



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

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/ Presentations / Delegations**

8. Public Works

a) Delegations/Communications

None

b) Administrative Reports

1. Memo No. 008-2025-PW – Transportation Department 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. 008-2025-PW, regarding the Transportation Services Operations update for information purposes.

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

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

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

Whereas the extension is contingent upon approval by both parties.

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

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

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. PW-013-2025; and

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

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

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

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

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. PW-014-2025; and

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

c) New Business

None

9. Recreation Services

a) Delegations/Communications

None

b) Administrative Reports

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

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

That Council directs staff to prepare the necessary by-law to enter into a funding agreement with the Northern Ontario Heritage Fund Corporation under the Community Enhancement Program, for upgrades and improvements to recreational facilities in Farr Park and Shaver Park, and outfield fencing at Dymond Park, in the amount of \$269,438 (75% of eligible project costs), for consideration at the April 15, 2025 Regular Council meeting.

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

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

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

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

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

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

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-007-2025;

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

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

c) New Business

None

10. Fire Services

a) Delegations/Communications

None

b) Administrative Reports

1. Fire Activity Report – April 1, 2025

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

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

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

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

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

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

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

c) New Business

None

11. Corporate Services

a) Delegations/Communications

None

b) Administrative Reports

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

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

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

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

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

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

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

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

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

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

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-011-2025; and

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

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

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-012-2025; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with J.L. Richards and Associates Ltd., for the purpose of developing a new Official Plan in the amount of \$74,507 plus applicable taxes, for consideration at the April 15, 2025, Regular Council meeting.

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

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-013-2025;

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

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

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

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-014-2025; and

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

c) New Business

None

12. Schedule of Council Meetings

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

13. Closed Session

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

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: Mitch McCrank, Manager of Transportation Services
Date: April 1, 2025
Subject: Transportation Department Update
Attachments: Fleet Report – April 2025

Mayor and Council:

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

Transportation Operations

As we transition into the spring season, our transportation operations are shifting focus from winter maintenance to seasonal road and infrastructure improvements. Below is an overview of our key priorities:

1. Winter Operations Wrap-Up

With the arrival of warmer temperatures, winter maintenance activities, including snowplowing and ice control, are winding down. Crews are assessing any remaining snow accumulation, addressing drainage concerns, and ensuring a smooth transition into spring operations.

2. Street Sweeping and Clean-Up

Street sweeping will be a primary focus throughout April and May. This process is essential for removing sand, salt, and debris accumulated over the winter, improving road safety, and enhancing overall cleanliness. Crews will follow a scheduled route, prioritizing high-traffic areas, main roadways, and residential streets.

3. Painting Scheduling

Plans are underway to coordinate and finalize schedules for road marking and line painting. The line painting contractor has been engaged, and scheduling will be based on weather conditions and traffic management requirements. This will include all centre and edge lines on the roadways, including STATO path lines. Similarly, Staff will host a meeting with our road markings contractor to review symbols and locations for efficient implementation.

4. Lawn, Boulevard, Sidewalk Repairs

The department will address lawn, boulevard and sidewalk damage caused by snow removal operations or water breaks. This includes levelling disturbed areas, adding topsoil, and reseeding grass to restore aesthetics and prevent erosion.

5. Sign Inventory and Review

A comprehensive review of traffic and street signs is being conducted to assess their condition and ensure compliance with visibility and safety standards. Any damaged, missing, or outdated signs will be repaired or replaced as needed.

6. Asphalt Patching

With the arrival of spring, asphalt patching operations are ramping up to address roadway deterioration caused by winter conditions. The freeze-thaw cycle, combined with snow removal activities, has contributed to potholes, surface cracks, and general pavement distress.

Key Focus Areas:

- **Pothole Patching:** Crews are actively identifying and repairing potholes on high-traffic routes, arterial roads, and residential streets to enhance road safety and drivability.
- **Hot Mix vs. Cold Patch:** Cold patching will continue as a temporary measure in early spring, with a transition to more durable hot mix asphalt repairs once plants reopen for the season.
- **Priority Scheduling:** Roads will be assessed based on condition, traffic volume, and safety concerns, with priority given to major roadways and bus routes.
- **Patching operations** are dependent on weather conditions, and schedules may be adjusted accordingly. Residents are encouraged to report potholes through the city's service request system for timely repairs.

These initiatives will help maintain safe and efficient transportation infrastructure as we move into the warmer months. Regular updates will be provided as work progresses.

Fleet

As we move into the spring season, fleet operations are focused on transitioning from winter maintenance to seasonal equipment management and regular operational planning. Below is an overview of our key priorities:

1. Grader Rental Returns

The rented graders that were utilized for winter operations are scheduled to be picked up this week. Fleet staff are ensuring that all necessary inspections and documentation are completed before the return process. The winter graders are on a rental schedule from November 1 to April 1.

2. Regular Staff Meetings

Routine meetings with fleet staff continue to ensure effective communication, operational planning, and coordination of maintenance schedules. These meetings help address ongoing needs, prioritize repairs, and align resources with upcoming seasonal demands.

3. Fleet Report

Please refer to the attached Fleet Report for detailed insights into vehicle and equipment maintenance, utilization, and upcoming service requirements.

Ongoing maintenance and preparation will ensure that our fleet remains in optimal condition to support transportation operations throughout the spring and summer months. Further updates will be provided as work progresses.

Transit Operations

Transit operations continue to focus on maintaining reliable service, planning for future improvements, and preparing for the arrival of new fleet additions. Below is a general update:

1. Regular Maintenance

Routine servicing and inspections are ongoing to ensure buses remain in optimal condition. Seasonal maintenance includes tire changes, fluid checks, and addressing any wear and tear from winter operations to enhance reliability and passenger safety.

2. Transit Study Commencement

The much-anticipated transit study is about to commence. This study will assess current service levels, ridership trends, and potential improvements or expansion to better meet

the needs of the community and South Temiskaming region. Stakeholder engagement and data collection will be key components in shaping future transit strategies.

3. Bus Delivery Updates

We continue to patiently await the delivery of the 2 new buses. While delays have been unavoidable, we remain in close contact with the manufacturer for updates on production and expected arrival timelines. Once received, the new buses will undergo inspections and preparation before being integrated into service.

We appreciate the patience of our riders and the dedication of our transit team as we work towards improving service efficiency and reliability. Further updates will be provided as developments progress.

Ongoing Capital Projects

Several key capital projects are progressing across roads, fleet, and transit operations. Below is a status update on ongoing initiatives:

Roads

1. Street Light Projects – Installation of new street lighting is forthcoming, with schedules dependent on contractor availability and weather conditions. This initiative will enhance roadway visibility and improve overall safety.
2. 2025 Roads Program – Planning and preparations for the 2025 Roads Program are underway, with work tentatively scheduled to begin in early June. The timeline remains weather- and contractor-dependent, and updates will be provided as scheduling becomes clearer.
3. Engineering Services – Intersections – The project is currently in the preliminary Request for Proposal (RFP) stage, with a focus on identifying design improvements and traffic flow enhancements at key intersections.
4. Engineering Services – Dawson Point Road and Peter’s Road – The contract has been awarded, and project planning is progressing toward implementation. Further updates on timelines and next steps will follow.
5. Consultant Services – Transit Study – The transit study contract has been awarded, with initial stages of data collection and analysis beginning. This study aims to optimize transit services and assess future needs.

Fleet

1. Loader with Attachment – The procurement and setup of the loader with its required attachments / equipment have been successfully completed. The unit is now fully operational and ready for deployment as needed.
 - 2019 John Deere 624K with front plow & harness, side wing, coupler and bucket.
 - New set of loader tires
 - Auto greaser
 - Quick attach coupler for RPMtech Blower
 - Current cost totals: \$290,356.29

Transit

1. Transit Buses – The new transit buses remain in production, with the expected delivery timeline shifting to early Q2. Coordination with the manufacturer is ongoing to ensure a smooth transition once they arrive. Furthermore, at this time, there has been no discussion with Creative Carriage regarding the recent announcement of auto tariffs.

These capital projects represent significant investments in infrastructure, equipment, and transit services to improve overall efficiency and service delivery.

Prepared by:

“Original signed by”

Mitch McCrank, CET
Manager of Transportation Services

April Monthly Report

Fleet Services



Recent Large Repairs

Unit 24-18

2018 Freightliner Combo Unit (Dump/Plow)

100,216 kms

4,804 hrs

- Power take-off and Hydraulic pump wore out
- Failed to operate any hydraulic functions
- After conversations with Gin-Cor, it was recommended the PTO and pump be replaced
- Cost of repair - \$9,000.00



Unit 23-14

2014 International Combo Unit (Dump/Plow)

172,945 kms

8,371 hrs

- Unit brought in for repair to cross conveyor unit
- Discovered oil dripping onto floor
- Determined oil pan needed replacement
- Cost of repair - \$3,000.00

Elvann Rental Grader

Rental grader unit

- Driveshaft failure while grading Clover Valley Rd.
- Unit required a tow back to main shop for repair



Snowblower – RPM 220

Large snowblower

Hours: 200

- Public works has had issues with RPMtech 220 snowblower from early on.
- In conjunction with Toromont, staff resolved ongoing issues March 7, 2025.
- Staff are currently awaiting service tech repair notes to share with the manufacturer. Costs are unknown at this time.

Transit – 501-20

2020 Alexander Dennis Transit

Mileage: 295,000 kms

Excessive white/blue smoke reported to staff

- After investigation it was determined the particulate filter which was replaced in September by New Liskeard Kenworth was damaged – No Warranty
- Dieseltech called in to diagnose problem with engine
- New injectors, along with particulate filter need to be replaced
- \$20,000.00 in parts



Upcoming Repairs

Unit 23-14

- Lack of power, uses excessive coolant
- Unit was scheduled to be repaired in February (North Bay) but postponed due to other breakdowns.
- Unit expected to leave once winter plowing is complete

Unit 47-04

- New tires are required for the loader/backhoe
- Staff anticipate receiving quotes in April 2025 with an installation goal prior to the end of winter schedule.

Transit 500-20

- Engine wiring harness has been spliced numerous times
- Dieseltech recommended in 2024 to replace the wiring harness, but no parts were available
- As of March 20, 2025 – part has appeared on NFI parts for \$9,350.84 – however no stock currently. Staff are working with NFI Part to source a new harness.

Unit 27-16 – New Liskeard Sander - Transmission Flush

Unit 25-16 – Haileybury Sander – Rear Suspension Repairs

Unit 41-18 – New Liskeard Trackless – Center Pin Replacement

Unit 24-18 – Dymond Plow Truck - Engine Service / ACE Computer Issues

New Fleet Update

Five – Chevrolet Silverado 1500 WT's are in circulation

- One assigned to Recreation Dept.
- Three assigned to Public Works
- One assigned to Fire Services (Still being outfitted by Fleet Services)

One – Chevrolet Silverado 2500HD due to arrive at dealer this week

- To be assigned to the Recreation Department once new plow system is installed by OK Tire

Retiring Vehicles

Public Works Units: 17-16, 18-16, 19-16

Recreation Department Units: 03-17, 04-17

Fire Services Unit: 14-17

CVOR Inspection Outlook

Staff plan upcoming inspections based on the provincial government's Commercial Vehicle Operator's Registration (CVOR). Outlook is described below:

Public Works (3)

- 27-16 Freightliner Sander
- 28-15 Peterbilt Roadpatcher
- 31-19 Highway Plow Truck

Recreation (1)

- 207-10 Utility Trailer

Fire (1)

- 08-22 Freightliner Rescue

Transit (2)

- 500-20 Alexander Dennis 30'
- 504-19 Ford Elkhart

Transit System

As of: March 24, 2025

500-20

Status: **Operating**

Outstanding Repairs: Engine wiring harness

Last Known Mileage: 344,720 kms

501-20

Status: **Down**

Outstanding Repairs: Injectors / Particulate Filter Replacement

Expected Return to Service Date: Friday, March 21, 2025

Last Known Mileage: 294,296 kms

502-15

Status: **Operating**

Outstanding Repairs: None

Last Known Mileage: 596,474 kms

503-15

Status: **Down**

Outstanding Repairs: Quality Sensor – NO STOCK, No ETA on Parts – Alexander Dennis can't promise this will repair the bus

Last Known Mileage: 531,448 kms

504-19

Status: **Operating**

Outstanding Repairs: None

Last Known Mileage: 104,934 kms

Spring Changeover

Staff will soon begin the spring switchover which includes the conversion of the following pieces of equipment:

- Two tandems converted from snowplows to water tankers.
- Two trackless units converted from carrying plow/sand equipment over to sweeping gear.
- Two loaders outfitted with sweeper brooms.
- One Freightliner sweeper truck has been inspected and brooms have been replaced.



Memo

To: Mayor and Council
From: Steve Burnett, Manager of Environmental Services
Date: April 1, 2025
Subject: 547 Barr Drive Lease Agreement Extension
Attachments: N/A

Mayor and Council:

At the Committee of the Whole Meeting held on November 5, 2024, Council approved entering into a lease agreement with Phippen Waste Management (PWM) for the use of the property located at 547 Barr Drive in New Liskeard (Spoke Transfer Station) with a term of February 1, 2025, until April 30, 2025 and a payment of \$ 4,500.00 per month ([By-law No. 2024-133](#)). This agreement allows PWM to provide recycling services to neighboring communities that haven't transitioned, as well as to service the Industrial, Commercial, and Institutional (ICI) sectors.

Earlier this year, PWM requested that the City consider extending the lease agreement to allow time for the construction of a new recycling receiving facility. The term of the agreement under Section 2 of the above-noted by-law, allows for an option to extend the agreement on a monthly basis, pending approval by both parties.

This request was discussed at the senior management level, resulting in staff recommending that, in accordance with Section 2 of By-law 2024-133, being an agreement with Phippen Waste Management for the lease of the property located at 547 Barr Drive (Spoke Transfer Station), Council extend the term of the lease on a monthly basis effective May 1, 2025, and terminating on August 31, 2025.

