation thereof, all records (both financial and non-financial, including invoices, books of account, and evidence of payment or remittance, as applicable, of Eligible Costs) relating to this Agreement, the Position Details, or the Intern in a manner consistent with generally accepted accounting procedures.
- 9.2. NOHFC, its authorized representatives or an independent auditor identified by NOHFC may, at its own expense, upon 24 hours' notice to the Employer and during normal business hours, enter upon the Employer's premises and the Intern's work site to review the progress of the Position and the Employer's expenditure of the Contribution, and for these purposes NOHFC, its authorized representatives or an independent auditor identified by NOHFC, may:
  - (a) inspect and copy the records and documents referred to above; and
  - (b) conduct an audit or investigation of the Employer in respect of the expenditure of the Contribution and/or the hiring, training, supervision and payment of the Intern.
- 9.3. To assist in respect of the rights set out above, the Employer shall disclose any information reasonably requested by NOHFC, its authorized representatives or an independent auditor identified by NOHFC, and shall do so in a form reasonably requested by NOHFC, its authorized representatives or an independent auditor identified by NOHFC, as the case may be.
- 9.4. For greater certainty, NOHFC's audit rights in this Agreement are in addition to any rights provided to the Auditor General pursuant to the *Auditor General Act* (Ontario).
- 9.5. If NOHFC or the Auditor General of Ontario believes that there are inaccuracies in or inconsistencies between any information submitted to NOHFC and the Employer's financial records and books of account, NOHFC or the Auditor General of Ontario may request, and the Employer shall provide at its own expense, an audit report from a public accountant licensed under the laws of Ontario. The audit report shall be satisfactory to NOHFC and/or the Auditor General of Ontario, as applicable, in form and content, and address:
  - (a) the Contribution received to date;
  - (b) the Eligible Costs incurred by the Employer to date;
  - (c) whether the Eligible Costs were incurred in accordance with this Agreement; and
  - (d) other financial information pertaining to this Agreement as may be reasonably specified in the request.
- 9.6. No provision of this Agreement shall be construed to give NOHFC any control whatsoever over the Employer's records or documents.

## 10. Indemnity and Insurance

- 10.1. The Employer shall indemnify and hold harmless Northern Ontario Heritage Fund Corporation and each of its officers, directors, advisors, agents, and representatives from and against any and all liability, losses, costs, damages, and expenses (including legal, expert, and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with this Agreement or otherwise in respect of the Employer, the Intern or the Position.
- 10.2. The Employer represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense (with insurers having a secure A.M. Best rating of B+ or greater or the equivalent), and that it has, and shall for the term of the Agreement, comply with the requirements of, all the necessary and appropriate insurance that a prudent person carrying out obligations similar to the obligations required of the Employer under this Agreement would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence, which commercial general liability policy shall include:
- (a) Northern Ontario Heritage Fund Corporation and each of its officers, directors, advisors, agents, and representatives as additional insureds with respect to liability arising in the course of performance of the Employer's obligations under, or otherwise in connection with, this Agreement;
  - (b) a cross-liability clause;
  - (c) contractual liability coverage; and
  - (d) a thirty (30) day written notice of cancellation or material change.
- 10.3. The Employer shall provide NOHFC with valid certificates of insurance, or other proof as may be requested by NOHFC, that confirms the insurance coverage as provided in Section 10.2. Further, upon request by NOHFC, the Employer shall make available to NOHFC a copy of each insurance policy.
- 10.4. Without limiting the terms of Subsection 7.1(e), if the Employer is subject to the *Workplace Safety and Insurance Act, 1997*, the Employer shall at all times throughout the employment of the Intern pay all amounts payable under such Act to the Workplace Safety and Insurance Board (WSIB) when they are due and, upon the request of NOHFC, shall deliver to NOHFC a copy of a current compliance certificate issued by the WSIB.

## 11. Termination on Notice

- 11.1. NOHFC may terminate this Agreement at any time and for any reason without liability, penalty, or costs upon giving at least 30 days' notice to the Employer.
- 11.2. If NOHFC terminates this Agreement pursuant to Section 11.1, NOHFC may cancel further instalments of the Contribution that would otherwise have been payable after the effective date of termination.

## 12. Repayment and Set Off

- 12.1. If the Employer owes any monies, including any portion of the Contribution, to NOHFC, whether or not their return or repayment has been demanded by NOHFC, such monies shall be deemed to be a debt due and owing to NOHFC by the Employer, and the Employer shall pay or return the amount to NOHFC immediately unless NOHFC directs otherwise. NOHFC may charge the Employer interest on any monies owing by the Employer at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 12.2. If the Employer is or becomes indebted to NOHFC under this or any other agreement between them, NOHFC shall have the right to set off the amount of such indebtedness against the amount owing to the Employer under this Agreement and to reduce the total amount of the Contribution payable to the Employer by such amount.

## 13. Acknowledgements

- 13.1. The Employer acknowledges that NOHFC is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario), as amended from time to time, and that any information provided to NOHFC in connection with the Position or otherwise in connection with this Agreement is subject to disclosure in accordance with that Act.
- 13.2. The Employer acknowledges that this Agreement is not an employment agreement, and that the Employer is not an agent, joint venturer, partner, or employee of NOHFC or any of its directors, officers, agents, advisors, or representatives, and the Employer shall not take any actions that could establish or imply such a relationship. The Employer further acknowledges that NOHFC has no responsibility for, no relationship with, and no liability for the actions of, the Intern.
- 13.3. The Employer acknowledges and confirms that it is solely responsible for the identification and recruitment of Eligible Candidates for the Position and the selection of the intern to fill the Position.
- 13.4. The Employer is responsible for any cost overruns related to the Position.

## 14. Notices

- 14.1. Any notices or communications to be given under this Agreement shall be in writing and shall be given by personal delivery, prepaid registered mail, courier service, fax, or e-mail and shall be addressed as follows (or as either party may otherwise designate to the other upon notice):

	<b>NOHFC</b>	<b>EMPLOYER</b>
<b>Full Legal Name</b>	Northern Ontario Heritage Fund Corporation	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
<b>Address</b>	70 Foster Drive, Suite 200 Sault St. Marie, Ontario P6A 6V8	325 Farr Drive, PO Box 2050 Haileybury Ontario P0J 1K0
<b>Contact Name</b>	John Guerard	Mathew Bahm
	Executive Director	Director of Recreation
<b>Facsimile</b>	1 (705) 945-6701	
<b>E-mail</b>	<a href="mailto:NOHFC.FinancialServicesUnit@ontario.ca">NOHFC.FinancialServicesUnit@ontario.ca</a>	mbahm@temiskamingshores.ca

- 14.2. Notices given by personal delivery, registered mail, or courier shall be deemed to have been given and received on the day of actual delivery thereof or, if such day is not a business day, then on the first business day thereafter. Any notice given by fax or e-mail on a business day before 4:00 p.m. shall be deemed to have been given and received on such business day, and otherwise shall be deemed to have been given and received on the first business day following transmission.

## 15. Other Terms and Conditions

- 15.1. The rights and obligations of the Employer under this Agreement are not assignable to any other person without the prior written consent of NOHFC, which consent may be withheld in NOHFC's sole discretion.
- 15.2. This Agreement may only be amended by: (i) a written agreement duly executed by the parties, or (ii) e-mail transmission, where the proposed amendments to the Agreement are set out in an e-mail by an authorized representative of NOHFC and an authorized representative of the Employer indicates its acceptance of the amendments by return e-mail.
- 15.3. The failure or delay by NOHFC in exercising any right or remedy with respect to any breach of this Agreement by the Employer shall not operate as a waiver or release thereof or of any other right or remedy. Any waiver must be in writing and signed by NOHFC to be effective and shall be limited only to the specific breach waived.
- 15.4. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision and any invalid provision shall be deemed to be severed.
- 15.5. All rights and obligations contained in this Agreement will extend to and be binding on the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- 15.6. The rights and remedies of NOHFC under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.
- 15.7. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Any actions or proceedings arising in connection with this Agreement shall be conducted in Ontario.

- 15.8. The provisions of this Agreement marked as Article 1, Section 3.4(b), Section 3.5, Section 4.4, Section 4.5, Section 8.1, Sections 8.2(d) and (f), Article 9, Section 10.1, Section 11.2, Article 12, Article 13, Article 14, Section 15.3, Section 15.4, Section 15.5, Section 15.6, Section 15.7, Section 15.8, Section 15.9 and Section 15.10 and all applicable definitions used, and provisions and schedules cross-referenced therein, shall survive any expiry, termination, or cancellation of this Agreement and continue in full force and effect for a period of 7 years thereafter.
- 15.9. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 15.10. This Agreement may be executed by electronic signature and delivered by facsimile or e-mail transmission, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The words “execution,” “signed,” “signature,” and similar words in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature.

**[Signature page follows]**

The parties have executed this Agreement as of the date first stated above.

**NORTHERN ONTARIO HERITAGE FUND  
CORPORATION**

---

Name: John Guerard  
Title: Executive Director

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

---

Name:  
Title:

---

Name:  
Title:

I/We have authority to bind the Employer.

**SCHEDULE A**

**POSITION DETAILS\*\***

**A. POSITION DESCRIPTION**

**TITLE:** Energy and Climate Change Coordinator

**DESCRIPTION:**

- Assist with the management of the City’s energy procurement program including maintenance of the Town’s energy management software and forecasting utility budgets.
- Develop and implement the City’s local climate action plan as required within the Partners for Climate Protection program.
- Manage the development of and coordinate the implementation of various strategies that focus on reducing municipal greenhouse gas emissions. This includes, but is not limited to, Corporate Green Fleet Strategies, Corporate Green Building Standards and Waste Management strategies.
- Manage the development of and coordinate the implementation of various strategies that focus on embedding climate change adaptation into the management of City owned assets and community spaces.
- Collaborate with the City’s Climate Change Committee, including planning, implementation, monitoring and reporting on the City’s progress within the Partner for Climate Protection Program.
- Identify, develop, implement and monitor grant applications, energy incentives and changes to applicable legislation.
- Network with other energy, sustainability and climate change professionals within public and private organizations.
- Perform other related duties as required to meet the needs of the organization.

**B. WORK TERM\***

<p><b>START DATE:</b></p> <p style="text-align: center;">August 29, 2023</p> <p>(INSERT INTERN’S ACTUAL START DATE ABOVE)</p>	<p><b>END DATE:</b></p> <p>THE DATE THAT IS <b>56 WEEKS</b> AFTER THE START DATE.</p> <p><b>NOTE: WEEKS ARE COUNTED IN 7-DAY INTERVALS.</b></p>
---	---

\* **Note:** Start date cannot be earlier than **June 23, 2023**

**C. FINANCIAL INFORMATION**

NUMBER OF WEEKS OF WORK	NUMBER OF HOURS OF WORK PER WEEK	HOURLY PAY RATE	WEEKLY WAGES (NOT INCLUDING MERCs)	TOTAL WAGES (NOT INCLUDING MERCs)	MERCs ELIGIBLE AMOUNT (15% OF TOTAL WAGES)	TOTAL WAGES (INCLUDING MERCs)	MAXIMUM NOHFC CONTRIBUTION	NOHFC % OF ELIGIBLE COSTS
<b>52</b>	<b>35</b>	<b>\$ 21.00</b>	<b>\$735.00</b>	<b>\$38,220.00</b>	<b>\$5,733.00</b>	<b>\$43,953.00</b>	<b>\$35,000.00</b>	<b>79.63%</b>

**\*\* Note:** Pursuant to Section 3.2, the Employer may not make any changes to the Position Details without NOHFC's prior written consent. For clarity, this includes not making any changes to the position description in Section A, the Work Term in Section B and the financial information in Section C of this Schedule A.