Prepared by:

Steve Burnett
Manager of Environmental Services

Reviewed and submitted for
Council's consideration by:

Sandra Lee
City Manager

Subject: 2025 Roads Program – Tender Award

Report No.: PW-013-2025

Agenda Date: April 1, 2025

Attachments

Appendix 01: RFT Results

Appendix 02: Proposed 2025 Program

Appendix 03: Draft Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-013-2025;
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with Miller Paving Limited for:
 - a. The 2025 Roads Program, with an upset limit of \$500,000.00 (including applicable taxes);
 - b. The Farr Park Project for \$65,750.00 (excluding applicable taxes); and
 - c. 2025 Golf Course Road Rehabilitation Project for approximately \$512,816.12 (including applicable taxes) to meet the Northern Ontario Resource Development Support (NORDS) funding deadlines;

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

Background

During the 2025 budget deliberations, Council approved a budget of \$500,000 for the 2025 Roads Program, which includes resurfacing and rehabilitation projects. Additionally, Council considered upgrades to Farr Park in Haileybury, with asphalt installation and pathway extensions included in this tender for efficiency.

Recently, Northern Ontario Resource Development Support (NORDS) Fund officials have clarified eligible expenses and project completion deadlines which require a slight change in project specifics and timelines. The bridge component of Golf Course will be deferred, and funding will be used to finish the road surface. The bridge remains on the list of capital projects for future years.

Roads are selected based on the following criteria:

- The City's Asset Management Plan
- Pavement Condition Index (PCI) ratings
- Road use and function
- Annual Average Daily Traffic (AADT) estimates
- Maintenance class type
- Operational records and review of underground infrastructure

A Request for Tender (RFT) was issued on February 10, 2025, closing on February 26, 2025. To secure a qualified contractor for road resurfacing at competitive pricing. Estimated quantities were provided but remain subject to adjustments based on field conditions.

Analysis

A single bid was received from **Miller Paving Limited**. The company has an established history of successful project delivery in Temiskaming Shores and Northern Ontario. The submission was reviewed for compliance and found to be complete, aligning with the City's Procurement Policy (By-Law 2017-015) regarding single-bid situations.

The recommended award covers various resurfacing methods and their estimated costs:

Method	Approx. Length	Cost
Pulverizing	1000 meters	\$ 84,380.00
Cold Milling	1000 meters	\$ 91,700.00
Hot Mix Super Pave 12.5	1000 meters	\$ 321,750.00
Surface Treatment (Initial Single)	1000 meters	\$ 89,300.00
Surface Treatment (Repeat Single)	1000 meters	\$ 48,775.00
Surface Treatment (Double)	1000 meters	\$ 130,925.00
Crack Sealing	3000 meters	\$ 42,000.00
Fog Seal	1000 meters	\$ 18,750.00
Farr Park Project	LS	\$ 65,750.00
Total Estimated Costs		\$ 893,330.00

Final invoicing will be based on actual measurements verified through calibrated equipment. The City reserves the right to modify project scope based on budgetary and site-specific conditions.

Priority Road Sections (Appendix 2) (subject to change):

- Whitewood Avenue (ONR to High Street - Approximately 450 m)

- Surface Treatment – Rockley, Silver Center, Quarry
- Sections of Birch, McCamus, Russell, Cecil, Algonquin, Rockley
- Golf Course Road (River Road to 2022 termination joint – NORDS Funding)

Relevant Policy / Legislation / City By-Law

- 2025 Public Works Capital Budget
- [By-Law No. 2017-015, Procurement Policy](#)

Consultation / Communication

- Consultation with City Staff throughout the project
- Consultation with Public Works 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

This project is approved in the current budget and falls within the allocated budgetary limits. The Manager of Transportation Services will serve as the Project Manager, with Public Works staff providing oversight and field verification as required. A project kick-off meeting with the contractor is scheduled for May 2025.

The Farr Park Upgrade will be managed by the Director of Recreation. The lump sum price is within the budget figure for the project. This project is partially funded by the NOHFC.

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. The method of supply and delivery is in line with current scope of paving operations and no planned changes exist currently.

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

Sandra Lee
City Manager

Document Title: **PWO-RFT-003-2025 – Roadway Rehabilitation Services**
 Closing Date: **Wednesday, February 26, 2025** Closing Time: **2:00 p.m.**
 Department: **Public Works** Opening Time: **3:00 p.m.**

Attendees via teleconference: **Microsoft Teams**

City of Temiskaming Shores:

Logan Belanger Clerk	Kelly Conlin Deputy Clerk	Mitch McCrank Manager of Transportation	
			

Others (Microsoft Teams):

Millers - Jessica		
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Submission Pricing

Bidder:

Description	Amount (Excluding Tax)
Part A – Sections 1 through 5	\$ 719,155.00
Part B – Additional Rehab Services	\$ 60,750.00
Part C – Farr Park Project	\$ 65,750.00

Bidder:

Description	Amount (Excluding Tax)
Part A – Sections 1 through 5	\$
Part B – Additional Rehab Services	\$
Part C – Farr Park Project	\$

Bidder:

Description	Amount (Excluding Tax)
Part A – Sections 1 through 5	\$
Part B – Additional Rehab Services	\$
Part C – Farr Park Project	\$

Note: All offered prices are offers only and subject to scrutiny. Submissions will be reviewed for errors, omissions and accuracy by municipal staff prior to any awarding. All proponents whether successful or not will be notified of results, in writing at a later date.

2025 Roadway Resurfacing Program (Subject to Change)

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

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

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

Golf Course Road

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

Surface Treatment Program

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

Approved 2025 Roads Program Allocation	\$ 500,000.00
Approved 2025 NORDS Fund Allocation	\$ 512,816.12

The Corporation of the City of Temiskaming Shores

By-law No. 2025-000

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

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

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

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

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

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

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

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

Mayor

Clerk



Schedule "A" to

By-law 2025-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

Miller Paving Limited

Roadway Rehabilitation Services within the City of Temiskaming Shores

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

Between:

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

and

Miller Paving Limited
(hereinafter called “the Contractor”)

Witnesseth:

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

Article I:

The Contractor will:

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

Article II:

The Owner will:

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

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

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

Article III:

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

The Contractor:

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

The Owner:

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

The Manager of Transportation Services:

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



Appendix 01 to
Schedule "A" to

By-law No. 2025-000

2025 Roadway Rehabilitation Program

2025 Roadway Resurfacing Program (Subject to Change)

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

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

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

Golf Course Road

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

Surface Treatment Program

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

Approved 2025 Roads Program Allocation	\$ 500,000.00
Approved 2025 NORDS Fund Allocation	\$ 512,816.12



Appendix 02 to
Schedule "A" to

By-law No. 2025-000

Form of Agreement

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

Form of Tender

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

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

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

Section 1 - Base Preparation - Pulverizing Existing Surface

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

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

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

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

Section 3 – Hot Mix Asphalt (SuperPave 12.5)

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

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

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

Section 5 – Surface Treatment (Repeat Single Lift)

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

Additional Rehabilitation Services / Projects

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

Summary Table

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

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

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

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

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

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

Acknowledgement of Addenda

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

Bidder's Authorized Official: Britt Herd

Title: Senior Manager, Estimating and Contracts

Authorizing Signature: 

Date: February 26, 2025

Form 1 to be submitted.

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

Non-Collusion Affidavit

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

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

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

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

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

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

Signed: 

Title: Senior Manager, Estimating and Contracts

Company Name: Miller Paving Limited

Form 2 to be submitted.

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

Conflict of Interest Declaration

Please check appropriate response:

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

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

List Situations:

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

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

Signature: 

Bidder's Authorized Official: Britt Herd

Title: Senior Manager, Estimating and Contracts

Company Name: Miller Paving Limited

Form 3 to be submitted.

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

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

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

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

Name: Britt Herd Company Name: Miller Paving Limited

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

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

OR

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

Form 4 to be submitted.

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

List of Proposed Sub-Contractors

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

Name	Address	Component
Own Forces		

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

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

Signature: 
Bidder's Authorized Official: Britt Herd
Title: Senior Manager, Estimating and Contracts
Company Name: Miller Paving Limited

Form 5 to be submitted

Subject: 2025 FoodCycler Program

Report No.:

PW-014-2025

Agenda Date:

April 1, 2025

Attachments

Appendix 01: 2024 FoodCycler Program Report Card

Appendix 02: Food Cycle Science Proposal (Draft By-law)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-015-2025; and
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with Food Cycle Science Corporation, for the supply and delivery of the FoodCycler product, and management support of the Project, based on 50 households at an estimated net municipal cost of \$6,400.00, for consideration at the April 15, 2025, Regular Council Meeting.

Background

At the Regular Meeting of Council held on October 17, 2023, Council received a presentation from Food Cycle Science (FCS) in relation to food waste diversion. It was identified that 63% of food waste is avoidable and household waste is comprised of 25-50% organics, thus being a large contributor to Green House Gas emissions.

A solution to this problem is a household product called the FoodCycler. The FoodCycler device processes food waste which converts it into a nutrient-rich by-product that may be used to enrich soil.

At the Regular Council Meeting held on December 19, 2023, Council approved entering into an agreement with Food Cycle Science Corporation, for the supply and delivery of the FoodCycler product based on 100 households, for an estimated net municipal cost of \$12,500.00.

At the Committee of the Whole Meeting held on February 6, 2024, Council approved increasing funds within the 2024 Solid Waste Operating Budget to account for the uptake in registration, which reflected the purchase of additional units resulting in a net municipal cost increase of \$ 6,100.00 plus HST.

The 2024 pilot program was a success and is summarized in Appendix 01 - 2024 FoodCycler Program Report Card.

- [By-Law No. 2023-125 – Food Cycle Science Agreement](#)

Consultation / Communication

- October 17, 2023 Regular Meeting of Council - Food Cycle Science Presentation
- Administrative Report PW-027-2023 – FoodCycler Pilot Program
- Administrative Report PW-004-2024 – FoodCycler Pilot Program
- Administrative Report PW-015-2025 – 2025 FoodCycler Program

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

Sufficient funds have been approved within the 2025 Solid Waste Operating Budget.

Climate Considerations

The implementation of this program will assist in the reduction of Green House Gas emission within Temiskaming Shores.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for Council's consideration by:

“Original signed by” _____

“Original signed by” _____

Steve Burnett
 Manager of Environmental Services

Sandra Lee
 City Manager



FoodCycler™ Pilot

Congratulations on completing a successful 12-week FoodCycler Pilot Program! The City of Temiskaming Shores is among the 130+ municipal partners that have implemented the FoodCycler as a trusted food waste solution and shown its commitment to a sustainable future.

There were

 **154** participating households in Temiskaming Shores

4.7 Star Average Rating



What you diverted

 **52** metric tonnes of CO2 emissions diverted per year

WITH THIS AMOUNT OF CO2E DIVERTED, YOU TAKE THE EQUIVALENT OF

 **12.4** gasoline-powered vehicles off the road annually

 **40** metric tonnes of food waste diverted per year

WITH THIS AMOUNT OF WASTE DIVERTED, YOU ARE SAVING

 **37.4** garbage bags per household annually. Your local landfill thanks you!

What Your Neighbours Say



will continue to use their FoodCycler



would recommend a FoodCycler to others



are now more aware of their food waste

“ I think it was a great program. Previously I composted, but my bin is not in an ideal location. Through the municipal presentation and the information provided with the FoodCycler, I learned about the danger of inefficient composting - that problematic gases can be created if composting is not in ideal conditions. Now I don't have to worry about that and can use my FoodCycler and add to my garden. Thank you for engaging in this pilot program”

– RESIDENT

“ Great initiative. Producing less waste is an important part of caring for your community.”

– RESIDENT

Interested in purchasing a FoodCycler for your home?

Reach out to your municipality to request participation in future pilot rounds.



The Corporation of the City of Temiskaming Shores

By-law No. 2025-000

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

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

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

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

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

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

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

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

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

Mayor

Clerk

DRAFT



Schedule "A" to

By-law No. 2025-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

Food Cycle Science Corporation

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



FOODCYCLER® MUNICIPAL FOOD WASTE DIVERSION PILOT PROGRAM



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

Monday, March 3, 2025

The FoodCycler® Food Waste Diversion Municipal Pilot Program

Dear City of Temiskaming Shores Staff and Council,

Thank you for your interest in food waste diversion in your community. Food Cycle Science (FCS) is an organization born from the alarming fact that 63% of food waste is avoidable and responsible for about 10% of the world's greenhouse gas emissions. FCS has developed an innovative solution that reduces food waste in landfills, takes more trucks off the road, reduces infrastructure and collection costs, and contributes to a significant reduction in CO2E compared to sending food to landfills. We deploy our patented technology to households around the world, helping them take ownership of their food waste and environmental impact.