**SCHEDULE B**

**REQUEST FOR REIMBURSEMENT FORM**

*This request for reimbursement form should be completed by the Employer and returned to the project officer assigned to the Employer by NOHFC. It must be accompanied by documentation evidencing the payment of the Intern's gross salary or wages claimed for the period covered in this form (e.g. pay stubs, pay register, etc. showing gross wages and deductions; but noting that Excel spreadsheets, Payroll Deductions Online Calculator and bank statements are NOT acceptable as documentary evidence, unless accompanied by cancelled cheques for each pay period). If this is a final request for reimbursement, then a Final Report (Schedule C) must accompany this form.*

<b>General Information</b>	<b>Internship Claim</b>	
NOHFC File Number: <b>7410078</b>	1st Claim <input type="checkbox"/>	Final Claim <input type="checkbox"/>
Position: <b>Energy and Climate Change Coordinator</b>	Pay Period covered From: _____	Pay Period covered From: _____
Employment Start Date:	To: _____	To: _____
		Last Date Intern Worked: _____

<b>Employer Profile</b>	
Employer Name: <b>THE CORPORATION OF THE CITY OF TEMISKAMING SHORES</b>	Contact Name: _____
Contact Number(s): _____	

<b>Funding Calculations</b>
Maximum NOHFC Contribution: \$ _____
Claims to Date: \$ _____

**Claim Calculation (reference note below for Eligible Costs)**

(A)	(B)	(C)	(D)	(E)	(F)	Total Request for Disbursement (this claim)
Total Weeks Worked	Total Hours per Week	Hourly Pay Rate	Weekly Wages (not including MERCs)	Total Wages (not including MERCs)	15% added to Total Wages for MERCs	Total Request for Disbursement (this claim)
			(B) x (C)	(D) x (A)	(E) X 1.15	(F) x NOHFC Percentage*
_____ weeks	_____ hours	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

**\*Amount claimed in this Request for Reimbursement Form together with all previous disbursements to date cannot exceed the Maximum Funds.**

Note: **"Eligible Costs"** means (i) the Actual Wages, and (ii) 15% of the Actual Wages, representing MERCs,

where:

**"Actual Wages"** means gross salary or wages paid by the Employer to the Intern for a maximum of 52 weeks of work during the Work Term, including statutory holiday pay, but excluding all MERCs, and

**"MERCs"** means mandatory employment related costs required to be paid or remitted by the Employer in accordance with applicable law (including mandatory minimum vacation pay, employer's contributions to employment insurance and the Canadian Pension Plan, employer health tax, and Workplace Safety and Insurance Board premiums), but excluding statutory holiday pay.

**For Office Use Only**

Eligible Costs on this Claim: \$ _____	x	Percentage of Eligible Costs payable by NOHFC: _____ %	=	Amount Claimed from NOHFC: \$ _____
---	---	--	---	--

**Certification by Employer**

The undersigned hereby certifies that:

- (a) all expenditures reported in this form are Eligible Costs as defined in the Agreement;
- (b) the Employer is in compliance with all of its obligations to pay or remit, as required, MERCs to the applicable persons or authorities as contemplated by law;
- (c) the Intern is an Eligible Candidate;
- (d) the representations and warranties set forth in the Agreement are true and correct in all material respects on the date set out below;
- (e) no Event of Default has occurred and is continuing as of the date set out below; and
- (f) all of the Employer's obligations to date, as set out in the Agreement, have been satisfied.

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

By: \_\_\_\_\_

I have authority to bind the Employer.

\_\_\_\_\_

Name (Print)

\_\_\_\_\_

Date

\_\_\_\_\_

Title

**SCHEDULE C**

Final Report

**NOHFC File Number:** 7410078

**Employer:** THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

**Internship position title:** Energy and Climate Change Coordinator

This Final Report is provided pursuant to the Conditional Contribution Agreement between the Northern Ontario Heritage Fund Corporation and **THE CORPORATION OF THE CITY OF TEMISKAMING SHORES** in respect of NOHFC File Number **7410078**

---

Have the objectives of the Position been met? Please use Schedule A as a reference.

What is the employment status of the Intern hired under the program?

- Intern was hired by our organization
  
- Intern has secured employment at another organization:
  - In Northern Ontario
  - Outside Northern Ontario
  
- Intern returned to school
- Intern returned to the intern's home community
- The Employer cannot fund the position going forward
  
- None of the above – please explain: \_\_\_\_\_

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

By: \_\_\_\_\_

I have authority to bind the Employer.

\_\_\_\_\_

Date

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title

**NORTHERN ONTARIO HERITAGE FUND CORPORATION  
ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION FORM**

*\*\* to deposit funds into your account\*\**

PROJECT NUMBER: 7410078

EMPLOYER NAME (the "Employer"): THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

FINANCIAL INSTITUTION INFORMATION		
ACCOUNT HOLDER NAME		
FINANCIAL INSTITUTION		
FINANCIAL INSTITUTION ADDRESS		
CITY	PROVINCE	POSTAL CODE
TRANSIT # 5 DIGITS	BANK # 3 DIGITS	ACCOUNT # 7-12 DIGITS

**Cheque Example:**

00 1      1 2 3 4 5    008      1 2 3    4 5 6    7		
TRANSIT #	BANK #	ACCOUNT #

I hereby authorize Northern Ontario Heritage Fund Corporation to deposit funds electronically, pursuant to the loan and conditional contribution agreement or conditional contribution agreement (as the case may be) between NOHFC and Employer, into the bank account described above.

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Attach one of the following displaying your legal name and account information:

- Void Cheque
- Signed or stamped bank letter

Please note:

- A signed EFT form with void cheque is required for each project before a disbursement is made.
- Payment notifications and details are issued to Employer via automated e-mail:

E-mail Address: \_\_\_\_\_

*Note: Bank counter cheques or cheques with hand written information are not acceptable.*

Please e-mail this form and a copy of a void cheque to  
Northern Ontario Heritage Fund Corporation at [NOHFC.FinancialServicesUnit@ontario.ca](mailto:NOHFC.FinancialServicesUnit@ontario.ca).

## **Memo**

**To:** Mayor and Council  
**From:** Mathew Bahm, Director of Recreation  
**Date:** October 3, 2023  
**Subject:** DSMA Accessibility Project – Consultant Change Orders  
**Attachments:** 21-061 Change Order 01  
21-061 Change Order 02

---

Mayor and Council:

City staff have the following update regarding the Don Shepherdson Memorial Arena Accessibility Project. Work continues with our contractor, G & S Enterprises to finish all the outstanding deficiencies with the project.

A regular review of financials for this project found a process error regarding change orders. Change orders for work completed by our consultant should have been brought forward and approved by Council as one was above the 10% approval authority of staff and two were above the 5% approval authority of the Director of Recreation.

Change Order 01 was for \$8,350.00 and was necessary due to the project not being awarded in 2021 and subsequently being updated and tendered again in 2022. The change in cost for this part of the project was included in the overall project budget and in the information provided to Council at the May 17, 2022 Regular Council Meeting. However, it was not explicitly stated that the cost was an increase to the originally approved amount.

After the project was not awarded in 2021, staff were able to receive \$500,000 in funding from Fednor (later increased to \$750,000) for the project. To get the funding, the scope of the project needed to be expanded which necessitated additional design and project contract updates. Greenview Environmental was able to provide those additional services at the cost included within Change Order 01.

Change Order 02 is a culmination of costs incurred due to issues with the contractor for this project, G & S Enterprises.

The project was originally planned to be completed by September 1, 2022; however, we continue to have issues getting our contractor to complete certain aspects of the contract as agreed.

Considering these issues, the City has been incurring additional costs from our consultant, Greenview Environmental. These costs include additional engineering review time, additional site inspections and additional correspondence with the contractor.

The additional costs for this change order total \$14,847.00 over five invoices. Due to these costs being incurred from issues with the contractor, the City may be able to claim them from the project holdback at the final disbursement as per the terms of the contract signed with G & S Enterprises. A decision on whether to make this claim will be made at a later date once all deficiencies with the work performed are rectified.

The project remains within the overall project budget set by Council, including these additional costs for project design and administration.

Prepared by:

Reviewed and submitted for  
Council's consideration by:

*“Original signed by”*

---

Mathew Bahm  
Director of Recreation

*“Original signed by”*

---

Amy Vickery  
City Manager

## Contract Change Order

---

**Project Title:** DSMA Accessibility Contract Administration  
**Change Order No.:** 01  
**Contractor/Consultant:** Greenview Environmental Management  
**Contract Value:** \$ 53,320  
**By-Law No.:** 2021-061 **CO Value:** \$ 8,350.00  
**Date:** September 22, 2023 **Current Contract Value:** \$61,670.00

---

### **Project Description**

The City entered into an agreement with Greenview Environmental Management (GEM) through By-law No. 2021-061 for project tendering and contract administration services relating to the DSMA Accessibility project.

### **Description of Contract Change Order**

The project was originally tendered in 2021 however did not receive any qualifying bids. Staff were able to secure additional funding for the project and it was ultimately included in the 2022 capital budget. To ensure funding was received for the project staff had to increase the scope of the design which necessitated additional design work and contract updates from GEM. Those changes amounted to an increase in the original contract from \$53,320 to \$61,670.

### **Attachments**

Greenview Environmental Matrix and Fee Summary

Reviewed and recommended for  
approval by:

---

Mathew Bahm  
Director of Recreation



**Table 1**

Date: March 4, 2022

**Client:** City of Temiskaming Shores  
**Project:** Accessibility Upgrades - New Liskeard Arena

**Detailed Contribution Matrix & Fee Summary**

Task Description		Team Members						Total Fees	Total Disbursements	Total Costs
ID	Sub Task Description	PD \$180	SR ENG \$170	JR ENG \$130	CAD \$100	STECH \$97	ADM \$50			
<b>1.0</b>	<b>Task 1 - Work Planning, Project Management</b>									<b>\$2,370</b>
1.1	Work Plan Review, Update & Subconsulting (M&E)	2	1		1		2	\$730		\$730
1.2	Project Initiations, Management, Coordination	8					4	\$1,640		\$1,640
<b>2.0</b>	<b>Task 2 - Construction Document Updates &amp; Tendering</b>									<b>\$22,880</b>
2.1	New Design & Construction Document Updates (Drawings & Specifications) & Coordination	1	4		8		2	\$1,760	\$10,800	\$12,560
2.2	Construction Tender Preparation	1	1	12	4		4	\$2,510	\$600	\$3,110
2.3	Pre-Tender Site Meeting	14		2				\$2,780	\$900	\$3,680
2.4	Technical Review/Support During Tendering Period	4	1	4				\$1,410	\$1,200	\$2,610
2.5	Review Tenders & Issue Recommendation for Award	1	1	4			1	\$920		\$920
<b>3.0</b>	<b>Task 3 - Construction Contract Administration &amp; OBC General Review</b>									<b>\$36,420</b>
3.1	Prepare & Coordinate Formal Contract Documents for Execution	1		2			2	\$540	\$100	\$640
3.2	Construction Initiation Meeting	14						\$2,520		\$2,520
3.3	Facilitate Bi-Weekly Construction Progress Meetings (8 Weeks, Assume 5 Meetings, On-site)	10		70				\$10,900	\$4,500	\$15,400
3.4	OBC General Review (All Disciplines)	5		10				\$2,200	\$5,400	\$7,600
3.5	Facilitate RFIs, Contract Changes	4	2	4				\$1,580		\$1,580
3.6	Payment Certification & Substantial Performance Review	4		8				\$1,760		\$1,760
3.7	Commissioning, Training, Deficiency & Close-Out Review	2		18				\$2,700	\$900	\$3,600
3.8	Warranty Review (12 month)			14				\$1,820	\$1,500	\$3,320
<b>Staff Resource Summary</b>		61	9	148	12	0	9	\$33,400	\$25,900	
<b>Total (excluding HST)</b>										<b>\$61,670</b>

Notes:

---

<b>Project Title:</b>	<b>DSMA Accessibility Contract Administration</b>		
<b>Change Order No.:</b>	02		
<b>Contractor/Consultant:</b>	Greenview Environmental Management		
<b>Original Contract Value:</b>	\$ 53,320.00		
<b>Current Contract Value:</b>	\$ 61,670.00		
<b>By-Law No.:</b>	<b>2021-061</b>	<b>CO Value:</b>	\$ 14,847.00
<b>Date:</b> September 22, 2023		<b>New Contract Value:</b>	\$ 76,517.00

---

### **Project Description**

The City entered into an agreement with Greenview Environmental Management (GEM) through By-law No. 2021-061 for project tendering and contract administration services relating to the DSMA Accessibility project.

### **Description of Contract Change Order**

Due to ongoing issues with the contractor including delayed work, delayed submissions for required elements of the project and deficient shop drawing submissions, GEM has been required to provide additional services beyond the original scope of the work agreed to. The City may have the option to bill back these amounts to the contractor at the conclusion of the project as per the terms of the agreement between the City and G & S Enterprises.

### **Attachments**

GEM June 2022 Invoice #22-087

GEM July 2022 Invoice #22-094

GEM August 2022 Invoice #22-118

GEM September 2022 Invoice #22-129

GEM January 2023 Invoice #22-192

Reviewed and recommended for  
approval by:

---

Mathew Bahm  
Director of Recreation



## INVOICE

City of Temiskaming Shores  
 325 Farr Drive, PO Box 2050  
 Haileybury, Ontario  
 P0J 1K0

**Attention:** Matt Bahm  
 Director of Recreation

Period Ending: 30-Jun-22

**Accessibility Upgrades - Don Shepherdson Memorial Arena**

Invoice Number 22-087  
 Invoice Date 30-Jun-22  
**Project 170.22.002**  
**PO Number**  
 Customer 170  
 G.S.T. Number 839071743RT

Page 1 of 1

Manager Tyler Peters

Professional Services

Total % Complete

Task 1 - Work Planning, Project Management	100%	\$592.50
Task 2 - Construction Document Updates & Tendering	100%	\$0.00
Task 3 - Construction Contract Administration & OBC General Review	23%	\$5,218.00
Progress Meeting 01 - Jun22-22		
Site Report 01 - Jun22-22		
RFIs, PCs, COs		
Payment Review/Certification		

Additional Professional Services

Additional Resources for Deficient Submittal Reviews, Contractor Issues	\$3,830.00
Senior Engineer (10 hrs @ \$185/hr)	
Project Director (10 hrs @ \$185/hr)	
Administration (2 hrs @ \$65/hr)	

Total Costs This Invoice	\$9,640.50
HST (13%)	\$1,253.27
<b>Total Costs for Payment on Receipt</b>	<b>\$10,893.77</b>

Invoicing Summary

Proposed & Approved Professional Services	\$61,670.00
Professional Services Costs to Date	\$33,478.00
Additional Costs to Date	\$3,830.00

**We Appreciate Your Business**  
**Please Pay Upon Receipt**



## INVOICE

City of Temiskaming Shores  
 325 Farr Drive, PO Box 2050  
 Haileybury, Ontario  
 P0J 1K0

**Attention:** Matt Bahm  
 Director of Recreation

Period Ending: 31-Jul-22

**Accessibility Upgrades - Don Shepherdson Memorial Arena**

Invoice Number 22-094  
 Invoice Date 31-Jul-22  
**Project 170.22.002**  
**PO Number**  
 Customer 170  
 G.S.T. Number 839071743RT

Page 1 of 1

Manager Tyler Peters

Professional Services

Total % Complete

Task 1 - Work Planning, Project Management	100%	\$0.00
Task 2 - Construction Document Updates & Tendering	100%	\$0.00
Task 3 - Construction Contract Administration & OBC General Review Progress Meeting 02, 03 Site Reports 02, 03 RFIs, PCs, COs Payment Review/Certification	51%	\$10,436.00

Additional Professional Services

Additional Resources for Deficient Submittal Reviews, Contractor Issues Senior Engineer (24 hrs @ \$185/hr) Administration (2 hrs @ \$65/hr)		\$4,570.00
--	--	------------

Total Costs This Invoice	\$15,006.00
HST (13%)	\$1,950.78
<b>Total Costs for Payment on Receipt</b>	<b>\$16,956.78</b>

Invoicing Summary

Proposed & Approved Professional Services	\$61,670.00
Professional Services Costs to Date	\$43,914.00
Additional Costs to Date	\$8,400.00

**We Appreciate Your Business**  
**Please Pay Upon Receipt**



## INVOICE

City of Temiskaming Shores  
 325 Farr Drive, PO Box 2050  
 Haileybury, Ontario  
 P0J 1K0

**Attention:** Matt Bahm  
 Director of Recreation

Period Ending: 31-Aug-22

**Accessibility Upgrades - Don Shepherdson Memorial Arena**

Invoice Number 22-118  
 Invoice Date 31-Aug-22  
**Project 170.22.002**  
**PO Number**  
 Customer 170  
 G.S.T. Number 839071743RT

Page 1 of 1

Manager Tyler Peters

<u>Professional Services</u>	<u>Total % Complete</u>	
Task 1 - Work Planning, Project Management	100%	\$0.00
Task 2 - Construction Document Updates & Tendering	100%	\$0.00
Task 3 - Construction Contract Administration & OBC General Review Progress Meeting 04 Site Reports RFIs, PCs, COs Payment Review/Certification	66%	\$5,463.00

Additional Professional Services

Additional Resources for Deficient Submittal Reviews, Contractor Issues \$740.00  
*Senior Engineer (4 hrs @ \$185/hr)*  
*Administration (0 hrs @ \$65/hr)*

Total Costs This Invoice	\$6,203.00
HST (13%)	\$806.39
<b>Total Costs for Payment on Receipt</b>	<b>\$7,009.39</b>

Invoicing Summary

<i>Proposed &amp; Approved Professional Services</i>	\$61,670.00
<i>Professional Services Costs to Date</i>	\$49,377.00
<i>Additional Costs to Date</i>	\$9,140.00

**We Appreciate Your Business**  
**Please Pay Upon Receipt**



## INVOICE

City of Temiskaming Shores  
 325 Farr Drive, PO Box 2050  
 Haileybury, Ontario  
 P0J 1K0

**Attention:** Matt Bahm  
 Director of Recreation

Period Ending: 30-Sep-22

**Accessibility Upgrades - Don Shepherdson Memorial Arena**

Invoice Number 22-129  
 Invoice Date 30-Sep-22  
**Project 170.22.002**  
**PO Number**  
 Customer 170  
 G.S.T. Number 839071743RT

Page 1 of 1

Manager Tyler Peters

<u>Professional Services</u>	<u>Total % Complete</u>	
Task 1 - Work Planning, Project Management	100%	\$0.00
Task 2 - Construction Document Updates & Tendering	100%	\$0.00
Task 3 - Construction Contract Administration & OBC General Review Progress Meeting 04, 05, 06 Site Reports 04, 05 RFIs, PCs, COs Payment Review/Certification	82%	\$5,703.00

Additional Professional Services

Additional Resources for Deficient Submittal Reviews, Contractor Issues, Construction Delays \$2,617.00  
*Project Director / Senior Engineer (13 hrs @ \$185/hr)*  
*Administration (1 hrs @ \$65/hr)*

Total Costs This Invoice	\$8,320.00
HST (13%)	\$1,081.60
<b>Total Costs for Payment on Receipt</b>	<b>\$9,401.60</b>

Invoicing Summary

*Proposed & Approved Professional Services* \$61,670.00  
*Professional Services Costs to Date* \$55,080.00  
*Additional Costs to Date* \$11,757.00

**We Appreciate Your Business**  
**Please Pay Upon Receipt**



## INVOICE

City of Temiskaming Shores  
 325 Farr Drive, PO Box 2050  
 Haileybury, Ontario  
 P0J 1K0

**Attention:** Matt Bahm  
 Director of Recreation

Period Ending: 31-Jan-23

**Accessibility Upgrades - Don Shepherdson Memorial Arena**

Invoice Number 22-192  
 Invoice Date 31-Jan-23  
**Project 170.22.002**  
**PO Number**  
 Customer 170  
 G.S.T. Number 839071743RT

Page 1 of 1

Manager Tyler Peters

<u>Professional Services</u>	<u>Total % Complete</u>	
Task 1 - Work Planning, Project Management	100%	\$0.00
Task 2 - Construction Document Updates & Tendering	100%	\$0.00
Task 3 - Construction Contract Administration & OBC General Review	82%	\$0.00
Progress Meeting 04, 05, 06		
Site Reports 04, 05		
RFIs, PCs, COs		
Payment Review/Certification		

Additional Professional Services

Additional Resources for Deficient Submittal Reviews, Contractor Issues, Construction Delays \$3,090.00  
*Project Director / Senior Engineer (16 hrs @ \$185/hr)*  
*Administration (2 hrs @ \$65/hr)*

Total Costs This Invoice	\$3,090.00
HST (13%)	\$401.70
<b>Total Costs for Payment on Receipt</b>	<b>\$3,491.70</b>

Invoicing Summary

<i>Proposed &amp; Approved Professional Services</i>	\$61,670.00
<i>Professional Services Costs to Date</i>	\$55,080.00
<i>Additional Costs to Date</i>	\$14,847.00

**We Appreciate Your Business**  
**Please Pay Upon Receipt**

# Memo

**To:** Mayor and Council  
**From:** Mathew Bahm, Director of Recreation  
**Date:** October 3, 2023  
**Subject:** Recreation Operations Update (October)  
**Attachments:** Appendix 01 - Recreation Department Projects Tracking Sheet  
Appendix 02 – PFC Monthly Summary (August)

---

Mayor and Council:

Below is the monthly operational update from the Recreation department:

## **Parks and Facilities:**

### **Parks/Playgrounds**

- The Splash Pad has been very successful and due to the nice weather; it will be shut down the first week of October.
- Staff are currently installing memorial pads for benches and picnic tables. There are new benches/tables installed at the Splash Pad, Mini-Putt, Haileybury Waterfront, Dog Park, and Pete's Dam. Staff also poured a concrete walkway and pad to relocate the Bell from the old firehall into the Haileybury cenotaph.
- Both marinas have been relatively busy with the nice weather, and we have been operating on reduced weekend hours only since the Labor Day long weekend.
- Staff recently repaired extensive washouts at Bucke Park due to a heavy rainstorm that we experienced mid-September.