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

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

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

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

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

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

Warm regards,

The FoodCycler® Municipal Team



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

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

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

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

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

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

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

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



The FoodCycler Product Family

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

**FoodCycler™
Eco 3**



**FoodCycler™
Eco 5**



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

Recycle Your Food Waste in 3 Easy Steps



Step 1:

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



Step 2:

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



Step 3:

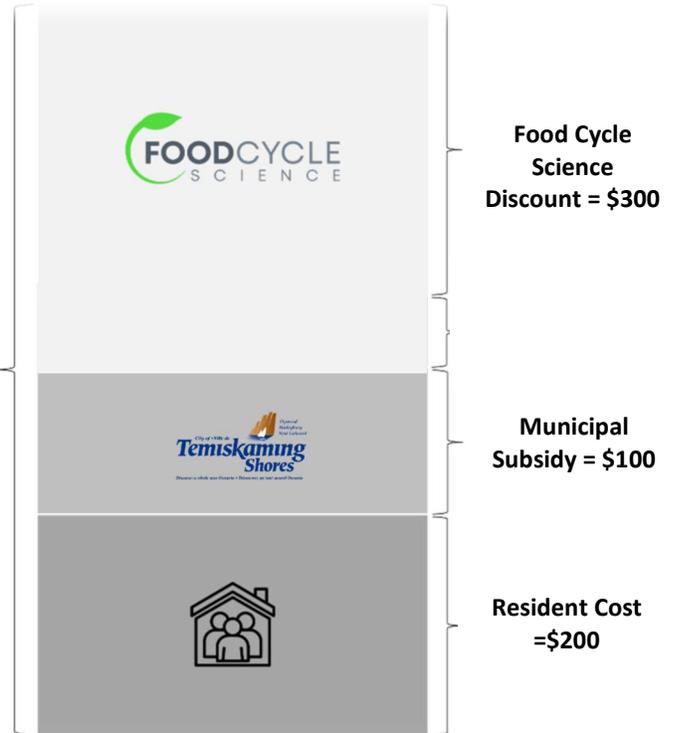
Press Start. In 8 hours or less, your food waste will be transformed into a nutrient rich soil amendment that can be integrated back into your soil. The cycle runs quietly and with no odours or GHG emissions.

FoodCycler Funded Pilot Program – Subsidy Model

FoodCycler Eco 3



Retail Price
=\$600



FoodCycler Eco 5



Retail Price
= \$800



FoodCycler Funded Pilot Program Recommendation and Details

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

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

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

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

Total Invoiced Amount

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

Plus applicable taxes.

Net Municipal Cost:

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

Plus applicable taxes.

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

Purchase and Program Terms

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

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

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

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

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

Accessories:

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

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

Surveys / Tracking:

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

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

Customer Support / Replacement Units:

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

Marketing and Promotion

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

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

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

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

An effective communication plan can be achieved by:

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

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

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

Summary and Acceptance of Terms

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

Summary of pilot program costs:

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

Terms Accepted and Agreed by City of Temiskaming Shores:

Name / Title

Name / Title

Signature

Date

Signature

Date

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

Sincerely,

Farah Sherifdeen

Municipal Program Coordinator

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



Food Cycle Science Corporation
371A Richmond Road, Suite #4
Ottawa, ON K2A 0E7
www.foodcycler.com

Memo

To: Mayor and Council
From: Mathew Bahm, Director of Recreation
Date: April 1, 2025
Subject: NOHFC – Community Enhancement Program Funding Agreement
Attachments: Appendix 01 – Funding Agreement (Draft By-law)

Mayor and Council:

City staff provided a memo to Council at its September 3, 2024, Committee of the Whole meeting which provided an update on the City's ongoing application to the NOHFC's Community Enhancement Stream for upgrades to City parks. At that meeting, Council affirmed its commitment to the project with an updated resolution which was included in the City's final submission for funding.

The City was notified on October 25, 2024, that its application was approved and this project, including the City's required contribution was included within the 2025 Capital Budget.

The final funding agreement was received by the City on March 11, 2025, and is attached for Council's review.

Procurement for the various aspects of this project are ongoing with final completion expected in summer 2025. The NOHFC is contributing \$269,438 towards the project with \$50,000 being contributed through a private donation and the City contributing \$91,026.

Staff have reviewed the funding agreement, and no areas of concern have been noted. Staff are therefore recommending that the City execute the agreement for funding with the NOHFC.

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Mathew Bahm
Director of Recreation

Sandra Lee
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2025-000

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

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

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

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

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

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

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

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

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

Mayor

Clerk

DRAFT



Schedule “A” to

By-law No. 2025-000

Being a funding Agreement between

The Corporation of the City of Temiskaming Shores

and

Northern Ontario Heritage Fund Corporation (NOHFC)

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

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

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

(“**NOHFC**”)

- and -

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

(the “**Recipient**”)

Background:

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

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

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

Consideration:

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

1.0 INTERPRETATION AND DEFINITIONS

1.1 Interpretation. For the purposes of interpretation:

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

main body of this Agreement governs unless otherwise specified.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Project” means the undertaking described in Schedule A.

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

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

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

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

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

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

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

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

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

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

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

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

2.0 THE PROJECT

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

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

(a) by the Project Completion Date; and

(b) in accordance with the Project Budget,

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

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

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

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

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

2.7 **Publicity.**

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

3.0 **CHANGES**

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

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

4.0 **FUNDS AND PAYMENT**

4.1 **Payment of Funds.**

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

aggregate limit of the Maximum Funds; and

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

4.2 Limitations on Funding.

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

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

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

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

5.0 **REPRESENTATIONS, WARRANTIES AND COVENANTS**

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

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

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

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

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

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

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

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

6.0 REPORTING, ACCOUNTING, AND REVIEW

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

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

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

specified in the request.

7.0 INDEMNITY

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

8.0 INSURANCE

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

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

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

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

9.0 TERMINATION ON NOTICE

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

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

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

10.0 **EVENT OF DEFAULT AND CORRECTIVE ACTION**

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

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

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

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

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

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

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

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

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

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

11.0 REPAYMENT AND SET OFF

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

12.0 PAYMENT BY NOHFC OF AMOUNTS OWING BY RECIPIENT

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

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

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

13.0 **NOTICE**

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

To NOHFC:

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

Attention: Executive Director

Fax: 705-945-6701

E-mail:
NOHFC.FinancialServicesUnit@ontario.ca

To the Recipient:

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

Attention: Matt Bahm, Director of
Recreation

Fax: N/A

E-mail: mbahm@temiskamingshores.ca

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

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

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

14.0 **ENTIRE AGREEMENT AND MODIFICATION OF AGREEMENT**

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

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

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

15.0 **ASSIGNMENT**

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

16.0 **ACKNOWLEDGEMENTS**

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

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

17.0 SURVIVAL

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

18.0 MISCELLANEOUS

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

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

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

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

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

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

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

[Signature page follows]

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

**NORTHERN ONTARIO HERITAGE FUND
CORPORATION**

Date

Name: John Guerard
Title: Executive Director

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

Date

Name:
Title:

Name:
Title:

I/We have authority to bind the Recipient.

SCHEDULE A
PROJECT DESCRIPTION

1. Project Summary

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

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

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

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

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

2. Project Location

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

3. Project Plan

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

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

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

**SCHEDULE B
PROJECT BUDGET**

1. Project Costs Chart

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

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

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

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

2. Project Funding Chart

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

**SCHEDULE C
CHANGE REQUEST FORM**

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

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

The Recipient hereby requests the following modifications to the Agreement:

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

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

Replace the Project Plan with the following:

Project Plan

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

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

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

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

SCHEDULE C
CHANGE REQUEST FORM (CONT'D)

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

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

- Replace the Project Costs Chart with the following:

Project Costs Chart

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

- Replace the Project Funding Chart with the following:

Project Funding Chart

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

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

SCHEDULE C
CHANGE REQUEST FORM (CONT'D)

3. Amendment

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

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

Further, the Parties herein agree that:

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

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

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

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

[Signature page follows]

SCHEDULE C
CHANGE REQUEST FORM (CONT'D)

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

Name:
Position:

Date: _____

Name:
Position:

I/We have authority to bind the Recipient.

NORTHERN ONTARIO HERITAGE FUND CORPORATION

Name:
Position:

Date: _____

Memo

To: Mayor and Council
From: Mathew Bahm, Director of Recreation
Date: April 1, 2025
Subject: Seniors Active Living Centre – Transfer Payment Agreement
Attachments: Appendix 01 – 2025-03-20 SALC TPA Letter
Appendix 02 – Proposed Grant Agreement (Draft By-law)

Mayor and Council:

The City of Temiskaming Shores submitted an application to the Province of Ontario's Seniors Active Living Centre (SALC) 2024-2025 Call for Proposals in September 2024. The City's application included an expansion of the All Age Friendly program to support programming to more seniors within the community.

The City received a letter from the Hon. Raymond Cho, Minister for Seniors and Accessibility on January 8, 2025 outlining that we had been successful with our application and were being added to the Seniors Active Living Centre program.

The SALC program is an ongoing funding program which provides recipients with up to \$55,000 per year in operational funding to support seniors programming.

As part of the SALC onboarding process, the City submitted its 2025-2026 program budget for review by ministry staff. The Ministry for Seniors and Accessibility has provided the City with a transfer payment agreement (TPA)

The TPA for the program was received by the City on March 20, 2025, and is attached for Council's review.

Due to the ongoing nature of the TPA for this program and the deadline for signing of April 11, 2025, staff are requesting Council to delegate authority to the City Manager to execute any agreements with the Ministry of Seniors and Accessibility regarding the City's Seniors Active Living Centre program. The annual funding allocation is below the signing authority threshold for the City Manager.

Prepared by: _____ Reviewed and submitted for
Council's consideration by:

"Original signed by"

Mathew Bahm
Director of Recreation

"Original signed by"

Sandra Lee
City Manager

Ministry for Seniors and
Accessibility

777 Bay Street, Suite 600C
Toronto ON M7A 2J4
www.ontario.ca/seniors

Ministère des Services aux aînés et
de l'Accessibilité

777, rue Bay, bureau 600C
Toronto, ON M7A 2J4
www.ontario.ca/personnesagees



March 20, 2025

Mathew Bahm
Director of Recreation
The City of Temiskaming Shores
325 Farr Drive
Haileybury ON P0J1K0

Re: 2024-25 Seniors Active Living Centres Program Expansion - Transfer Payment Agreement

Dear Mathew Bahm:

Thank you for your patience during the caretaker period for the provincial election. We are pleased to resume activities to onboard your new Seniors Active Living Centre (SALC) program as part of the 2024-25 Seniors Active Living Centres Program Expansion. As indicated in your Minister's letter in January we are providing you with a Transfer Payment Agreement (TPA) for signature. We ask that you review and sign the TPA and return it to your ministry contact as soon as possible, however signed TPAs must be returned no later than **April 11, 2025**.

Once your signed TPA is returned to your ministry contact, it will be signed by the ministry and a fully executed copy will be provided for your records. Upon execution of the TPA an operational funding letter detailing your 2024-25 Q4 start-up funding amount will be provided, after which the Q4 start-up payment will be flowed. **Information on timing and spending of the Q4 start-up payment will be provided shortly.**

Please review the TPA and:

- Update the organization contact information in Schedule B as necessary.
- Coordinate with your ministry contact to correct any errors in the program site address information in Schedule C.
- Ensure at least one individual in your organization with authority to bind the organization signs the TPA.
- Return the signed TPA and Certificate of Insurance to your ministry contact **as soon as possible** to enable the 2024-25 Q4 start-up payments to be made.

To increase Ministry oversight and align all new TPAs with Ontario Public Service best practices, your TPA will have an expiry date of up to five (5) years from the TPA effective date.

Ministry staff are available to support you during this process by responding to your questions as quickly as possible, and providing overall support to you and your organization as you go through the TPA process. If you have any questions about the TPA process, please get in touch with your ministry contact.

The Ontario government is committed to providing the programs and services that seniors need to stay active and engaged and to reduce social isolation. We greatly appreciate your work to help Ontario's seniors keep active, healthy and connected.

Sincerely,

Original signed by

Hin Lun Lee
Acting Director, Planning and Programs Branch

cc: Tanya Litt
Regional Development Advisor

The Corporation of the City of Temiskaming Shores

By-law No. 2025-000

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

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

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

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

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

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

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

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

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

Mayor

Clerk

DRAFT



Schedule “A” to

By-law No. 2025-000

Being a funding Agreement between

The Corporation of the City of Temiskaming Shores

and

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

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

ONTARIO TRANSFER PAYMENT AGREEMENT

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

BETWEEN:

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

(the “Province”)

and

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

(the “Recipient”)

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

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

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

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

2.0 CONFLICT OR INCONSISTENCY

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

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

3.0 COUNTERPARTS

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

4.0 AMENDING THE AGREEMENT

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

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

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

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

5.0 ACKNOWLEDGEMENT

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

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

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

- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project;
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act; and
- (f) the Province is bound by the *Financial Administration Act* (Ontario) ("**FAA**") and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,
 - (i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or
 - (ii) the payment having been charged to an appropriation for a previous fiscal year.

SIGNATURE PAGE FOLLOWS

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

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Minister for Seniors and
Accessibility**

Date

Name: Maureen Ennis

Title: Director, Planning and Programs Branch

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

Date

Name: Mathew Bahm

Title: Director of Recreation

I have authority to bind the Recipient

**SCHEDULE “A”
GENERAL TERMS AND CONDITIONS**

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

“Additional Provisions” means the terms and conditions set out in Schedule “B”.

“Agreement” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, the Budget, Program Guidelines and Funding Letter and any amending agreement entered into pursuant to section 4.1.

“Budget” means a Project budget set out in a Funding Letter for the relevant Funding Year.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“Effective Date” means the date set out at the top of the Agreement.

“Event of Default” has the meaning ascribed to it in section A12.1.

“Expiry Date” means the date on which the Agreement will expire and is set out in Schedule “B”.

“Funding Letter” means the letter(s) from the Province to the Recipient indicating information relating to the Project such as the approved Budget to the

Recipient to carry out a Project for the relevant Funding Year.

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

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

“Indemnified Parties” means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees and employees.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

“Maximum Funds” means the maximum Funds set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b) and includes any such period or periods of time by which the Province extends that time pursuant to section A12.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

“Program Guidelines” means the Seniors Active Living Centre Program Guidelines for the relevant Funding Year.

“Project” means the undertaking described in Schedule “C”.

“Project End Date” means the date on which the Project will terminate. If a specific date is not included in the Program Guidelines, the Project End Date is as follows:

(a) in the event that the Recipient operates on the government fiscal year, March 31 of the relevant Funding Year;

(b) in the event that the Recipient operates on a calendar fiscal year, December 31 of the relevant Funding Year;

“Records Review” means any assessment the Province conducts pursuant to section A7.4.

“Reports” means the reports described in the Program Guidelines for the relevant Funding Year.