### **Arenas**

- The DSMA officially opened September 18th. The new condenser that was installed in early September is operating well. The Olympia Ice resurfacers at both arenas recently had tune ups and emission testing done by the technician from Olympia. We are hopeful that we will receive the new electric Olympia for the DSMA soon.

## **Building Maintenance:**

### **Parks**

- Staff replaced the stairs and some of the deck boards at the band stand shelter at the Algonquin Beach Park

### **Buildings**

- Staff repaired a leak in the ceiling in the ladies changeroom at the PFC. This work was done while the new water softener system was installed by B&R Water Treatment.
- The Haileybury Beach is now closed for the season and staff have shutdown the beach fountain. The fountain and docks will be pulled after Thanksgiving weekend.
- Staff repaired some drywall in the Figure Skating room at the Shelley Herbert-Shea Memorial Arena. The damage was caused from a water leak in the upstairs section of the arena.
- Repairs were also made to the countertops and shelving in the concession at the SHSMA as Mike Smith will be running the snack bar this winter.
- Cimco Refrigeration installed a new Condenser at the Don Shepherdson Memorial Arena. Staff assisted with the removal of the fencing to allow for the project to be completed.

## **Programming:**

### **PFC**

- The Happy Heart program started up again on September 18th at the PFC.
- New windows have been installed at the facility and a water softener system was installed which will help with the buildup of scale in fixtures throughout the facility.
- Swim lesson registration was on September 19 and was full in 3 minutes. Lessons start September 26th.
- Various pieces of gym equipment have been reupholstered and repaired.
- The Pool was shut down on September 25 due to a domestic cold water valve leak. The valve was fixed on the same day.

### **Age Friendly Program**

- Participants are still doing outdoor activities, Kubb and Horseshoes
- They are also taking advantage of the beautiful weather and playing other outdoor lawn games at the Kubb pitches such as bocce ball
- Beginner and Intermediate line dancing classes have started with 25 registrations for the beginner class and 20 registrations for the intermediate class.
- Outdoor pickleball is still happening. The September clinics on the 10th were cancelled due to low registrations. Indoor pickleball will start mid-October
- Bowling is still happening every 2nd and 4th Friday of the month

### **Other Programming**

- No September activities for the Healthy Kids program were scheduled. In October there is a pumpkin patch visit and Halloween Dance planned.
- We put a new booklet together called “Biking Temiskaming Shores and beyond” Copies are available at the Fitness Centre, Chamber of Commerce, City Hall and Arenas. It has various bike trail maps of Temiskaming Shores and the surrounding areas.
- Biking across Canada as a community. Participants sent in their kms via email weekly. This program finished with a total of 4,906kms, the distance from Vancouver to Trois Rivieres Quebec.

### **Administration:**

- Staff have made the changeover to fall hours, fall activities and fall employee scheduling. This includes moving off of the compressed work week and back to our regular scheduling. Fall is the busiest time of the year for the Recreation department due to seasonal overlap on top of winterization demands.
- Staff will be completing the closure of most summer outdoor facilities after the Thanksgiving weekend. That includes both the New Liskeard and Haileybury Marinas, Bucke Park and outdoor bathroom facilities.

- Staff have been in discussions with the ONTC regarding the New Liskeard Agency contract and a potential fit with the City of Temiskaming Shores. Further details will be brought forward in an administrative report at a future Council Meeting.
- New lights are slated to be installed at the Haileybury Cenotaph this month within the trees around the monument. These lights are modular and will allow for easier maintenance on a year-to-year basis. Staff also completed the move of the bell from the fire station across the road to a new location picked by members of the Haileybury Legion.

Prepared by:

Reviewed and submitted for  
Council's consideration by:

*"Original Signed by"*

---

*"Original signed by"*

---

Mathew Bahm  
Director of Recreation

Amy Vickery  
City Manager

## 2023 Budgeted Recreation Department Projects

Project	Rec/ BM	Budgeted Cost	Project Lead	Project Method	Year	Capital/Operating	August 30, 2023	September 26, 2023
Splash Pad	Rec	\$ 522,000	Matt	RFP	2021	Capital	The park is open and working as expected. Still to be completed is the donor recognition sign and installation of seating. Staff are planning to hold a grand opening in Spring 2024.	The last item to be installed is the donor recognition sign which was scheduled to be completed on September 27th
NL Arena Accessibility Project	BM	\$ 1,000,000	Matt	RFT / PM	2022	Capital	Our consultant completed a walkthrough of the work completed the week of August 21st. The contractor is creating a deficiencies list to be rectified so the project can be wrapped up.	Contractor is working on the provided deficiencies list
Olympia Replacement	Rec	\$ 170,000	Matt	RFT	2022	Capital	No change.	No change.
Energy Audits (PW, PFC, CH, DSMA, RP)	BM	\$ 200,000	Kristen	Canoe	2023	Capital	City has been approved for funding within this program. Staff are working on the RFP for a consultant to complete this project.	RFP has been issued for this project with a closing date of October 23, 2023
City Hall HVAC Recommissioning	BM	\$ 30,000	Matt	RFP	2023	Operating	No change.	No change.
Lions Courts Panel Replacement	Rec	\$ 9,000	Paul	RFQ	2023	Capital	City has issued a PO for this work to be completed.	Contractor has been waiting for Hydro1 to complete their necessary paperwork before installing this item.
Kickplate Replacement (Hlby and NL)	Rec	\$ 18,000	Paul	Canoe	2023	Operating	No change.	No change.
Hlby Beach Mushroom Conversion	Rec	\$ 25,000	Matt	Quotations	2023	Capital	No change.	No change.
<u>NL Arena Condenser</u>	<u>Rec</u>	<u>\$ 120,000</u>	<u>Matt</u>	<u>Canoe</u>	<u>2023</u>	<u>Capital</u>	<u>Installation began on August 28th and is expected to be completed by September 1st.</u>	<u>Completed</u>
<u>PFC Chlorination and Water Quality</u>	<u>Rec</u>	<u>\$ 60,000</u>	<u>Jeff</u>	<u>RFQ</u>	<u>2023</u>	<u>Capital</u>	<u>Contractor is scheduled to complete this work in September.</u>	<u>Completed</u>
<u>Dog Park Lighting</u>	<u>Rec</u>	<u>\$ 40,000</u>	<u>Matt</u>	<u>RFQ</u>	<u>2023</u>	<u>Operating</u>	<u>Completed</u>	<u>Completed</u>
<u>Rebecca St Playground</u>	<u>Rec</u>	<u>\$ 32,000</u>	<u>Paul</u>	<u>Quotations</u>	<u>2023</u>	<u>Capital</u>	<u>Completed</u>	<u>Completed</u>
<u>Bleacher Replacement Dymond A/B</u>	<u>Rec</u>	<u>\$ 11,500</u>	<u>Matt</u>	<u>Quotations</u>	<u>2023</u>	<u>Operating</u>	<u>Completed</u>	<u>Completed</u>
<u>PFC Window Repairs</u>	<u>BM</u>	<u>\$ 15,000</u>	<u>Jeff</u>	<u>Quotations</u>	<u>2023</u>	<u>Operating</u>	<u>Completed</u>	<u>Completed</u>
<u>Ball Diamond Infield Material</u>	<u>Rec</u>	<u>\$ 15,000</u>	<u>Paul</u>	<u>Quotations</u>	<u>2023</u>	<u>Operating</u>	<u>Completed</u>	<u>Completed</u>
<u>Motor/Pump Support Brackets</u>	<u>BM</u>	<u>\$ 5,000</u>	<u>Paul</u>	<u>Quotations</u>	<u>2023</u>	<u>Operating</u>	<u>Completed</u>	<u>Completed</u>
<u>Haileybury Fire Station</u>	<u>BM</u>	<u>\$ 2,513,000</u>	<u>Matt</u>	<u>RFP</u>	<u>2021</u>	<u>Capital</u>	<u>Completed</u>	<u>Completed</u>
<u>Treadmill (1)</u>	<u>Rec</u>	<u>\$ 17,000</u>	<u>Jeff</u>	<u>Quotations</u>	<u>2023</u>	<u>Capital</u>	<u>Completed</u>	<u>Completed</u>

<u>Dymond Hall Floor Machine</u>	<u>BM</u>	<u>\$ 6,500</u>	<u>Paul</u>	<u>Quotations</u>	<u>2023</u>	<u>Operating</u>	<u>Completed</u>	<u>Completed</u>
<u>Bucke Park Chalet Repair</u>	<u>BM</u>	<u>\$ 65,000</u>	<u>Matt</u>	<u>RFQ</u>	<u>2023</u>	<u>Capital</u>	<u>Completed</u>	<u>Completed</u>
<u>Picnic Tables</u>	<u>Rec</u>	<u>\$ 8,000</u>	<u>Matt</u>	<u>Quotations</u>	<u>2023</u>	<u>Operating</u>	<u>Completed</u>	<u>Completed</u>
<u>Fire Pits</u>	<u>Rec</u>	<u>\$ 3,000</u>	<u>Matt</u>	<u>Quotations</u>	<u>2023</u>	<u>Operating</u>	<u>Completed</u>	<u>Completed</u>
<u>NL Arena Water Softening</u>	<u>BM</u>	<u>\$ 5,000</u>	<u>Paul</u>	<u>Quotations</u>	<u>2023</u>	<u>Operating</u>	<u>Completed</u>	<u>Completed</u>

## 2023 PFC Monthly Summary

August 2023

### Statistics

Pool	789
Squash	29
Gym	3437
Class	83
<b>Total</b>	<b>4338</b>

Firefighters	47
Doctors	88
Community Living	19
NEOFACS	0
Northern Star	3
A. Recovery	0
Lifetime	17
<b>Total</b>	<b>174</b>

Temagami Health	0
Northern Loons	0
<b>Total</b>	<b>0</b>

City Employees	263
City Summer Students	29
Councillors	2
<b>Total</b>	<b>294</b>

### Residents

Tem. Shores	3743
Other	427
Quebec	168

**Total Residents** **4338**

Increase (Decrease) vs August 2022 28.88%

*Total Attendance August 2022* **3366**

---

**Subject:** Georgia-Pacific Advertising Agreement

**Report No.:** RS-022-2023

**Agenda Date:** October 3, 2023

---

## **Attachments**

**Appendix 01:** Draft Agreement By-law

## **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-022-2023; and
2. That Council directs staff to prepare the necessary by-law to enter into a 3-year agreement with Georgia-Pacific LLC for an advertisement on the City's 2024 Olympia Ice Resurfacer, for a contribution of \$7,000 plus applicable taxes per year, for consideration at the October 17, 2023 Regular Council meeting.

## **Background**

The City of Temiskaming Shores, as part of the 2022 capital budget, submitted an order for a new Olympia ice resurfacer from Resurface. The resurfacer has been delayed for a number of months due to the availability of parts and is now expected to be delivered in Q1 2024. The resurfacer is the first electric resurfacer for the City and is expected to be used at the Don Shepherdson Memorial Arena.

At the Don Shepherdson Memorial Arena, the City of Temiskaming Shores sells board advertisements to local businesses and organizations. At the beginning of 2023 staff began proactively selling these spaces and have increased the number of advertisements from 29 to 40. At the Shelley Herbert-Shea Memorial Arena the number of advertisements has increased from 7 to 12.

The current ice resurfacer at the DSMA will be moved to the Dymond outdoor rink to be used seasonally at that facility. The advertising agreement for that machine provided the City with \$5,000 each year of the agreement and expired on December 31, 2020. A new advertising agreement provides for the opportunity for the City to recoup some of the costs for purchasing the new machine.

**Analysis**

Staff have been completing targeted outreach to local businesses since finalizing purchase of the new machine in mid-2022. Georgia-Pacific connected with the City in 2023 looking for options to better connect with the community and discussions began about advertising on this new piece of equipment.

An advertising proposal was presented to GP and negotiations ultimately finished with the proposed agreement in Appendix 01.

The agreement is for three years in length plus an option for an additional three years and would provide \$7,000 in advertising revenue to the City each year. The term would begin on August 1, 2024, to allow for delivery of the machine and for the advertisement to be installed. The City would be responsible for the cost of the advertisement but any future changes to the ad will be the responsibility of GP including if the agreement is extended to its full six-year term.

**Relevant Policy / Legislation / City By-Law**

- Proposed 2024 Recreation Services Budget
- Recreation Master Plan – By-law 2020-088

**Consultation / Communication**

- Consultation with the Superintendent of Parks and Facilities
- Consultation with the Economic Development Officer

**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

Financial implications for this agreement will come into effect in 2024 and will be included in the proposed 2024 operations budget.

## **Alternatives**

Council could direct staff to renegotiate this proposed agreement with different terms.

Council could direct staff to decline this agreement.

## **Submission**

Prepared by:

Reviewed and submitted for Council's  
consideration by:

*"Original signed by"*

---

*"Original signed by"*

---

Mathew Bahm  
Director of Recreation

Amy Vickery  
City Manager

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

### **By-law No. 2023-000**

#### **Being a by-law to enter into a three (3) year agreement with Georgia-Pacific LLC for for an advertisement on the 2024 Olympia Ice Resurfacer at the Don Shepherdson Memorial Arena**

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

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

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

**Whereas** Council considered Administrative Report No. RS-022-2023 at the October 3, 2023 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into a three (3) year agreement with Georgia-Pacific LLC for an advertisement on the City's 2024 Olympia Ice Resurfacer, for a contribution of \$7,000 plus applicable taxes per year, for consideration at the October 17, 2023 Regular Council meeting.

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

1. That the Mayor and Clerk be authorized to enter into a three (3) year agreement with Georgia-Pacific LLC for an advertisement on the 2024 Olympia Ice Resurfacer at the Don Shepherdson Memorial Arena, for a contribution of \$7,000 plus applicable taxes per year, a copy of which is attached hereto as Schedule "A" and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 17<sup>th</sup> day of October, 2023.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

DRAFT



Schedule "A" to

**By-law No. 2023-000**

Agreement between

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

and

**Georgia-Pacific LLC**

THIS Agreement made this 17<sup>th</sup> day of October, 2023;

Between:

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

And:

**Georgia-Pacific LLC.**  
(herein referred to as “the Advertiser”)

WHEREAS the City has purchased a new ice resurfacer for use at the Don Shepherdson Memorial Arena;

AND WHEREAS the Advertiser is interested in placing an advertisement on the new ice resurfacer.

THEREFORE the parties to this agreement agree to the following covenants.

### **1. JOINT COVENANTS**

- a. That the term of the agreement shall be from August 1, 2024 to July 31, 2027
- b. That the Advertiser shall have the right to extend the agreement for an additional term of three (3) years beginning August 1, 2027, provided they send the City notice in writing of their desire to extend the agreement by March 1, 2027. All other terms of the agreement shall remain the same.

### **2. ADVERTISER’S COVENANTS**

- a. Make a payment of seven thousand dollars (\$7,000) on August 1<sup>st</sup> during each year of the term of the agreement.
- b. Provide approval for the design, printing and installation of an advertisement to be placed on the City’s ice resurfacer using the Advertiser’s branding.
- c. Be solely responsible for any costs to change the advertisement on the ice resurfacer after the agreement comes into effect on August 1, 2024.

### **3. CITY’S COVENANTS**

- a. Coordinate the design, printing and installation of an advertisement to be placed on the city’s ice resurfacer. The City shall be responsible for any costs associated with the advertisement.

- b. Ensure the advertisement is installed by August 1, 2024, and that the ice resurfacer is in-service by this date.
- c. Review and provide final approval of the Advertiser’s proposed advertisement.
- d. Provide the Advertiser usage of the ice resurfacer with the advertiser’s graphics for any promotional campaigns.

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

**Remainder of this 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 )

**Georgia-Pacific LLC**

\_\_\_\_\_  
Name/ Position

Municipal Seal )

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

\_\_\_\_\_  
Mayor – Jeff Laferriere

\_\_\_\_\_  
Clerk – Logan Belanger

# Memo

**To:** Mayor and Council  
**From:** Shelly Zubyck, Director of Corporate Services  
**Date:** October 3, 2023  
**Subject:** City Hall – Holiday Hours 2023  
**Attachments:** None

Mayor and Council:

In accordance with the Collective Agreement with CUPE Local 5014, the vacation requests for the period of April 1<sup>st</sup>, 2023 to December 31<sup>st</sup>, 2023 have been submitted.

After review of staff's requests, it has been determined that the majority of the City Hall employees have requested December 27<sup>th</sup>, 28<sup>th</sup>, and the 29<sup>th</sup> as vacation days.

It is requested, with Council's approval, that City Hall be closed on December 27<sup>th</sup> to December 29<sup>th</sup>. All City Hall staff would have the option of using three days of their 2023 vacation entitlements or elect a day without pay for three days.

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

Friday, December 22, 2023	Normal hours of operation
Monday December 25, 2023	Closed (Statutory Holiday)
Tuesday, December 26, 2023	Closed (Statutory Holiday)
Wednesday, December 27, 2023	Closed
Thursday, December 28, 2023	Closed
Friday, December 29, 2023	Closed
Monday, January 1, 2024	Closed (Statutory Holiday)

City Hall has been closed between Christmas and New Years Day, with Council's approval, since 2018.

**Submission:**

Prepared by:

"Original signed by"

Shelly Zubyck  
 Director of Corporate  
 Services

## **Memo**

**To:** Mayor and Council  
**From:** Sarah Goodyear, Communications and Strategic Initiatives  
Coordinator  
**Date:** October 3, 2023  
**Subject:** Launch of communications email  
**Attachments:** None

---

Mayor and Council:

I am excited to announce the launch of the City of Temiskaming Shores communications email address, [communicate@temiskamingshores.ca](mailto:communicate@temiskamingshores.ca). Staff will begin to implement and promote the new communications email starting October 4, 2023. Mayor and Council are encouraged to share and promote our new communications email as well.

The communications emailing list will be comprised of the City's current emailing global address list, and public local businesses and community groups. The public will then be easily added or deleted from this list upon their requests. The communications email will be advertised on the City of Temiskaming Shores communications platforms, to gain additional emails to our listing. The larger our communications list, the more people we can reach.

Including this email to the list of communications platforms and strategies, is a cost-effective tool to reach the community at large. This strategy will enhance the opportunity for community involvement and knowledge, as well as increase the amount of time important messaging from the City may reach specific community members.

The email will be used as a communications tool by both staff and the public. Staff will use this email to promote and provide important information that the public requires, promote new policies, procedures, bylaws, advertise events and meetings and provide the public with surveys or requests for comments on specific public discussion items. The public will use this email to contact the City of Temiskaming Shores to provide comment on issues or address concerns they may have. They will also be able to keep up to date with the current actions of the City.

The communications email will be monitored by a designated staff member(s). Staff will ensure that all emails are replied to and/or forwarded to the proper department, if necessary, that all required emails are added or deleted from the contacts list upon request, and all City communications are sent using this new form of communication.

Prepared by:

Reviewed by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Sarah Goodyear  
Communications and  
Strategic Initiatives  
Coordinator

Shelly Zubyck  
Director of Corporate  
Services

Amy Vickery  
City Manager

**Subject:** Compressed Workweek Policy

**Report No.:** CS-037-2023

**Agenda Date:** October 3, 2023

---

### **Attachment**

None.

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-037-2023; and
2. That Council does not proceed with the adoption of the Compressed Workweek Policy.

### **Background**

On April 18, 2023, Council adopted the Compressed Workweek Policy in principle from May 7, 2023 to October 7, 2023. The goal was to offer enhanced work-life balance to employees while maintaining or enhancing customer service.

### **Analysis**

Upon completion of the piloted compressed schedule, staff released a survey to all employees in order to gather feedback. While normal operations to the public were not affected, 50% of unionized employees reported that they would not like to continue with the compressed work week.

Challenges reported on the survey included child care conflicts, long hours were difficult/tiring, vacation and sick time were challenging to manage and shortages of staff on the Mondays and Fridays.

Benefits reported included extra time for family and extracurricular activities, and greater productivity during longer shifts.

In discussions with senior management, the two working schedules were not an issue to manage and sufficient management coverage was maintained. Further discussions will

determine if this compressed schedule will be brought to Council for their consideration during the Management/Non-Union Agreement renewal at the end of this year.

Management will notify the Union of the change of working hours in accordance with Article 15.03 of the Collective Agreement which allows the Employer to alter starting and quitting times and to amend shift schedules upon providing two (2) working days advance notice.

**Consultation / Communication**

CUPE Local 5014

All management and non-union staff for the City of Temiskaming Shores

**Financial / Staffing Implications**

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

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

Staffing implications are limited to normal administrative functions and duties. There will be no additional cost to the City and no decrease to the level of services offered.

**Alternatives**

**Submission**

Prepared by:

Reviewed and submitted for  
 Council's consideration by:

"Original signed by"

"Original signed by"

\_\_\_\_\_  
 Shelly Zubycck, CHRP  
 Director of Corporate Services

\_\_\_\_\_  
 Amy Vickery  
 City Manager

**Subject:** Shared CBO Services - Temagami      **Report No.:** CS-038-2023  
**Agenda Date:** October 3, 2023

---

### **Attachment**

Appendix 1: Draft Shared Services Agreement By-law

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-038-2023; and
2. That Council directs staff to to prepare the necessary by-law to enter into a Shared Services Agreement with the Municipality of Temagami for Building Services, for consideration at the October 17, 2023 Regular Council Meeting.

### **Background**

The Shared Services agreement between the City of Temiskaming Shores and the Municipality of Temagami will expire on October 31st, 2023.

### **Analysis**

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

Staff have prepared a draft agreement for Council's consideration as attached as Appendix 1. Included in the agreement is an increase in accordance with CPI of 3.2%.