A2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

A2.1 General. The Recipient represents, warrants and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of a Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and capacity to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 Governance. The Recipient represents, warrants and covenants that it has, and will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient’s organization;
- (b) procedures to enable the Recipient’s ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;

- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient with Funds up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan set out in the Programs Guidelines for the relevant Funding Year; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof required pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is

satisfied with the progress of the Project;

- (c) the Province may adjust the amount of Funds it provides to the Recipient for any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.2.

A4.3 Use of Funds and Carry out the Project. The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has been or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 Interest Bearing Account. If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 Interest. If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 Rebates, Credits, and Refunds. The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 Acquisition. If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent

applicable.

A5.2 **Disposal.** The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 **Province Includes.** For the purposes of sections A7.4, A7.5 and A7.6, "Province" includes any auditor or representative the Province may identify.

A7.2 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address set out in Schedule "B":

- (i) all Reports in accordance with the timelines and content requirements set out in the Program Guidelines for the relevant Funding Year;
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
- (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 Records Review. The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or both of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3;
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 **No Control of Records.** No provision of the Agreement will be construed to give the Province any control whatsoever over any of the Recipient's records.

A7.8 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 **Indemnify.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the gross negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 **Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Projects would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount set out in Schedule "B" per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) at least 30 days' written notice of cancellation.

A10.2 **Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage required by section A10.1; or
 - (ii) other proof that confirms the insurance coverage required by section A10.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

A11.0 TERMINATION ON NOTICE

A11.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

A11.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;

- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii);
- (b) the Recipient's operations, its financial condition, its organizational structure, or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate.

A12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;

- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.

A12.3 **Opportunity to Remedy.** If, in accordance with section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A12.4 **Recipient not Remediating.** If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A12.5 **When Termination Effective.** Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A12.0, if, by the end of a Funding Year, the Recipient has not spent all of the Funds allocated for that Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds;
- (b) adjust the amount of any further instalments of Funds accordingly.

A14.0 FUNDS UPON PROJECT END DATE AND EXPIRY OF AGREEMENT

A14.1 **Funds Upon Project End Date.** Upon the Project End Date, the Recipient will pay to the Province any Funds allocated for the Project remaining in its possession, under its control, or both.

A14.2 **Funds Upon Expiry.** Upon expiry of the Agreement, the Recipient will pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds.

A15.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds or any other amounts owing under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds or any other amounts owing under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province

immediately, unless the Province directs otherwise.

A15.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B”.

A15.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

A16.0 NOTICE

A16.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule “B”, or as either Party later designates to the other by Notice.

A16.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of fax, one Business Day after the Notice is delivered; and
- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 **Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, courier or by fax.

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 **Consent.** When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A19.0 WAIVER

A19.1 **Condonation not a waiver.** Failure or delay by the either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.

A19.2 **Waiver.** Either Party may waive any of its rights, powers or remedies under the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver.

A20.0 INDEPENDENT PARTIES

A20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's heirs, executors, administrators, successors, and permitted assigns; and
- (b) the successors to His Majesty the King in right of Ontario.

A22.0 GOVERNING LAW

A22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A23.0 FURTHER ASSURANCES

A23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 **Joint and Several Liability.** Where the Recipient comprises more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of His agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A27.0 SURVIVAL

A27.1 **Survival.** The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, sections A12.1, sections A12.2(d), (e), (f), (g), (h), (i) and (j), Article A13.0, Article 14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

END OF GENERAL TERMS AND CONDITIONS

SCHEDULE “B”

PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Entered into between the Province and the Recipient dated the 1st day of January, 2025.

Maximum Funds	See Funding Letter
Expiry Date	March 31, 2029
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$2,000
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	Name: Hin Lun Lee or the person who occupies the position from time to time Position: Manager, Seniors Programs and Public Education Unit Address: 777 Bay Street, Suite 600C, Toronto, Ontario M5G 2C8 Email: SALCSupport@ontario.ca
Contact information for the purposes of Notice to the Recipient	Name: Lynn Julien Position: Age Friendly Coordinator Address: 325 Farr Drive, Haileybury, ON P0J1K0 Phone: (705) 647-5709 Email: ljulien@temiskamingshores.ca
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	Name: Mathew Bahm Position: Director of Recreation Address: 325 Farr Drive, Haileybury, ON P0J1K0 Phone: (705) 672-33634 x106 Email: mbahm@temiskamingshores.ca

Additional Provisions:

B1. Definitions

“**Legion**” means the Royal Canadian Legion (Legion) which serves veterans, including serving military and RCMP members and their families, to promote Remembrance and to serve local communities.

“**Veterans**” means former members of the Canadian Armed Forces who has completed basic training and was released from service.

B2. Objective. The Project must promote active and healthy living, social

engagement and learning for persons who are primarily seniors by providing them with activities and services.

B3. Funds to Support Objective. All Funds must be spent in support of the objective described in section B2. To continue to receive Funds, the Project must continue to meet this objective.

B4. Prior Approval for Veterans' Project Changes. If the Project description in Schedule "C" indicates the Project will aim to provide activities or services to Veterans and the Recipient is proposing to cease providing services or activities to Veterans, this constitutes a significant change as contemplated by the Program Guidelines and the Recipient must obtain written approval from the Ministry for Seniors and Accessibility before making the change.

B5. Process to Request Veterans Change. To request the approval described in section B4, the Recipient will contact their Regional Development Advisor who will advise the Recipient of the process to follow to request approval to change the Project.

B6. A Project That Aims to Provide Activities or Services to Veterans.

If the Project description in Schedule "C" indicates that the Project will aim to provide activities or services to Veterans, the Recipient will take reasonable steps to:

- promote services and activities available at a Legion local to the Project location, as part of the Senior's Active Living Centre Program priority to connect older adult and senior veterans with community programs and services; and
- coordinate with the Legion local to the Project location to ensure that there is limited to no overlap in programming delivered by a Legion and the Recipient; and
- work collaboratively with their Legion local to the Project location when planning and delivering programs to ensure older adult and senior Veterans in the community can fully benefit from the combination of activities and services offered by the Legion and the Recipient.

SCHEDULE "C"

PROJECT

Entered into between the Province and the Recipient dated the 1st day of January, 2025.

Project Information:

Program Name	All Age Friendly Community		
SALC Program Identifier	2107		
Project Description	The City of Temiskaming Shores proposed SALC program consists of offering mobility and exercise classes geared towards older adults, offer indoor and outdoor programs throughout the fall and winter months to decrease social isolation and increase physical activity. The program seeks to reduce barriers and encourage local older adults to take part in physical activity opportunities, in addition to introducing new activities to the area. We are looking at offering more programs throughout the week to help increase the opportunities for physical activity and decrease social isolation for older adults. By creating more opportunity for social interactions and physical activity, we are helping older adults live healthier lifestyle which increases their chances of living at home longer and decreasing their risk of falls.		
Program Site Name	Program Site Street Address	Program Site Municipality	Program Postal Code
Dymond Community Hall	181 Drive-in Theatre Road	New Liskeard	P0J1P0
Dymond Court	310 Grant Drive	New Liskeard	P0J1P0
Harbour Place	451 Farr Drive	Haileybury	P0J1P0
Horne Granite Curling Club	11 May Street South	New Liskeard	P0J1P0
Lawrence "Bun" Eckensviller Community Hall	90 Whitewood Avenue	New Liskeard	P0J1P0
Northern College - Haileybury Campus	640 Latchford Street	Haileybury	P0J1P0
Pool and Fitness Centre	77 Wellington Street South	New Liskeard	P0J1P0
Riverside Place	55 Riverside Drive	New Liskeard	P0J1P0
Shelley Herbert-Shea Memorial Arena	400 Ferguson Avenue	Haileybury	P0J1K0

Temiskaming Nordic Ski Club	Forest Access Road	Coleman Township	P0J1P0
Tri-Town Bowling Lanes	331 Main Street	Haileybury	P0J1P0

Memo

To: Mayor and Council
From: Mathew Bahm, Director of Recreation
Date: April 1, 2025
Subject: Recreation Operations Update (April)
Attachments: Appendix 01 – Projects Tracking Sheet
Appendix 02 – PFC Attendance

Mayor and Council:

Below is the monthly operational update from the Recreation department:

Parks and Facilities:

- The outdoor rink season has come to an end, officially ending on Thursday, March 13th. The weather this winter provided a long outdoor rink season, spanning from early January to mid-March.
- Staff are currently doing planning for spring and summer projects including conducting inventory and maintenance on the bollards.
- The electric Olympia recently required maintenance as a left rear wheel contactor needed replacing. A technician from Resurface installed the new contactor under warranty.
- The Don Shepherdson Memorial Arena (DSMA) experienced a minor flood in the dressing room hallway section of the arena. This occurred due to significant snow buildup from the parking lot area, in combination with the heavy rain, flash freeze event. Staff used the loader to remove the snow away from the building.
- The last day for ice rentals will be May 4th for the DSMA and April 6th for the Shelley Herbert-Shea Memorial Arena (SHSMA).

Building Maintenance:

- The TSSA recently conducted a periodic inspection of the ice plant at the SHSMA. We received an order to ensure all doors, electrical conduit, and piping leading into adjacent rooms be sealed, preventing ammonia gas from escaping in the event of a leak. Robin completed the work to comply with the order. We have also applied for an updated Certificate of Inspection on our chiller that was installed in 2022.
- Staff removed snow and ice from the roof at the Dymond Hall and from around the rooftop units at Riverside Place, in preparation for the spring melt.

- Staff completed the repairs on the beach fountain, installing a new bottom frame and floats on the unit, along with completing a new paint job.

Programming:

Aquatics

- Staff reported a successful March break period at the beginning of the month.
- The winter swim lesson session came to a finish the first week of March and the upcoming spring session is well subscribed.
- All current staff (except for one) are now certified swim instructors with the Swim Instructor course finishing. All staff can be scheduled for various shifts without restrictions (except for leadership courses) and this flexibility should improve the scheduling process during the summer.
- Two staff members are enrolling in National Lifeguard Instructor & First Aid Instructor courses. This will allow us to run all Bronze courses as combination Bronze & First Aid and support coverage in the case of unexpected situations.
- A new wheelchair was purchased and assembled for use in the pool. This is an exciting new amenity to offer to our patrons.
- Autism Ontario completed their 3rd swim on March 22nd and booked additional dates through to the end of the year. This may be an ongoing program in our community!

All Age Friendly

- Seasonal indoor programming will be slowly winding down over the next month as we transition to some outdoor programming. Some indoor programs like line dancing and women's exercise class will continue throughout the summer.
- The City is supporting a free hearing clinic on May 6th at Riverside Place in partnership with Canadian Hearing Services.

Healthy Kids

- Healthy Kids sponsored the Little Rocks Program at the Horne Granite Curling Club in New Liskeard to help purchase equipment.
- The City is subsidizing the Brix Toys lego day camp over the summer by lowering the cost for participants. There is one week scheduled in July and one week in August. Both weeks have been filled.

Administration:

- This month I coordinated and attended the Climate Change and Active Travel Committee meetings.
- I also completed and released an RFP for the turn-key installation of an EV charger in New Liskeard.
- A Request for Quote (RFQ) has been issued for the Fire Station #2 showers project and for the Spoke Refurbishment project. Both RFQ's have a deadline for submissions of April 7th.
- Ice time at both arenas has now been allocated for Spring 2025, Summer 2025 and Winter 2025-2026.

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Mathew Bahm
Director of Recreation

Sandra Lee
City Manager

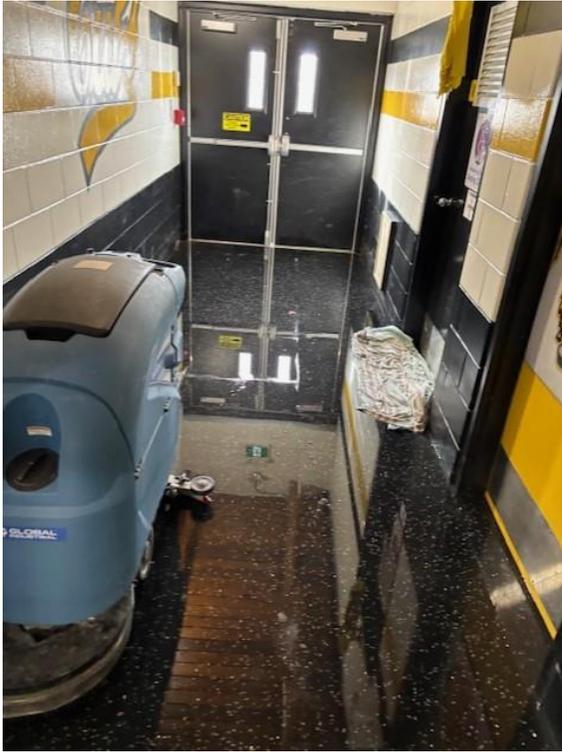


Figure 1 – Excessive Spring melt next to this door at the DSMA caused water to infiltrate the building.



Figure 2 – New shower heads were installed at the DSMA



Figure 3 – Wall penetrations which were sealed on request of the TSSA.