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

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

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

**Consultation / Communication**

**Financial / Staffing Implications**

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

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

The City will receive \$57,275 plus applicable taxes for the duration of the contract – 1 year. This amount includes mileage costs incurred for the travel to and from Temagami from Temiskaming Shores. A vehicle will be provided by Temagami for use within their municipal boundaries. Water access in both the summer and the winter will be the responsibility of the Municipality of Temagami with a boat and snowmobile available for use.

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

**Alternatives**

Council could direct staff not to enter into an agreement with Temagami.

**Submission**

Prepared by:

Reviewed and submitted for  
 Council's consideration by:

"Original signed by"

"Original signed by"

\_\_\_\_\_  
 Shelly Zubycck, CHRP  
 Director of Corporate Services

\_\_\_\_\_  
 Amy Vickery  
 City Manager

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

**By-Law 2023-000**

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

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

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

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

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

**Whereas** Council considered Administrative Report No. CS-038-2023 at the October 3, 2023 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into a Shared Services Agreement with the Municipality of Temagami for consideration at the October 17, 2023 Regular Council meeting;

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

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

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

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

**Read a first, second and third time and finally passed** this 17<sup>th</sup>, day of October, 2023.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

DRAFT



**Schedule A to**  
**By-law No. 2023-000**  
Agreement between  
**The Corporation of the City of Temiskaming Shores**  
and  
**The Municipality of Temagami**  
for Chief Building Official and Building Inspector Services

**This Agreement** made as of this 17<sup>th</sup> day of October, 2023.

Between:

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

And:

**The Municipality of Temagami**

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

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

**1. Term**

The terms of this Agreement (the “Term”) shall begin November 1<sup>st</sup>, 2023 (the “Commencement Date”) and shall continue to remain in effect for a one (1) year period ending on October 31<sup>st</sup>, 2024 unless either party terminates this Agreement by providing the other party with written notice of termination ninety (90) days prior to the effective date of termination

**2. Fees**

For the term of this agreement, the fees payable to the City for the provision of providing Building Services shall be at the annual rate of fifty-seven thousand two hundred seventy-five dollars (\$57,275) plus applicable taxes (the “Fees”). The Fees shall be billed quarterly by the City

**3. Qualifications and Experience**

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

#### **4. Reporting**

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

#### **5. Deadlines**

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

#### **6. Administration**

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

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

#### **7. Water Access**

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

#### **8. Court Proceedings**

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

## **9. Indemnity**

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

## **10. Insurance**

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

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

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

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

## **11. Workplace Safety Insurance Board Insurance**

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

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

## **12. Records**

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

## **13. Consequence of Termination**

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

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

## **14. Notice**

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

### **If to the City, at:**

The Corporation of the City of Temiskaming Shores  
325 Farr Drive  
P.O. Box 2050  
Haileybury, ON  
P0J 1K0  
Attention: Shelly Zubyck  
[szubyck@temiskamingshores.ca](mailto:szubyck@temiskamingshores.ca)  
(705) 672-3363 Extension: 4107

### **If to the Municipality of Temagami, at:**

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

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

#### **15. Force Majeure**

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

#### **16. Assignment**

Neither party shall assign or transfer this Agreement.

#### **17. Governing Law**

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

#### **18. Extension, Modification and Renewal**

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

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

#### **19. Severability**

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

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

**20. Binding Effect**

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

**Remainder of Page left blank intentionally**

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

Signed and Sealed in  
the presence of )

Municipal Seal )

Municipal Seal )

**Municipality of Temagami**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

## **Appendix 01 to By-law 2023-000**

### Building Services

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

---

**Subject:** Animal Services & By-law  
Consultation Findings

**Report No.:** CS-039-2023

**Agenda Date:** October 3, 2023

---

## **Attachments**

**Appendix 01:** Survey Consultation Summary

## **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-039-2023; and
2. That Council directs staff to finalize the Animal Care and Control By-law, for the repeal and replacement of By-law 2013-051, as amended for first and second reading at the November 21, 2023, Regular Council Meeting.

## **Background**

On August 8, 2023, Council approved a consultation plan for the Pilot Program for Animal Services and review of a new Animal By-law. The consultation period included a general survey for the public and a separate survey for stakeholders, with some prescribed questions and an area to provide general comments. Public Consultation was launched August 14, 2023, and closed on September 11, 2023, with a total of 52 survey responses.

The Animal Care and Control Review Team met on September 14, 2023, to review the survey findings, by-law provisions, and program details.

## **Analysis**

Attached is the survey findings summary attached in Appendix 01. There was a good representation from urban settlement areas and only two respondents were considered living in a rural setting. The findings confirmed most persons support licensing of pets, hens in residential areas, and reduction in the number of permitted dogs and cats per property.

Based on the responses received the Committee was able to confirm the draft provisions placed in the By-law and reinforced the need for greater enforcement and responsiveness

by the service provider. It also helped understand where budget supports would be needed if available.

Staff recommend the Pilot Program proceed as planned with the new Animal By-law to include updated fees and set fines (under review). The by-law would continue with the licensing of dogs and cats, maintain the same provisions for hens (status quo), reduce the total number of dogs and cats with legacy provisions, amend fees to reflect reductions for registered, spayed, and neutered pets to encourage responsible ownership and include an application process for kennels.

**Draft By-law**

The draft by-law is currently under review.

**Next steps**

Renovation of the Marina property to be considered under separate report.

Staffing/Contract considerations for officers/facility workers under separate report.

**Relevant Policy / Legislation / City By-Law**

- By-law 2013-051 Being a By-law to regulate the keeping of Animals and the registration of dogs and cats within the City of Temiskaming Shores.

**Consultation / Communication**

- Animal Care and Control Review Team Committee
- Survey Respondents

**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

General administrative support is required currently.



- d. Directs staff to finalize the position description and evaluate the human resource principles and options related to this pilot proposal and report back on the final determination at the August 8, 2023 Council meeting.

**Carried**

### **Submission**

Prepared, reviewed,  
and submitted for  
Council's  
consideration by:

"Original signed by"

Amy Vickery  
City Manager

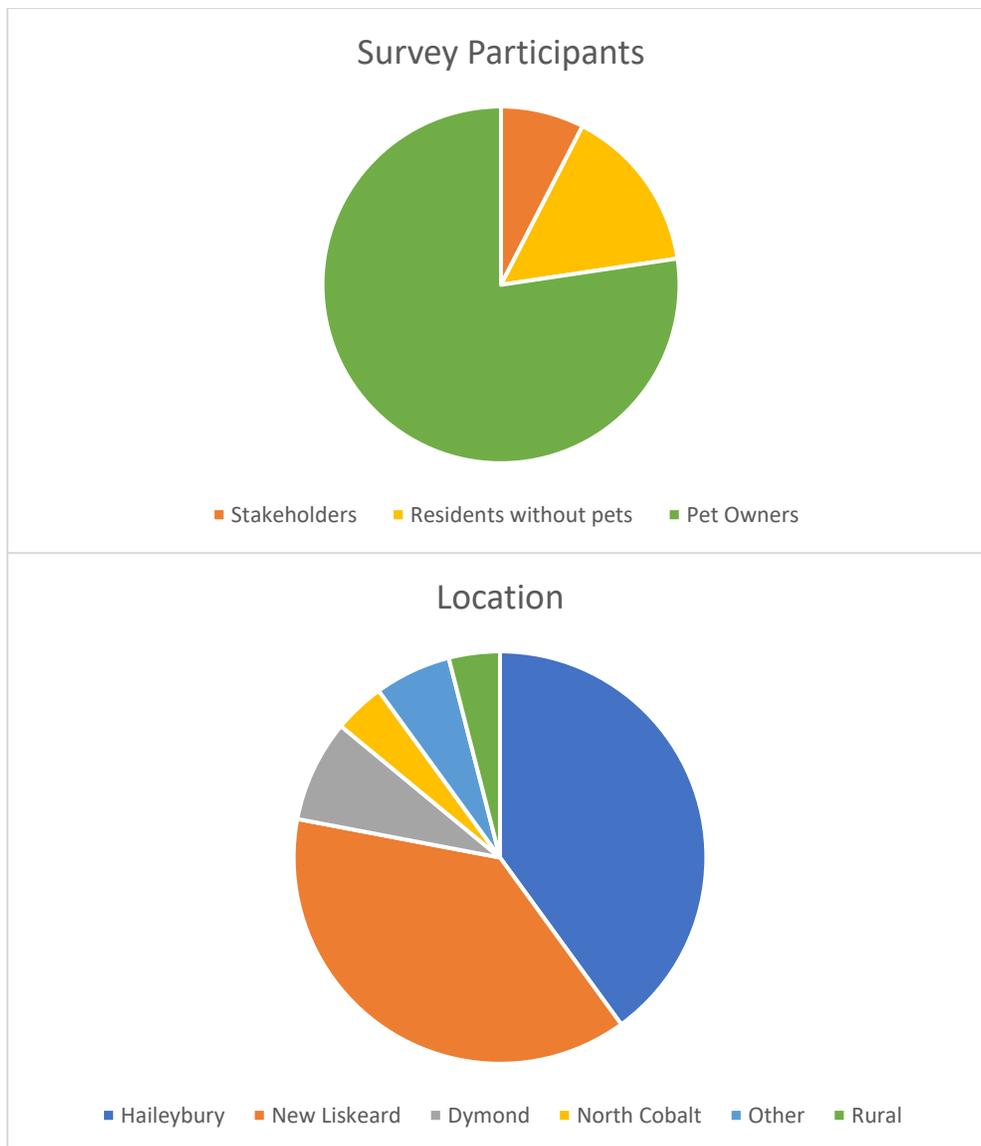
Reviewed by:

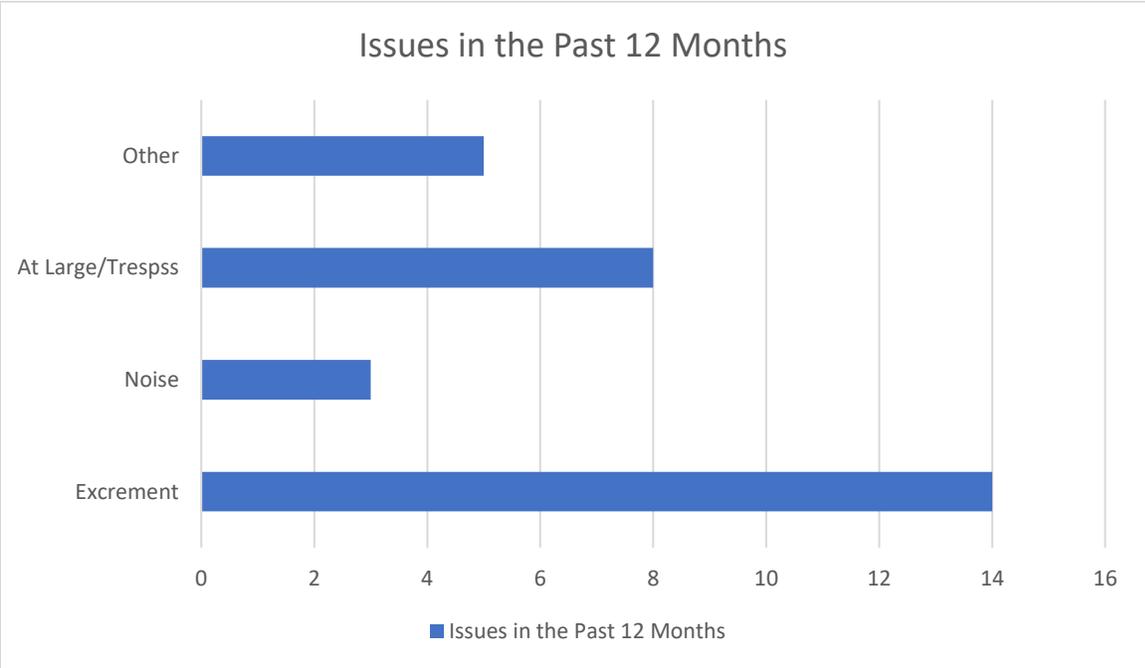
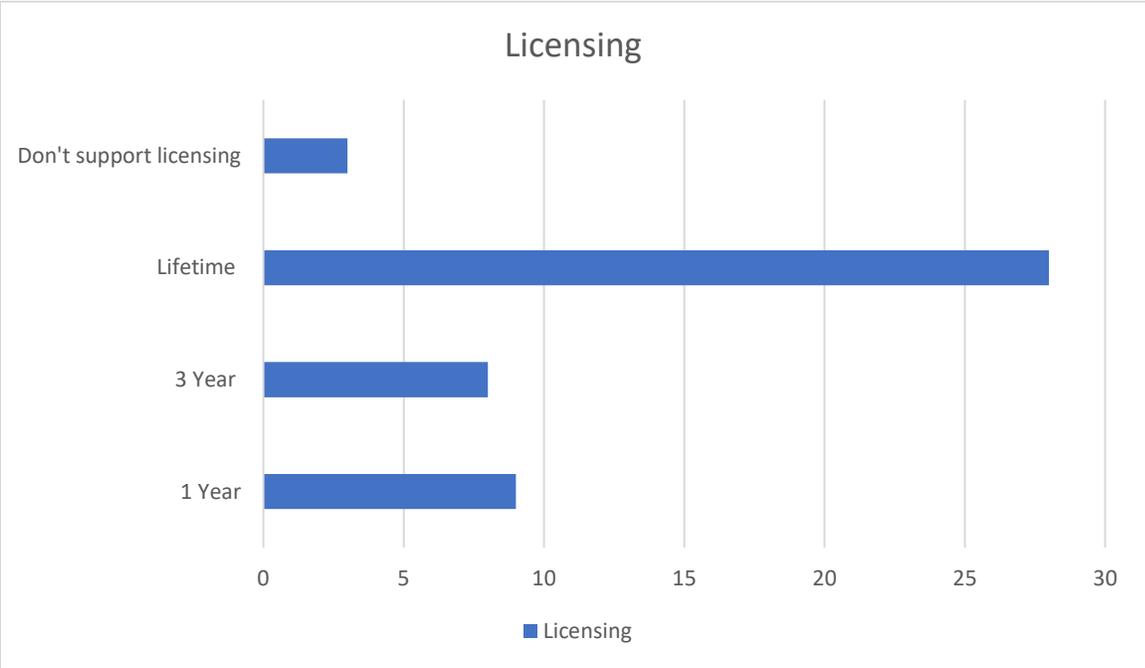
Animal Care and  
Control Review Team

# Appendix 01 CONSULTATION SUMMARY

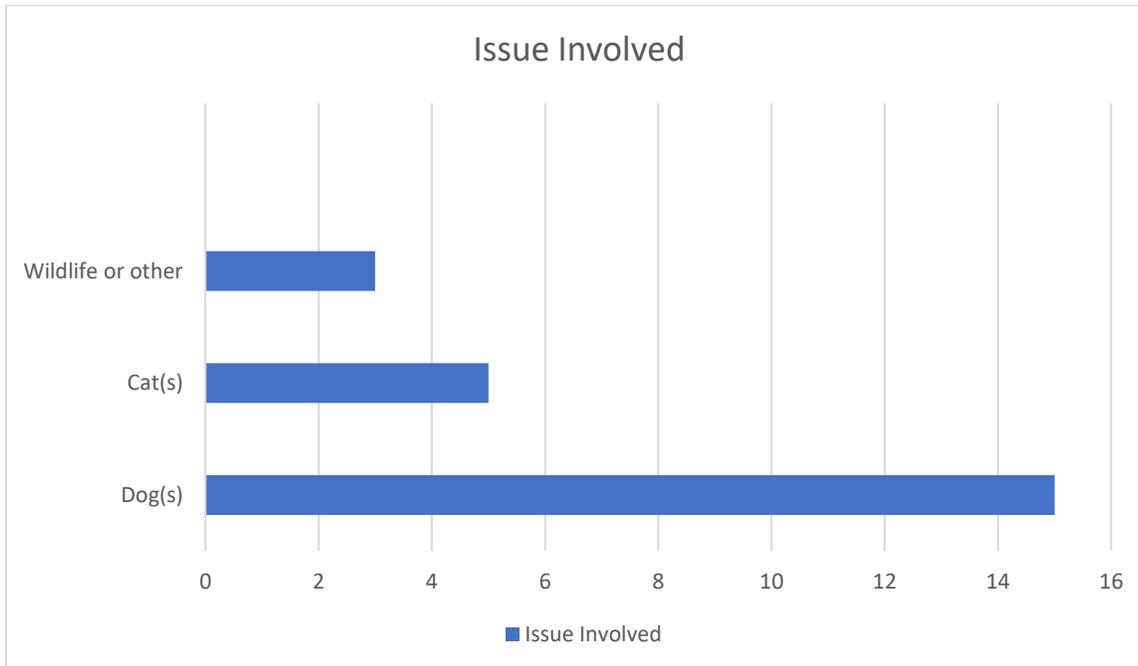
Public Survey Results  
Comment and feedback received between August 14 – September 11, 2023

Surveys received  
Stakeholders (4)  
Pet owners (41)  
Residents (without pets) (7)  
Total Survey Responses – 52



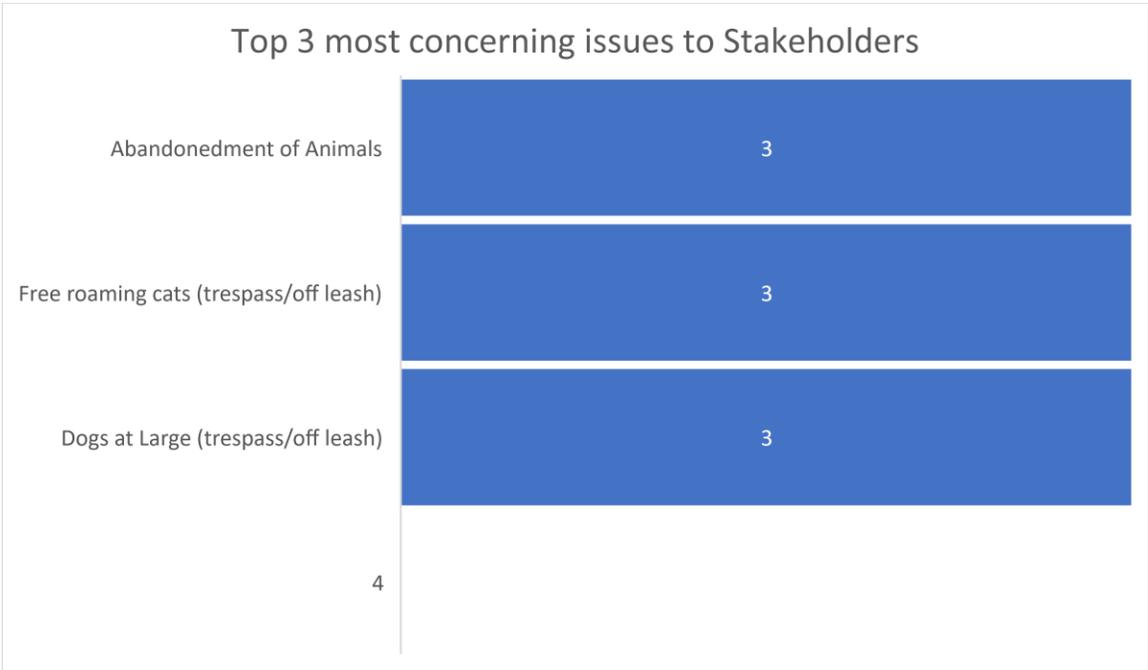


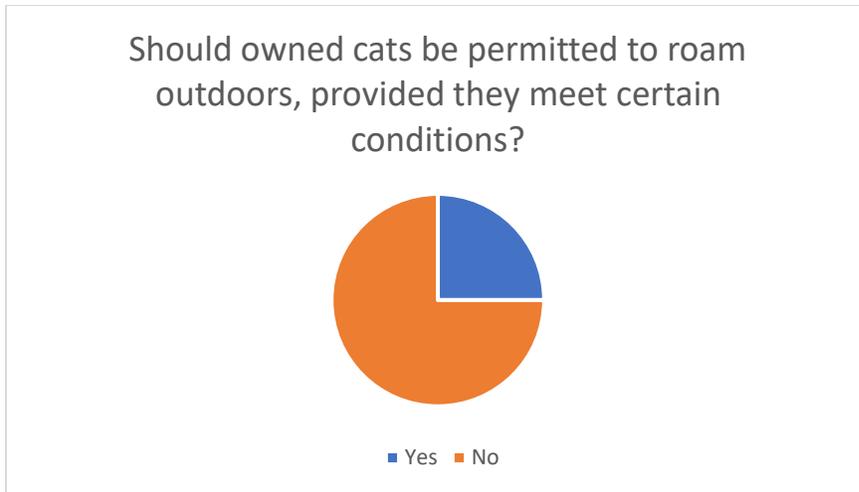
21 respondents did not have a specific problem in the past 12 months



#### Further Details of the issues by survey respondents:

- *Excessive Barking throughout day while owners are away, and dog is penned outside.*
- *Neighbours dog ran from the neighbour's yard and came onto our yard when we were leaving for a walk with our dog. The owner came and brought the dogs back.*
- *People don't pick up dog poo*
- *Loose animals, no leashes, or owners in site*
- *Frustrating ..... trespassing..... animal control was contacted on several occasions. finally tickets to the owners were issued however we were not contacted regarding the outcome of same...we continue to monitor our property with a trail camera*
- *Attacked my dog*
- *A pain to upkeep my lawn, people do not clean up after their animals along with off leash dogs on property*
- *Bylaw requires pets to be tied up. Not the case. Have called bylaw and town, no response, no change*
- *Loose dogs wondering town with no owners, dogs tied to doors in extreme heat and extreme cold*
- *Dog barks from morning to night, left outside. Have called repeatedly and nothing gets done. Cannot enjoy my backyard due to all the noise*
- *Not being tied up! & dogs barking all day and owner not bringing dogs in*
- *Having to leave public spaces as I have young children*
- *Cat peeing on my front door and basement windows*
- *Domestic cats being allowed to run free*
- *Loose cats constantly in the yard and digging the garden; neighbouring dog getting loose and always coming to my yard and pooping; neighbouring dogs barking all night and very early morning (after 10pm and before 7am*
- *Bears in my yard.*
- *Bear stole garbage made a mess, coyote killed my cats, cats gave our pets ear mites and raccoons steal food and garbage*