Recreation Department Grants

	Funder	Program	Project	Status
1	Federation of Canadian Municipalities	Decarbonization Pathways	Decarbonization Pathway for 14 Municipal Buildings	Funding Approved – Project ongoing
2	Province of Ontario	Seniors Active Living Centres	All Age Friendly Program Expansion	Funding Approved – TPA provided to Council for decision
3	NOHFC	Enhance Your Community	Parks Upgrade	Funding Approved – Project ongoing
4	Frog’s Breath Foundation	Sept. 2024 Disbursement	Dymond B Outfield Fence	Funding Approved – RFQ Awarded
5	Federation of Canadian Municipalities	Green Fleet Planning	Green Fleet Pathway Report	Funding Approved – Funding confirmed and project awarded
6	Province of Ontario	EV ChargeOn	New Liskeard EV Charger	Funding Approved – RFP released
7	Province of Ontario	Community Sport and Recreation Infrastructure Fund	DSMA Roof Replacement	Awaiting funding decision
8	Ontario Trillium Foundation	Grow Grant	Youth Programming Expansion	Awaiting funding decision
9	Government of Canada	Active Transportation Fund	Georgina Ave STATO Extension	Awaiting funding decision
10	Planet Youth Temiskaming	Youth Activity Fund	Activity Passes for Youth	Awaiting funding decision
11	Frog’s Breath Foundation	March 2025 Disbursement	PFC Equipment	Funding application to be submitted by March 30, 2025

2025 Budgeted Recreation Department Projects

No.	Project	Rec/ BM	Budgeted Cost	Project Lead	Project Method	Year	Capital /Operating	February 26, 2025	March 25, 2025
1	TS Parks Project	Rec	\$ 325,661	Matt	RFP	2024	Capital	Tennis Court resurfacing has been awarded. Staff are working with the vendor to procure the materials prior to any tariffs being implemented. Lighting portion of the project is awarded and equipment ordered. The paving portion of the project was included in the roadway RFT which closed on Feb 26. Other portions of the project are in various stages of procurement.	All major components of the project have now been procured and construction will begin at various times once the weather allows. Smaller aspects of the project will be purchased in the spring. The Tennis court resurfacing material was delivered in March.
2	Energy Audits (PW, PFC, CH, DSMA, RP)	BM	\$ 200,000	Matt	RFP	2023	Capital	Consultant has provided a new completion date of April 4th. A workshop is scheduled on March 10th.	The decision making workshop was completed on March 14th and of consultant is working on completing the final reports for the City by April 4th.
3	EV Charger (New Liskeard)	CS	\$ 100,000	Matt	RFP	2024	Capital	Staff are working with a supplier on a turn-key installation proposal to bring forward to Council.	An RFP has been drafted and released.
4	Shaver Park Rehab Project	Rec	\$ 95,000	Matt	RFQ	2024	Capital	No update	No update
5	Bucke Park Chalet Roof	BM	\$ 65,000	Matt	RFQ	2025	Capital	Not Started	Not Started
6	Fleet Electrification Study	BM	\$ 60,000	Matt	RFP	2025	Capital	RFP has completed and an award recommendation will be presented to Council on March 4th. FCM agreement will also be presented on March 4th.	The funding agreement has been signed and a consultant has been awarded the project.
7	Ball Diamond Fencing	Rec	\$ 54,000	Matt	RFQ	2025	Capital	Project has been awarded to M & G Fencing and is scheduled to be completed in June 2025.	No update
8	Spoke Transfer Station Rehab	BM	\$ 50,000	Matt	RFQ	2025	Capital	Design for the rehab has been completed. A RFQ is being drafted for construction to take place in September.	RFQ has been released with a deadline for submissions of April 7th.
9	NL Fire Station Showers	BM	\$ 45,000	Matt	RFQ	2025	Capital	A preliminary design has been completed and the detailed design work is ongoing.	RFQ has been released with a deadline for submissions of April 7th.
10	Building Condition Assessments	BM	\$ 40,000	Matt	RFP	2025	Capital	No update	No update

11	DSMA Furnace	BM	\$ 35,000	Matt	RFQ	2025	Capital	Not Started		Not Started
12	SHSMA Lions Den Stairs	BM	\$ 22,500	Matt	RFQ	2025	Capital	A RFQ for this work has been released with a closing date of March 19th.		A RFQ was completed with 4 bids submitted. The bids have come in slightly overbudget and, at time of writing, staff are working with the low bidder to modify the scope of work to lower the overall cost.
13	Georgina St STATO Engineering	Rec	\$ 20,000	Mitch	RFP	2025	Capital	Not Started		Not Started
14	Gym Equipment	Rec	\$ 20,000	Jeff	Quotes	2025	Capital	Staff are proposing to submit an application to the Frog's Breath Foundation as part of this purchase. A report on the proposed application will be submitted for the March 4th meeting.		A submission to the Frogs Breath Foundation is being drafted.
15	Kickplate Replacement (Hlby and NL)	Rec	\$ 18,000	Matt	Quotes	2025	Operating	Not Started. Installation must take place when ice has been removed.		Installation has been scheduled to begin at the DSMA the week of May 12th. The SHSMA will commence after the DSMA has been completed.
16	Curb Removal (Lakeshore/Lowry)	Rec	\$ 15,000	Matt	Quotes	2025	Operating	Not Started		Not Started
17	Dymond Hall Door Replacement	BM	\$ 13,000	Matt	Quotes	2025	Operating	Not Started		Not Started
18	Overhead door Replacement	BM	\$ 12,000	Matt	Quotes	2025	Operating	Not Started		Not Started
19	Dymond Complex Roof Repair	BM	\$ 10,000	Paul	Quotes	2025	Operating	Not Started		Not Started
20	Bandstand Roof Replacement	Rec	\$ 10,000	Matt	Quotes	2025	Operating	Not Started		Not Started
21	Recreation Parks Equipment	Rec	\$ 10,000	Matt	Quotes	2025	Operating	Not Started. Will purchase this equipment in May.		Not Started. Will purchase this equipment in May.
22	Wacker Attachment	Rec	\$ 9,600	Paul	Canoe	2025	Capital	Not Started		Not Started
23	Lions Court Wind Screen	Rec	\$ 9,300	Matt	Quotes	2025	Operating	Not Started. Will purchase this equipment in May.		Not Started. Will purchase this equipment in May.
24	PFC Glass	BM	\$ 8,000	Jeff	Quotes	2025	Operating	Not Started		Not Started
25	Hlby WTP A/C	BM	\$ 6,000	Matt	Quotes	2025	Capital	No Update		No Update
26	Hlby Iceplant Electrical Engineering	Rec	\$ 6,000	Matt	Quotes	2025	Operating	Not Started		Not Started
27	Riverside Audio Upgrade	Rec	\$ 5,000	Matt	Quotes	2025	Operating	Not Started		Staff have scheduled a site visit with an audio technician to review options for this project.
28	<u>NL Arena Accessibility Project</u>	<u>BM</u>	<u>\$ 1,000,000</u>	<u>Matt</u>	<u>RFT / PM</u>	<u>2022</u>	<u>Capital</u>	<u>Completed</u>		<u>Completed</u>

Subject: North On Tap 2025 Request for Assistance	Report No.: RS-007-2025
	Agenda Date: April 1, 2025

Attachments

- Appendix 01:** North On Tap Request for Assistance
Appendix 02: Estimated Subsidy

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-007-2025;
2. That Council approve the request from North On Tap for the use of municipal land on Friday July 11, 2025 and on Saturday July 12, 2025; and
3. That Council approves the various in-kind services estimated at \$14,600, including set-up and take down of the event, supply of requested equipment and provision of free boat docking the day of the event

Background

North On Tap is a craft beer festival which has taken place each summer on the Haileybury waterfront since 2017 (2020 and 2021 editions were cancelled due to COVID). North On Tap attracts large numbers of people to our community for this event, which in turn allows organizers to donate profits back to local community organizations.

The event takes place on the Haileybury Waterfront at the Harbour Place Pavilion and surrounding grounds. As part of the event, City staff have historically provided various in-kind services to the event organizers including setup and takedown of the municipality's portable stage, setup and takedown of various equipment such as tables, chairs, picnic tables and garbage cans, and provided other pieces of equipment such as generators and cord covers.

Staff received correspondence from the event's Site and Logistics coordinator outlining their request for assistance for the 2025 edition of North On Tap (Appendix 01) on March 14, 2025. This request was discussed by the Manager of Transportation, the Director of Recreation and the Superintendent of Parks and Facilities.

The Manager of Transportation provided organizers with the Event Road Closure Request Form to facilitate their request for the road closure of Farr Drive.

Analysis

Supporting various festivals and events is not a core service of the City of Temiskaming Shores Recreation department. Most of the large event equipment previously owned by the City was either donated or sold.

Recreation staff have the capacity to support North On Tap's 2025 event based on the assistance requested. In addition, this event aligns with the City's Recreation Master Plan vision for Haileybury as a lifestyle destination.

The provision of in-kind support to North On Tap, including staff overtime, has been calculated at approximately \$14,600. Most of this contribution is associated with staff time required to move, setup and take down various pieces of equipment such as the stage, tables, chairs, picnic tables and garbage cans. Adding to the cost is the necessity to schedule staff for overtime to complete some of these tasks. Recreation staff are still required to maintain regular service levels in other parts of the City before, during, and after the event, which necessitates scheduling overtime to meet the requests of North on Tap.

These estimated costs are not new costs to the municipality but rather opportunity costs whereby time and equipment would not be available to support regular service provision.

North On Tap has also requested the City fund "Family night" with a donation of \$5,000 similar to 2024. Staff are not recommending that the City provide a direct donation to North On Tap for their event. The city does not currently have an event grant program, and no funds were allocated for this purpose in the 2025 budget.

Should Council wish to support the development of an event grant program, City staff recommend that a new policy/process be established through the Temiskaming Shores Development Corporation as part of their 2026 budget. This will allow the City time to benchmark revenues from the Municipal Accommodation Tax being implemented in 2025. A policy/grant process will provide a transparent, fair, and competitive process for all community events and festivals.

Relevant Policy / Legislation / City By-Law

- [Municipal Alcohol Policy – By-law 2019-068](#)
- [Recreation Master Plan – By-law 2020-088](#)

Mathew Bahm

From: [REDACTED]
Sent: March 14, 2025 11:47 AM
To: Mathew Bahm
Cc: Hugo Rivet
Subject: Request for assistance to City of Temiskaming Shores for North On Tap

Good morning Mathew,

This year marks our 7th Edition of the very popular North On Tap Craft Beer Festival. To date, we have given back over \$425 500 to worthwhile not-for-profit groups and organizations in our communities.

Below you will find a request for assistance to the city of Temiskaming Shores for North On Tap Craft beer festival.

1. The closing of Farr Drive from the north side of Marcella Street to the south side of Main Street from Friday July 11th, 2025 at 8:00am to Sunday July 13th, 2025 at 9:00am. We will make sure the emergency services have access in case of an emergency arises.
2. We would also like to reserve some slips for free boat docking on Saturday July 12th 2025 for anyone attending our event by boat. Last year, this was an issue as we did not have any dedicated slips for our festival patrons and the boat traffic was lower. We would welcome to opportunity to meet with you and discuss, how we can better prepare for festival patrons attending our festival by boat.
3. In kind contributions from the city for set up and take down of the site which would include, but not limited to, Friday site set up, fencing, garbage receptacles, tables and chairs, picnic tables, stage for performers, electricity to our vendors booths and generator
4. We would like to request that the city fund the Family night with a donation of \$5000 as in 2024.
5. We would like to reserve the right to amend this request, should the city have additional funds to contribute.

If you have any questions, I can be reached via email or at 705-648-3458.

We would like to take this opportunity to thank the city of Temiskaming Shores and its staff for all their help with the North On Tap craft beer festival.

Fred Rivet
Site and Logistics - NOT

North On Tap Subsidy Calculation

Item	Estimated units	Estimated Subsidy per unit	Total Subsidy
Stage Rental	1	\$ 3,121.20	\$ 3,121.20
Street Closure (incl. barricades)	1	\$ 520.20	\$ 520.20
7000w Generator	1	\$ 364.14	\$ 364.14
Truck and Trailer Rental	1	\$ 208.08	\$ 208.08
Harbour Place Pavillion Rental	3	\$ 79.59	\$ 238.77
Picnic Tables	20	\$ 52.02	\$ 1,040.40
Free Tipping	1	\$ 43.70	\$ 43.70
Marina Slips for free day docking	40	\$ 36.30	\$ 1,452.07
Recycling bins	2	\$ 26.01	\$ 52.02
Garbage Cans	12	\$ 26.01	\$ 312.12
Cord covers	20	\$ 15.61	\$ 312.12
A/P Attendants Regular Hours	38	\$ 45.09	\$ 1,713.31
A/P Attendants OT Hours	48	\$ 67.63	\$ 3,246.26
A/P Students	16	\$ 23.21	\$ 371.34
Management Time	20	\$ 64.28	\$ 1,285.62
Director Staff Time	3	\$ 112.36	\$ 337.07
		TOTAL	\$ 14,618.42

**Note - Markup on staff time is 33%

**FIRE DEPARTMENT ACTIVITY REPORT
OFFICE OF THE FIRE CHIEF**



April 1, 2025

EMERGENCY RESPONSES

Total responses for the period February 27, 2025 – March 25, 2025

Total Emergency Responses (All Stations)	Estimated Dollar Loss	Estimated Dollar Saved
13	Building: \$10,000 Vehicles: \$600,000 (grader) Total: \$610,000	Building: \$2,500,000

Station 1 - Incident Response Summary (5 Calls)

- Fire Call, 374 Niven St South – Grader and Exposure Fire.
- Fire Call, Highway 11 and Fleming Road – Truck, call cancelled on route.
- Fire Call, 422 Farr Drive – Pot on stove (no fire).
- Gas Leak, 367 Sutherland Way – Natural gas.
- Gas Leak, 583535 West Road – Propane.

Station 2 - Incident Response Summary (6 Calls)

- Fire Call, 47 Whitewood Avenue – Other pre fire conditions (no fire).
- Fire Call, 208 Armstrong Street – False alarm, alarm system equipment malfunction.
- Fire Call, 421 Shepherdson Road – Call cancelled on route.
- Fire Call, Armstrong Street (Under Wabi Bridge) – Open air burning/unauthorized.
- Gas Leak, 98 Rebecca Street – Miscellaneous.
- Medical Assist, 238 Grant Street – Call cancelled on route.

Activity Report – February 27, 2025 – March 25, 2025

Station 3 - Incident Response Summary (2 Calls)

- Fire Call, 95 Zetta Court – False Alarm, alarm system equipment malfunction.
- MVC, Hwy 11 and North Quarry Road – Call cancelled on route.

Total responses this year to date,

Total Emergency Responses (All Stations)	Estimated Dollar Loss	Estimated Dollar Saved
37	\$4,175,000	\$2,600,000

FIRE PREVENTION DIVISION

Fire safety inspections conducted for the period of February 27, 2025 – March 25, 2025, by reason included the following:

Request	Complaint	Routine	Licensing	Follow-up	Annual	Burning Permits	Total Inspections
11	3	5		6		2	27

Total Inspections year to date 2025 – 59

Public Education/Events

- Firefighters attended the Temiskaming Shores Skating Club ice show.
- Haileybury Heritage Museum – March break kids camp, fire safety presentation.
- CJTT monthly morning chat, Fire Marshal's message, recent fatal fires and importance of working smoke alarms, open air burning permits and the fire season.
- Fire safety information via social media, CJTT, and the Speaker.

ONGOING INVESTIGATIONS/CHARGES

Nil

TRAINING AND EDUCATION

- Station 1 – Community Risk Reduction.
- Station 2 – First Aid recertification.
- Station 3 – Ropes and Knots.
- 17 Firefighters preparing to challenge Firefighter I certification, written and practical testing.

MAINTENANCE

- Regular maintenance.
- Truck annuals are ongoing.
- SCBA annual flow testing completed.

NEW BUSINESS

- New forestry equipment in service.

Relevant Policy / Legislation / City By-Law

- By-Law No. 2016-040, Temiskaming Shores Fire Department Recruitment and Retention Program.
- By-Law No. 2005-001, Fire Department Establishing and Regulating By-law.

Consultation / Communication

- Consultation with Station #3 District Chief.

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 include the provision of appropriate Volunteer Firefighter Honorariums which have been included in the 2025 Fire Services Operational Budget. All costs associated with the appointment would include the provision of dress uniforms and protective equipment that would be drawn from the fire department's operational budget.

Staffing implications associated with the proposed appointment are limited to normal administrative functions and duties, and the requirement to fill a vacant position within the fire department. Adequate staffing levels are established based on availability and the ability of fire department personnel to respond.

Current fire station staffing levels are as follows:

- 25 members Station #1,
- 23 members Station #2, and
- 21 members Station #3.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Steve Langford

Reviewed and submitted for Council's
consideration by:

"Original signed by"

Steve Langford
Fire Chief

Sandra Lee
City Manager

Subject: Appointment of Auxiliary Firefighter	Report No.: PPP-007-2025
	Agenda Date: April 1, 2025

Attachments

None

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PPP-007-2025; and
2. That Council hereby appoints Eric Begemann as Auxiliary Firefighter to the Temiskaming Shores Fire Department in accordance with the Recruitment and Retention Program.

Background

The Auxiliary Firefighter Program was established in 2016 and allows for up to six (6) Auxiliary members to be in the department.

The program allows an opportunity for candidates aged 18 years of age and older, interested in serving their community and preparing themselves to become an active Volunteer Firefighter. The program is also designed to provide candidates who may also wish to become auxiliary firefighters to serve in other tasks that are not considered life threatening, or candidates who do not plan to become full member Volunteer Firefighter.

Analysis

Candidate Eric Begemann has been a Firefighter in the Temiskaming Shores Fire Department since October 2021. Candidate Begemann is finding it difficult to commit the time required to be a Firefighter due to family commitments and his full-time career as a paramedic. Candidate Begemann has voiced that he very much wants to continue as a member of the fire department, however in a lesser role.

Relevant Policy / Legislation / City By-Law

- By-Law No. 2016-040, Temiskaming Shores Fire Department Recruitment and Retention Program.
- By-Law No. 2005-001, Fire Department Establishing and Regulating By-law.

Consultation / Communication

- Consultation with Station #1 District Chief.

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 include the provision of appropriate honorariums which have been included in the 2025 Fire Services Operational Budget. All costs associated with the appointment would include the provision of dress uniforms and protective equipment that would be drawn from the fire department’s operational budget.

Currently there are three Auxiliary Firefighters on the department.

Alternatives

No alternatives were considered.

Submission

Prepared by:



Reviewed and submitted for Council’s consideration by:

“Original signed by”

Steve Langford
 Fire Chief

Sandra Lee
 City Manager

Memo

To: Mayor and Council
From: James Franks
Date: April 1, 2025
Subject: Resolution of support to FedNor CINNO application
Attachments: N/A

Mayor and Council:

The City of Temiskaming Shores has applied to FedNor through the Community Investment Initiative – Northern Ontario. The project is currently processing through the approval process, and a formal resolution of Council confirming the City’s portion of the project costs is required.

The original estimates for the City’s portion were 10% of the total cost of \$345,000 project. As not all project costs can be included in the funding, the City’s revised portion would be \$48,000 or 14% of the total costs which will be funding by the 2025 Economic Development Operating Budget.

Municipal staff are required to manage and provide administration for the project. Staff time from the Economic Development Officer and other administration staff will be required to ensure this project is successful.

The resolution of support for the City’s application is as follows:

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

That Council confirms the City’s share of \$48,000 over the three (3) year term, as well as, any cost overruns associated with project.

Prepared by:

“Original signed by”

James Franks
Economic Development
Officer

Reviewed by:

“Original signed by”

Shelly Zubycck
Director of Corporate
Services

Reviewed and submitted for
Council’s consideration by:

“Original signed by”

Sandra Lee
City Manager

Memo

To: Mayor and Council
From: James Franks, Economic Development Officer
Date: April 1, 2025
Subject: Economic Development Update: February/March 2025

Mayor and Council:

I am pleased to provide the following update for the Economic Development Department.

Administration

- Quarterly Temiskaming Shores Development Corporation (TSDC) meeting is scheduled on March 31st to review the revised Community Economic Development Fund. Once the program is approved by the board, then it will be brought to Council for adoption.
- Held introductory meeting with Keepers of the Circle and City Manager to discuss cultural land agreement.

Agriculture

- Farmer's Market and Agri-food producer discussions with stakeholders from across northeastern Ontario are still taking place with an emphasis on trying to coordinate products across the region so that farmers have the ability to sell at several markets each week.
- Discussions with Ontario Northland about the implementation of a grain car loading system. Likely to be located in Earlton. This would remove many transport trucks from Northern highways.
- Plans are underway for the City's display at the Earlton Farm Show on April 11 & 12

Commercial / Industrial

- Working with the new owner of the former Grant Mansion to try to get the renovation project and potential television series off the ground. At the current time, it will be started as a YouTube production.
- Assisted the New Liskeard BIA to complete an application to the NOHFC events program in support of their July 25 and 26 BIA Block Party event.

Education

- Northern College is planning the Inspiring Collaboration training event scheduled for May 22. I will be presenting on a panel about Developing the North.
- Northern Policy Institute's State of the North event in Toronto has been rescheduled to a later date this June.

Forestry

- Met with Daki Menan Corp. to get them access to PDAC to connect with potential partners
- Met with the Temagami Forest Management Corporation to discuss how they might be able to support our community through funding they wish to put back into their local communities.

Housing

-

Immigration / Workforce

- One Light Diversity Centre board was chosen as the CJTT Citizen of the Year for 2024. The award was presented on air on Friday, March 21st.
- Working with One Light, the Chamber, Keepers of the Circle and the Northeastern Ontario Health Unit to coordinate Interfaith Temiskaming Lunch & Learn sessions through 2025 to educate employers about the various cultures and faiths within our community.
- The City of Timmins was successful in its bid to get the Rural Community Immigration Pilot and the Francophone Community Immigration Pilot for this region. Because we are supporters and partners in their program, businesses in Temiskaming Shores and area will have the opportunity to access employees through the two programs. Our EDO sits on the steering committee for the program.

Liveable Community

- Building Ties event on April 24th at Riverside Place to discuss the water quality of Lake Temiskaming. Planning meetings for the event are ongoing, now bi-weekly. Councils from around the region as well as businesses and other stakeholders interested in the water quality of Lake are invited to participate.

Mining

- Weekly meetings to discuss the Northern Ontario Mining Showcase program at CIM.

- PDAC program was very successful with 27,533 attendees from 135 countries. The event was full with 112 exhibiting companies from across Northern Ontario with 12 from Timiskaming.
- Northern Ontario Night was well attended with approximately 1,500 people on hand enjoying Northern Ontario foods, drinks and entertainment. Several provincial ministers attended the event and stayed much of the evening.

Tourism

- Invited to sit on the Nature and Outdoor Tourism Ontario (NOTO) Corporate & Community Champions committee to provide advice as to how to attract more corporate and community members.
- Partnering with Northeastern Ontario Tourism and She Loves to Fish to host a FAM tour this July featuring fishing on Lake Temiskaming.

Prepared by:

“Original signed by”

James Franks
Economic Development Officer

Memo

To: Mayor and Council
From: Logan Belanger
Date: April 1, 2025
Subject: Frog's Breath Application Sponsorship – Temiskaming & Northern Ontario Sno Travellers
Attachments: Quotation to submit with Frog's Breath Application

Mayor and Council:

The City received a request from the Temiskaming & Northern Ontario Sno Travellers to sponsor a funding application to the Frog's Breath Foundation. The application is to support the purchase of four steel sleighs (quotation attached), for the purpose of trail maintenance, and to help the volunteers carry out their annual task of trail building and clean up.

If successful, the Temiskaming & Northern Ontario Sno Travellers would receive \$10,000 towards this purchase. The Frog's Breath Foundation and other community funding organizations often require applicants, who are not a registered charity, partner with a community agency who can accept charitable donations.

Under the City's Charitable Sponsorship Policy By-law 2018-039, the City has sponsored a number of applications for other community organizations.

It is recommended that the City agree to sponsor this application to the Frog's Breath Foundation, in support of the Temiskaming and Northern Ontario Sno Travellers.

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Logan Belanger
Municipal Clerk

Sandra Lee
City Manager



EBERT WELDING LTD
 Toll Free: 866-476-6899
 Email: info@ebertwelding.com
 Website: www.ebertwelding.com



QUOTATION: Utility Sleds

Date: March 28, 2025

Quoted to: Bill Ramsay
 Temiskaming and Northern Ontario Sno Travellers

Quoted by: Ian Auger ~ cell # 705-648-3256 ~ email ian@ebertwelding.com

Item	Description	Qty	Price	Total
SLED	To manufacture 4 utility sleds per discussion with Tom Green • Design similar to current sleds, but with 24" high sides	4	3,000.00	\$ 12,000.00
		0	0.00	\$ 0.00
		0	0.00	\$ 0.00
		0	0.00	\$ 0.00
			Subtotal	\$ 12,000.00
			Tax	13.00% \$ 1,560.00
				Total \$ 13,560.00

Note #1: Due to volatility of steel market all prices are in Canadian funds valid for 30 (thirty) days from the date of this quote.

Note #2: All prices are quoted FOB our shop, New Liskeard Ontario, unless otherwise noted.

If you have any questions please don't hesitate to contact us. Thank you for the opportunity to quote!

Subject: 2024 Annual Building Statistics

Report No.:

CS-011-2025

Agenda Date:

April 1, 2025

Attachments

Appendix 01: Prescribed Report Content

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-011-2025;
2. That Council directs staff to post the 2024 Annual Report - Building Permit Fees on the City's website, and to make the report available to persons or organizations in accordance with the Ontario Building Code Act.

Background

Section 7(1) of the Building Code Act (BCA) authorizes the Council of a municipality to pass by-laws to prescribe classes of permits, provide for applications for permits and require applications to be accompanied by such plans, specifications, documents and other information as is prescribed, and require the payment of fees on applications for the issuance of permits, and prescribe the amounts of the fees.

Section 7(2) of the BCA prescribes that the total amount of fees authorized in such by-law must not exceed the anticipated costs to the City to administer and enforce the BCA.

Section 7(4) of the BCA further requires that every 12 months, the City shall prepare a report that contains such information as may be prescribed, about the fees authorized in the by-law, and the costs of the City to administer and enforce the BCA. Appendix 01 to this report lists the information which is prescribed in the Ontario Building Code (OBC) to be included in the annual report. Section 7(4) also requires that the Annual Building Report be made available to the public.

The Annual Report – Building Permit Fees provides information to Council and the public regarding the revenues received from Building Permit Fees and the direct and indirect costs for administering and enforcing the Building Code Act.

Financial / Staffing Implications

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

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

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

Climate Considerations

Use of the climate lens has demonstrated that there are no adverse climate effects.

Alternatives

No alternatives were considered.

Submission

Prepared by:

“Original signed by”

Shelly Zubycck
Director of Corporate
Services

Reviewed and submitted for
Council’s consideration by:

“Original signed by”

Sandra Lee
City Manager

BCA/OBC Prescribed Report Content

Building Code Act, 1992
ONTARIO REGULATION 332/12
BUILDING CODE
Division C Part 1

1.9.1.1. Annual Report

- (1) *The report referred to in subsection 7 (4) of the Act shall contain the following information in respect of fees authorized under clause 7 (1) (c) of the Act:*
- (a) *total fees collected in the 12-month period ending no earlier than three months before the release of the report,*
 - (b) *the direct and indirect costs of delivering services related to the administration and enforcement of the Act in the area of jurisdiction of the principal authority in the 12-month period referred to in Clause (a),*
 - (c) *a break-down of the costs described in Clause (b) into at least the following categories:*
 - (i) *direct costs of administration and enforcement of the Act, including the review of applications for permits and inspection of buildings, and*
 - (ii) *indirect costs of administration and enforcement of the Act, including support and overhead costs, and*
 - (d) *if a reserve fund has been established for any purpose relating to the administration or enforcement of the Act, the amount of the fund at the end of the 12-month period referred to in Clause (a).*
- (2) *The principal authority shall give notice of the preparation of a report under subsection 7 (4) of the Act to every person and organization that has requested that the principal authority provide the person or organization with such notice and has provided an address for the notice.*

Of special note: As revenues cannot be forecasted with any certainty, and often vary substantially from year to year, the BCA/OBC does allow municipalities to establish a cost stabilization reserve fund in which permit fees in excess of operating costs must be held. Those reserve funds may then only be used to offset costs of BCA/OBC administration / enforcement in future years. Should revenues continue to exceed costs, it is the intent being that the permit fee structure would then be revised accordingly.