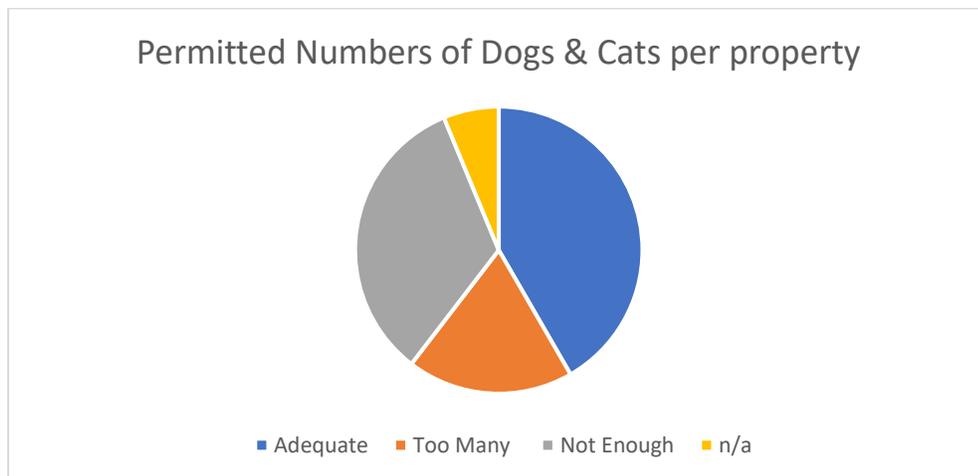


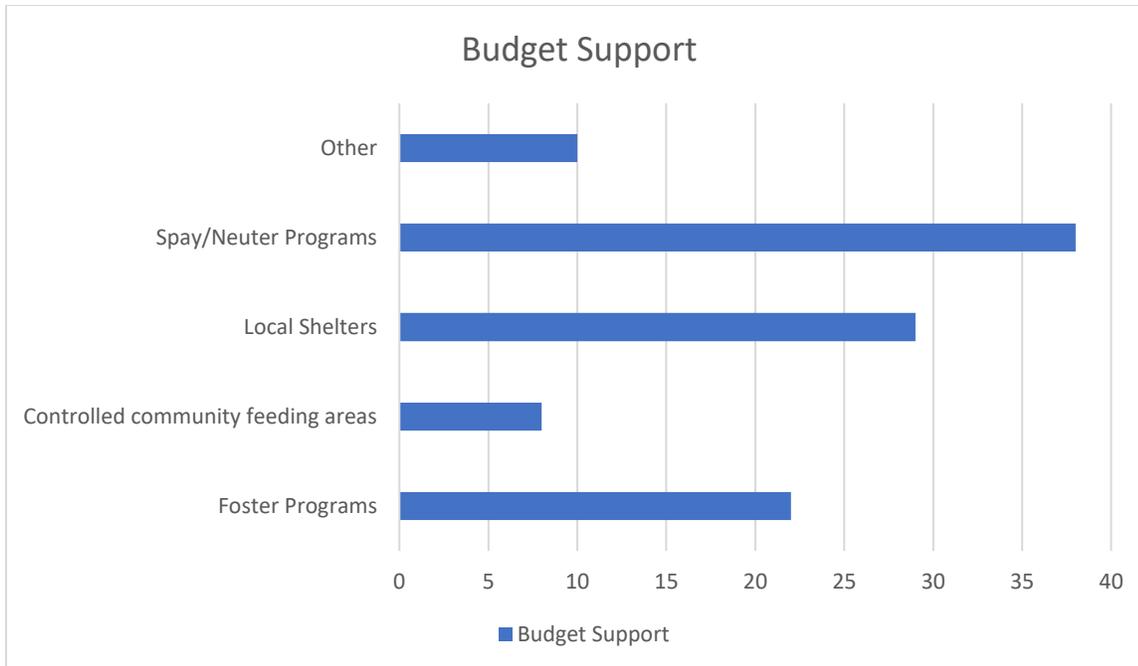
The following table was provided as suggested reduction in the number of permitted cats and dogs per property based on zoning provisions. Current By-law permits 5 dogs & 5 cats

*Number of Dogs and Cats*

**4.1.1** The total number of permitted Dogs and Cats within a dwelling unit in each Zone of the Municipality, as defined in the Zoning By-Law, shall be as follows:

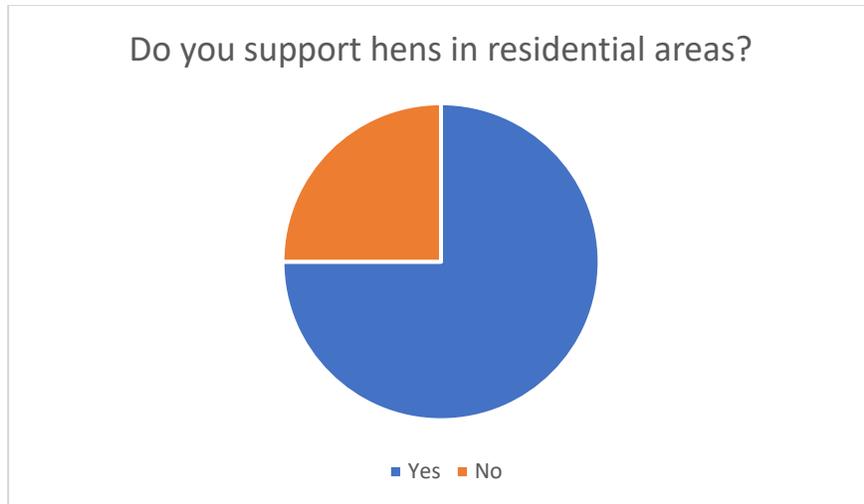
	Number of Permitted Dogs	Number of Permitted Cats	Combined Total
Rural Residential (R1)	3	3	5
Low Density Residential (R2)	2	2	3
Medium Density Residential (R3)	1	1	2
High Density Residential (R4)	1	1	2
Rural (RU)	3	3	5
Agricultural (A1)	4	4	6



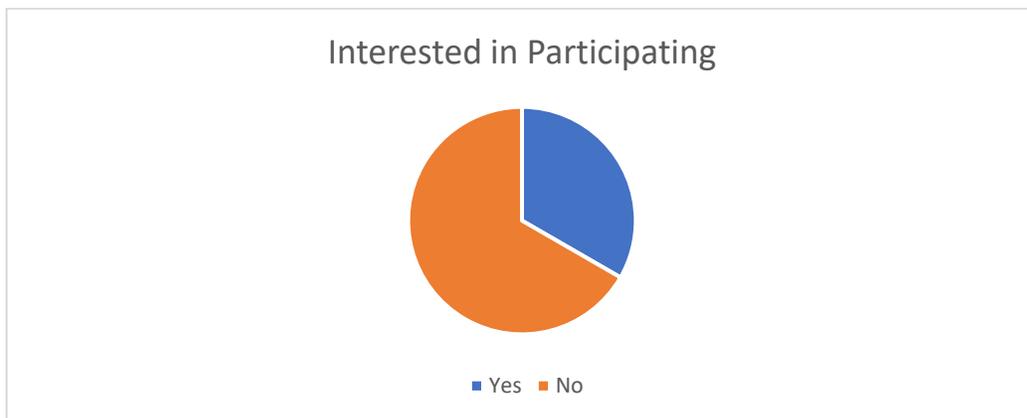


#### “Other” Category Responses

1. This is the responsibility of a pet owner
2. If you cannot afford to have an animal and care for it properly you shouldn't have one...,why should I contribute to the care of other animals via my taxes ?
3. Better animal control and stricter fines and not just warnings. People are leaving their animals outside all day long without proper care. Animals who are not properly licensed should be removed from the home immediately and not returned. This is a gross misconduct of pet ownership
4. I would not support a budget increase for animals
5. None. Zero. Tax dollars need to go to something tangible.
6. Vaccine programs
7. Education on proper care, control, and training of pets
8. Increase in Animal Control Support for off leash, wondering dogs, animal control needs to implementing consequences.



The final section of the survey asked for additional Comments/Concerns about animal control in the city and those interested in being involved in community or municipal programs.



The following comments are reserved to protect the confidentiality of the responses. However are summarized below. A total of 33 comments were received in this section.

Concerns included:

- Budget Increase/Cost
- Performance of the contractor/Lack of responsiveness of services
- Do not support shelter type program
- Fearful of unleashed dogs/Dogs at large
- Assistance to shelters; service should separate from “rescue” operations
- Enforcement of the By-law
- Excessive Noise
- Expect Transparency; public to be informed



September 15, 2023

Dear Head of Council,

**Subject: Responding to the Housing Affordability Task Force's  
Recommendations**

As you know, in February 2022, the Housing Affordability Task Force delivered [its final report](#) with recommendations to help Ontario tackle the housing supply crisis and build at least 1.5 million homes by 2031. Including sub-items and appendices, the Task Force made 74 unique recommendations, some of which apply to all communities in Ontario, with others more specific to large and urban municipalities. While Ontario has made progress in acting on these recommendations — with 23 implemented to date helping to achieve the highest level of housing starts in over three decades — as the province grows at incredible speed, all levels of government need to do more.

To bring the dream of home ownership into reach for more people, I have asked my ministry to renew its efforts to review and, where possible, implement the Task Force's remaining recommendations with minimal delay. As part of that review, I am asking for you, as head of council, to prioritize your top five recommendations for future consideration. For these top five priorities, this could include your advice to revisit the way a recommendation has been implemented up to this point, as well as how some of the recommendations could or should be implemented with amendments.

Accompanying this letter, you will find a chart with space to rank the top five Task Force recommendations. While I know that some of the recommendations may not be applicable to all small, rural, and Northern communities, I ask that you rank those recommendations that you feel would be, or have been, the most useful in increasing housing supply in your community.

As we look to do more to solve the housing supply and affordability crisis together, it's important for the province to have a full understanding of our municipal partners' positions on these recommendations as quickly as possible. I ask that you **please return the completed chart to [housingsupply@ontario.ca](mailto:housingsupply@ontario.ca) no later than October 16, 2023.**

I look forward to continuing our work together to ensure that more people can afford a place to call home.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Paul Calandra', with a large, stylized initial 'P' and 'C'.

The Hon. Paul Calandra  
Minister of Municipal Affairs and Housing

- c: Hon. Rob Flack, Associate Minister of Housing
- Kirstin Jensen, Interim Chief of Staff, Minister's Office
- Martha Greenberg, Deputy Minister
- Joshua Paul, Assistant Deputy Minister, Market Housing Division
- Sean Fraser, Assistant Deputy Minister, Planning and Growth Division
- Caspar Hall, Assistant Deputy Minister, Local Government Division

Attachment:

Top Five Housing Affordability Task Force (HATF) Recommendations for Response

**Attachment: Top Five Housing Affordability Task Force (HATF) Recommendations for Response**

<b>Please identify the top 5 HATF recommendations that you support, and rationale / comments</b>	
1.	
2.	
3.	
4.	
5.	