Subject: Official Plan RFP Award

Report No.: CS-012-2025

Agenda Date: April 1, 2025

Attachments

Appendix 01: Submission Opening Results

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-012-2025; and
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with J.L. Richards and Associates Ltd., for the purpose of developing a new Official Plan, in the amount of \$74,507 plus applicable taxes, for consideration at the April 15th, 2025, Regular Council meeting.

Background

The City of Temiskaming Shores invited proposals to develop a new Official Plan for the City.

It is the goal of this new Official Plan to create a plan that reflects the local context of Temiskaming Shores, while taking into account the interests of residents and what they would like the policy to achieve over the next 25 years. The last Official Plan was approved by the Ministry and adopted in 2015.

A key component of this process will include consultation will Staff, members of Council and the public, as well as, compliance with the Planning Act, conform to the Growth Plan for Northern Ontario (GPNO) 2011, and to be consistent 2024 Provincial Planning Statement (PPS).

Analysis

Three (3) submissions were received in response to CS-RFP-002-2025 by the closing date.

The submissions received are listed below and summarized in Appendix 01:

Conceptdash Inc.	\$70,010
J.L. Richards and Associates Ltd.	\$74,507
PlanScape Inc.	\$79,345

City staff reviewed the submissions for completeness and required elements with no issues noted. Scoring for the submissions was completed by staff with the following final scores being tabulated:

J.L. Richards and Associates Ltd.	940
Conceptdash Inc.	925
PlanScape Inc.	880

Staff recommend this RFP be awarded to J.L. Richards and Associates Ltd. (JLR). JLR's Planning team understands Northern Ontario and its planning context and practice. Additionally, they understand potential issues that mid-sized municipalities in Ontario may experience, and the need for an evolving planning practice. JLR have completed several Official Plan reviews across Ontario for municipal clients of similar size and composition to the City.

Most recently, JLR is working on official plan review and development with Iroquois Fall, Georgian Bluffs and Calendar.

JLR has a unique relationship with the City of Temiskaming Shores having provided interim planning services for two (2) separate terms in 2020 and again since January 2024 which is ongoing.

In their current experience and understanding of the City, the following are what they believe are the major issues to be addressed as part of the new Official Plan:

- Protection of Lake Temiskaming
- Support for residential development
- Rural development policies
- Flexibility for economic development

In addition, they are teaming up with Watson & Associates Economists Ltd., who have an extensive background in preparing housing needs assessments for clients across Canada.

Relevant Policy / Legislation / City By-Law

- 2025 Corporate Services Capital Budget
- [By-Law No. 2017-015, Procurement Policy](#)

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 development of a new Official Plan was included in the 2025 Corporate Services Budget with an amount of \$75,000. This amount did include the review and development of a new Comprehensive Zoning By-law. The Zoning By-law project was not included in the Request for Proposal process as after further considerations, staff felt it best to keep the two processes separate.

JLR has proposed \$74,507 as their bid for the development of a new Official Plan.

The Zoning By-law Review Project will be presented to Council for their consideration at a later date.

Alternatives

None considered.

Submission

Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

Shelly Zubyck
 Director of Corporate Services

Sandra Lee
 City Manager

Document Title: **CS-RFP-002-2025 "Official Plan Review and Update"**

Closing Date: **Thursday, March 20, 2025**

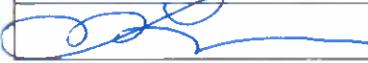
Closing Time: **2:00 p.m.**

Department: **Corporate Services**

Opening Time: **3:15 p.m.**

Attendees via teleconference: **Microsoft Teams**

City of Temiskaming Shores:

Logan Belanger, Municipal Clerk	Kelly Conlin Deputy Clerk	Shelly Zubycck Corporate Services Director
		

Others (teleconference):

Wanda, Planscape		
Vivek, Conceptdash		

Submission Pricing

Bidder: *Conceptdash conc*

Description	Amount (CDN Fund and without HST)
Lump Sum Proposal Price:	\$ <i>70,010.00</i>

Bidder: *JL Richards & Associates Ltd.*

Description	Amount (CDN Fund and without HST)
Lump Sum Proposal Price:	\$ <i>74,507.00</i>

Bidder: *Planscape conc.*

Description	Amount (CDN Fund and without HST)
Lump Sum Proposal Price:	\$ <i>79,345.00</i>

Bidder:

Description	Amount (CDN Fund and without HST)
Lump Sum Proposal Price:	\$

Bidder:

Description	Amount (CDN Fund and without HST)
Lump Sum Proposal Price:	\$

Bidder:

Description	Amount (CDN Fund and without HST)
Lump Sum Proposal Price:	\$

Note: Since this is a Request for Proposal all submissions are required to be evaluated based on a set of pre-determined evaluation criteria. All offered prices are offers only and subject to scrutiny. All proponents whether successful or not will be notified of results, in writing at a later date.

Subject: Zoning By-law Amendment –
President’s Suites

Report No.: CS-013-2025

Agenda Date: April 1, 2025

Attachments

Appendix 01: Planning Report

Appendix 02: Application Package

Appendix 03: Draft By-law to amend Zoning By-law No. 2017-154

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-014-2025;
2. That Council agrees to amend the provisions of the City of Temiskaming Shores Zoning By-law No. 2017-154, to permit the zone change from Tourist Commercial (C4) to Medium Density Residential (R3); and
3. That Council directs staff to prepare the necessary by-law to amend the City's Zoning By-law No. 2017-154, for consideration at the April 15, 2025 Regular Council meeting.

Background

The owner/applicant is requesting the zoning by-law amendment from Tourist Commercial – C4 to Medium Density Residential – R3.

Analysis

The public meeting was held on March 18th, 2025 and no written or oral comments were received from the public circulation. No concerns were noted through circulation to City staff.

The property currently contains three (3) separate units. One unit is used as the owner's residence while the other two are used as short to long term accommodations. The use is permitted under the Medium Density Residential zoning and will continue.

It was noted by the current owner that the property is for sale and that potential buyers could face difficulty receiving financial lending approval with the current C4 zoning.

The planning report attached as Appendix 01 provides information regarding the application within the policy framework.

It is the opinion of the undersigned that the proposed Zoning By-law amendment is consistent with the Provincial Policy Statement (2020), does not conflict with the Growth Plan for Northern Ontario, complies with the City of Temiskaming Shores Official Plan, and represents good planning. It is recommended that Council adopt the proposed Zoning By-law amendment.

Relevant Policy / Legislation / City By-Law

- 2020 Provincial Policy Statement
- Growth Plan for Northern Ontario
- City of Temiskaming Shores Official Plan
- City of Temiskaming Shores Zoning By-law 2017-154

Consultation / Communication

- Consultation with property owner and applicant
- Consultation with applicable 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

Alternatives

None considered.

Submission

Prepared by:

Reviewed and submitted for Council's
consideration by:

"Original signed by"

"Original signed by"

Shelly Zubyck
Director of Corporate Services

Sandra Lee
City Manager



Discover a whole new Ontario • Découvrez un tout nouvel Ontario

Planning Report

Zoning By-law Amendment Application: ZBA-2025-001

Applicant: 1958088 Ontario Ltd. - Jocelyn Blais

Property: 620 Lakeshore Road

Roll No.: 5418-030-001-03000

April 1st, 2025

Subject Land

620 Lakeshore Road - Southwest corner of Lakeshore Road and Florence Street in Temiskaming Shores. PCL 1581 SEC SST; LT 1 PL M5 4NB BUCKE; LT 2 PL M54

Background and Purpose of the Application

The property was zoned C4 - Tourist Commercial in the City's Comprehensive Zoning By-law in 2017.

The purpose of the application is to rezone the property from C4 – Tourist Commercial to R3 – Medium Density Residential.

The property is designated Residential Neighbourhood in the City of Temiskaming Shores Official Plan.

Statutory Public Notice

The complete application was received on February 20th, 2025. Notice of the complete application and public hearing was advertised on the City's website, in the Temiskaming Speaker and was sent to public agencies in accordance with the statutory notice requirements of the Planning Act. The notice was also mailed to property owners within 120m of the subject land.

The public hearing was held on March 18th, 2025. No members of the public made submissions or asked questions at the public meeting. No written comments have been received as of the date of this report.

Site Analysis

The subject property has a frontage of 50.75 m and is irregular shaped. It is located in the former Town of Haileybury at the southwest corner of Lakeshore Road and Florence Street.

Servicing

The site is serviced by municipal water and sanitary sewer services.

Access

The property fronts on Lakeshore Road but the driveway is accessed on Florence Street.

Existing Land Use

The property currently has one residential dwelling with three separate units. One unit is used as the owner's residence, while the other two are used for short to long term accommodations. A storage shed is also on the property.

Adjacent Land Uses

North: Florence Street
South: Residential
East: Lakeshore Road
West: Residential

Planning Analysis

Provincial Policy Statement (2020)

The property is located within the established settlement area boundary for the City within a developed residential area.

1.0 *Building Strong Healthy Communities*

1.1 *Managing and Directing Land Use to Achieve Efficient and Resilient Development and Land Use Patterns*

1.1.1 *Healthy, liveable and safe communities are sustained by:*

- a) *promoting efficient development and land use patterns which sustain the financial well-being of the Province and municipalities over the long term;*
- b) *accommodating an appropriate range and mix of residential (including second units, affordable housing and housing for older persons), employment (including industrial and commercial), institutional (including places of worship, cemeteries and long-term care homes), recreation, park and open space, and other uses to meet long-term needs;*
- c) *avoiding development and land use patterns which may cause environmental or public health and safety concerns;*
- d) *avoiding development and land use patterns that would prevent the efficient expansion of settlement areas in those areas which are adjacent or close to settlement areas;*
- e) *promoting cost-effective development patterns and standards to minimize land consumption and servicing costs;*
- f) *improving accessibility for persons with disabilities and older persons by identifying, preventing and removing land use barriers which restrict their full participation in society;*

1.1.3 *Settlement Areas*

The vitality of settlement areas is critical to the long-term economic prosperity of our communities. Development pressures and land use change will vary across Ontario. It is in the interest of all communities to use land and resources wisely, to promote efficient development patterns, protect resources, promote green spaces, ensure effective use of infrastructure and public service facilities and minimize unnecessary public expenditures.

1.1.3.1 *Settlement areas shall be the focus of growth and development, and their vitality and regeneration shall be promoted.*

1.1.3.2 *Land use patterns within settlement areas shall be based on:*

- a) *densities and a mix of land uses which:*
 - 1. *efficiently use land and resources;*
 - 2. *are appropriate for, and efficiently use, the infrastructure and public service facilities which are planned or available, and avoid the need for their unjustified and/or uneconomical expansion;*
 - 3. *minimize negative impacts to air quality and climate change, and promote energy efficiency;*
 - 4. *support active transportation;*
 - 5. *are transit-supportive, where transit is planned, exists or may be developed;*
 - 6. *are freight supportive; and*
- b) *a range of uses and opportunities for intensification and redevelopment in accordance with the criteria in policy 1.1.3.3, where this can be accommodated.*

The subject property is located within a built-up residential neighbourhood in close proximity to Lake Temiskaming and Downtown Haileybury.

1.4 *Housing*

1.4.3 *Planning authorities shall provide for an appropriate range and mix of housing types and densities to meet projected requirements of current and future residents of the regional market area by:*

- a) *establishing and implementing minimum targets for the provision of housing which is affordable to low and moderate income households. However, where planning is conducted by an upper-tier municipality, the upper-tier municipality in consultation with the lower-tier municipalities may identify a higher target(s) which shall represent the minimum target(s) for these lower-tier municipalities;*

- b) *permitting and facilitating:*
 - 1. *all forms of housing required to meet the social, health and well-being requirements of current and future residents, including special needs requirements; and*
 - 2. *all forms of residential intensification, including second units, and redevelopment in accordance with policy 1.1.3.3;*
- c) *directing the development of new housing towards locations where appropriate levels of infrastructure and public service facilities are or will be available to support current and projected needs;*
- d) *promoting densities for new housing which efficiently use land, resources, infrastructure and public service facilities, and support the use of active transportation and transit in areas where it exists or is to be developed; and*
- e) *establishing development standards for residential intensification, redevelopment and new residential development which minimize the cost of housing and facilitate compact form, while maintaining appropriate levels of public health and safety.*

The area is comprised primarily of single-detached dwellings. The rezoning will contribute to the mix of housing forms and density within this area. The property is currently being used as a Short-Term Accommodation and that use will continue. This will not compromise the character of the existing neighbourhood.

2.0 *Wise Use and Management of Resources*

2.1 *Natural Heritage*

- 2.1.7 *Development and site alteration shall not be permitted in habitat of endangered species and threatened species, except in accordance with provincial and federal requirements.*

Based on the above information it is my opinion that the rezoning demonstrates consistency with the Provincial Policy Statement (2014).

Growth Plan for Northern Ontario

The Growth Plan for Northern Ontario was developed under the Places to Grow Act to ensure greater growth occurs in an economically and environmentally sustainable manner.

A review of the Growth Plan for Northern Ontario confirms the proposal does not conflict with any of the Growth Plan policies.

City of Temiskaming Shores Official Plan

The property is designated Residential Neighbourhood in the City of Temiskaming Shores Official Plan.

3.11 *Settlement Areas*

The Settlement Areas of Temiskaming Shores are to be the focus of residential and employment growth. Settlement Areas will be developed on the principles of:

- 1. *A compact form which promotes contiguous and phased development.*
- 2. *Residential intensification.*
- 3. *Redevelopment including brownfield sites.*
- 4. *Available infrastructure.*
- 5. *Available and adequate public service facilities.*
- 6. *Sustainable and energy efficient development.*

7. *Land use compatibility.*

4.5 *Residential Neighborhoods*

1. *The scope of permitted land uses may include low, medium and high-density housing types; ...*

5. *All uses will be appropriately zoned. Residential uses, intensification projects, public services facilities and commercial uses may be subject to site plan control.*

The proposed zoning and continued use of the property as residential comply with the City's Official Plan.

City of Temiskaming Shores Zoning By-law

The property is currently zoned C4 – Tourist commercial in the City of Temiskaming Shores Zoning By-law. The purpose of the amendment is rezone the property to Medium Density Residential – R3.

Comments Received from the Agency Circulation and Public Notification Process

The application was circulated to municipal departments, and the public. The following comments were received:

Chief Building Official – *No comment received.*

Fire Chief – *No concerns.*

Director of Recreation – *No concerns.*

City Manager – *No comments received.*

Clerk – *No concerns.*

Manager of Transportation Services – *No concerns.*

Manager of Environmental Services – *No concerns.*

Public Comments: None.

Recommendation

Based on the information presented in this report, in my opinion, the proposed Zoning By-law amendment is consistent with the Provincial Policy Statement (2020); does not conflict with the Northern Ontario Growth Plan; and complies with the City of Temiskaming Shores Official Plan.

It is therefore recommended that Council approve the Zoning By-law Amendment application.

Respectfully submitted,

Shelly Zubyck
Director of Corporate Services



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

**Application for Zoning By-law Amendment
Under Section 34 of the Planning Act**

Fee for Application to Amend the Zoning By-law: \$1,000.00

Please read before completing this application

This application reflects the mandatory information that is prescribed in the Schedules to Ontario Regulation 545/06 made under the Planning Act, RSO, 1990, as amended, as well as information required by the City of Temiskaming Shores to assist in the assessment of the proposal.

In addition to completing this form, the Applicant is required to submit the fee, a detailed site plan and any additional information or studies that may be necessary to assess the proposal.

Failure to submit the required information will delay the consideration of this Application. An application which is not considered complete under the Planning Act is not subject to the timelines of the Act.

Applicants are encouraged to consult with the Municipality prior to completing the application.

OFFICE USE ONLY

File No.: A-2025-01
Date Received: February 20, 2025
Roll No.: 5418- 030-00103000

1. Owner Information

Name of Owner: 1958088 ONTARIO LTD.

Mailing Address: [Redacted]

Email Address: [Redacted] Phone: [Redacted]

If more than one registered owner, please provide information below (attach separate sheet if necessary):

Name of Owner: _____

Mailing Address: _____

Email Address: _____ Phone: _____

2. Applicant/Agent Information (if applicant is not the owner or applicant is an agent acting on behalf of the owner):

Name of Agent: _____

Mailing Address: _____

Email Address: _____ Phone: _____

3. Please specify to whom all communications should be sent:

Owner Applicant/Agent

4. Property Information

a. Location of the subject land:

Dymond New Liskeard Haileybury

Municipal Address

620 Lakeshore

Legal Description (concession and lot numbers, reference plan and lot/part numbers)

PCL 1581 SEC 5ST; LT 1 PL M54NB Buckle; LT 2 PL M54

b. Date the subject land was acquired by the current owner: yes.

c. Names and addresses of the holders of any mortgages, charges, or other encumbrances of the subject land:

NA.

d. Are there any easements or restrictive covenants affecting the subject land?

Yes No

If yes, describe the easement or covenant and its effect:

[Empty box for description]

e. Dimensions of subject land:

Lot Area: 0.17 acres Road Frontage: 50.75m
 Water Frontage: 37m Lot Depth: irregular - 69m

f. Existing use(s) of the subject land (check all that apply):

- Residential Commercial Industrial
 Institutional Agricultural Vacant
 Mixed Use (specify): _____
 Other (specify): _____

g. Length of time the existing uses of the subject land have continued: 2004

h. Are there any buildings or structures existing on the subject land?

- Yes No

If yes, complete the table below (attach a separate sheet if necessary):

	Building 1	Building 2	Building 3	Building 4	Building 5
Type or use of building	Triplex	storage shed			
Height of building (m)					
Setback from front lot line (m)					
Setback from rear lot line (m)					
Setback from side lot line one side (m)					
Setback from side lot line other side (m)					
Setback from shoreline (m)					
Dimensions (m) or floor area (m ²)		3500sq.m.			
Date constructed		unknown			
Is building to remain or be removed?		remain	remain		

i. Has the subject land ever been used for commercial or industrial purposes?

- Yes No

If yes, has a Record of Site Condition ever been completed in accordance with Ontario Regulation 153/04?

- Yes No N/A

j. Existing use(s) of abutting properties:

North: residential East: Road- Lakeshore
 South: residential West: residential

k. Are any of the following uses or features on the subject land or within 500m (unless otherwise specified)?

Use or Feature	On the subject land	Within 500 metres of subject land (indicate approximate distance)
An agricultural operation including livestock or stockyard	<input type="checkbox"/>	<input type="checkbox"/> _____
A landfill	<input type="checkbox"/>	<input type="checkbox"/> _____
A sewage treatment plant or waste stabilization plant	<input type="checkbox"/>	<input type="checkbox"/> _____
A provincially significant wetland (Class 1, 2 or 3 wetland)	<input type="checkbox"/>	<input type="checkbox"/> _____
A provincially significant wetland within 120 metres of the subject land	<input type="checkbox"/>	<input type="checkbox"/> _____
A waterbody, watercourse, river, or stream	<input type="checkbox"/>	<input type="checkbox"/> _____
A rehabilitated mine site	<input type="checkbox"/>	<input type="checkbox"/> _____
A non-operating mine site within 1 kilometre of the subject land	<input type="checkbox"/>	<input type="checkbox"/> _____
An active mine site, gravel pit or quarry	<input type="checkbox"/>	<input type="checkbox"/> _____
An industrial or commercial use (specify)	<input type="checkbox"/>	<input type="checkbox"/> _____
An active railway line	<input type="checkbox"/>	<input type="checkbox"/> _____
Utility corridor(s)	<input type="checkbox"/>	<input type="checkbox"/> _____
Provincial Highway	NA	<input type="checkbox"/> _____

5. Planning Information

a. Current Official Plan Designation(s): ~~EA~~ Residential Neighbourhood

b. Explain how the application conforms with the Official Plan:

The use of residential units conforms with the city's official Plan within Residential Neighbourhood Area.

c. Current Zoning: C4 - Tourist Commercial.

d. Nature and extent of the rezoning being requested:

MEDIUM DENSITY RESIDENTIAL - R3

e. Reason why rezoning is being requested:

SALE OF PROPERTY FOR SHORT TERM AND LONG TERM RESIDENTIAL RENTAL USE.

f. Is the subject land within an area where the municipality has predetermined the minimum and maximum density requirements or the minimum and maximum height requirements?

Yes No

If yes, provide a statement of these requirements:

g. Is the subject land within an area where zoning with conditions may apply?

Yes No

If yes, explain how the application conforms to the Official Policies related to zoning with conditions:

h. Does the application propose to change the boundary of a settlement area or establish a new area of settlement?

Yes No

If yes, provide details of the current Official Plan policies or Official Plan Amendment dealing with the alteration or establishment of an area of settlement:

i. Does the application propose to remove land from an area of employment?

Yes No

If yes, provide details of the current Official Plan policies or Official Plan Amendment dealing with the removal of land from an area of employment:

N/A

6. Proposed Use of Property

a. Proposed use(s) of the subject land (check all that apply):

- Residential Commercial Industrial
 Institutional Agricultural Vacant
 Mixed Use (specify): _____
 Other (specify): SHORT, MEDIUM, LONG TERM RENTAL.

b. Are any buildings proposed to be constructed on the property?

Yes No

If yes, complete the table below (attach a separate sheet if necessary):

	Building 1	Building 2	Building 3	Building 4	Building 5
Type or use of building					
Height of building (m)					
Setback from front lot line (m)		N/A			
Setback from rear lot line (m)					
Setback from side lot line one side (m)					
Setback from side lot line other side (m)					
Setback from shoreline (m)					
Dimensions (m) or floor area (m ²)					

7. Access and Servicing

a. What type of access is proposed for the subject land?

- | | |
|---|---------------------------------------|
| <input type="checkbox"/> Provincial Highway | <input type="checkbox"/> Private Road |
| <input type="checkbox"/> Municipal Road, maintained all year | <input type="checkbox"/> Right-of-Way |
| <input checked="" type="checkbox"/> Municipal Road, maintained seasonally | <input type="checkbox"/> Water Access |
| <input type="checkbox"/> Other (specify): _____ | |

i. If access to the subject land will be by water only, describe the docking and parking facilities to be used and the approximate distance to these facilities from the subject land and the nearest public road:

N/A

b. What type of water supply is proposed for the subject land?

- Publicly owned and operated piped water supply (City water)
- Privately owned and operated individual well
- Privately owned and operated communal well
- Lake or other water body
- Water service not proposed
- Other (specify): _____

c. What type of sewage disposal is proposed for the subject land?

- Publicly owned and operated sanitary sewage system (City sewer)
- Privately owned and operated individual septic system
- Privately owned and operated communal septic system
- Privy
- Sewage disposal service not proposed
- Other (specify): _____

i. If the proposed amendment would permit development on a privately owned and operated individual or communal septic system, and more than 4,500 litres of effluent would be produced per day as a result of the development being completed, a servicing options report and a hydrogeological report prepared by a qualified professional are required to be submitted:

- Title and date of servicing options report: _____
- Title and date of hydrogeological report: _____

d. What type of storm drainage is proposed for the subject land?

Storm sewer

Ditches

Swales

Other (specify): NA

8. Previous Applications

Has the subject land ever been the subject of any of the following applications under the Planning Act (if the answer to any of the following is yes, please provide the file number and status of the application if known):

Unknown

Official Plan Amendment Yes No File No.: _____ Status: _____

Zoning By-law Amendment Yes No File No.: _____ Status: _____

Minor Variance Yes No File No.: _____ Status: _____

Plan of Subdivision Yes No File No.: _____ Status: _____

Consent Yes No File No.: _____ Status: _____

Site Plan Control Yes No File No.: _____ Status: _____

Minister's Zoning Order Yes No File No.: _____ Status: _____

9. Concurrent Applications

Is the subject land currently the subject of any of the following applications under the Planning Act (if the answer to any of the following is yes, please provide the file number and status of the application if known):

Official Plan Amendment Yes No File No.: _____ Status: _____

Zoning By-law Amendment Yes No File No.: _____ Status: _____

Minor Variance Yes No File No.: _____ Status: _____

Plan of Subdivision Yes No File No.: _____ Status: _____

Consent Yes No File No.: _____ Status: _____

Site Plan Control Yes No File No.: _____ Status: _____

10. Provincial Policies

a. Is the proposed zoning by-law amendment consistent with the policy statements issued under subsection 3(1) of the Planning Act?

Yes No

i. If yes, explain how the zoning by-law amendment is consistent with the policy statements issued under subsection 3(1) of the Planning Act:

contributes to a range of housing options in the community including rentals.

b. Is the subject land within an area of land designated under any provincial plan or plans?

Yes No

i. If yes, explain how the zoning by-law amendment conforms or does not conflict with the provincial plan or plans:

N/A

11. Public Consultation Strategy

Detail the proposed strategy for consulting with the public with respect to the application:

Follow Planning Act requirements

Other (please specify):

N/A

12. Additional Studies or Information

Additional studies or information may be required by the Municipality to support the application. The application may not be considered a complete application unless these studies have been completed. Applicants are advised to pre-consult with the Municipality to determine what additional studies or information is required.

List of additional studies or information required by the Municipality (to be provided by the Municipality):

- N/A
-
-
-

13. Sketch

The application shall be accompanied by a site plan showing the following information:

- The boundaries of the subject land;
- The location, size and type of all existing and proposed buildings and structures on the subject land, indicating their distance from the front lot line, rear lot line and side lot lines;
- The approximate location of all natural and artificial features (for example: buildings, railways, roads, watercourses, drainage ditches, banks of rivers or streams, wetlands, wooded areas, wells and septic tanks, etc.) that:
 - Are located on the subject land and on land that is adjacent to the subject land, and
 - In the applicant's opinion, may affect the application;
- The current uses of land that is adjacent to the subject land;
- The location, width, and name of any roads within or abutting the subject land, indicating whether it is an unopened road allowance, a public travelled road, a private road or a right of way;
- If access to the subject land will be by water only, the location of the parking and docking facilities to be used;
- The location and nature of any easement affecting the subject land.

14. Applicant/Agent Authorization

If the applicant is not the owner of the land that is the subject of this application, the written authorization of the owner that the applicant is authorized to make the application must be included with this form or the authorization set out below must be completed.

I/We, Jocelyn Blais are the registered owners of the subject land and I/we hereby authorize _____ to make this application on my/our behalf and to provide any of my/our personal information that will be included in this application or collected during the processing of the application.

Date: Feb 20/25 Owner's Signature: J. Blais

Date: _____ Owner's Signature: _____

15. Authorization for Site Visits

I/We authorize Municipal Staff and Council and/or Committee members, as necessary, to enter the subject property to gather information necessary in the assessment of the application.

J. Bl.
Applicant Initial

J. Bl.
Applicant Initial

16. Notice re: Use and Disclosure of Personal Information

In accordance with the Planning Act and the Municipal Freedom of Information and Protection of Privacy Act, I/We acknowledge and understand that any information collected on this form and any supplemental information submitted as part of this application can be disclosed to any person or public body.

J. Bl.
Applicant Initial

J. Bl.
Applicant Initial

17. Declaration of Applicant

- ✓ If the application is being submitted by the property owner and there is more than one registered owner, each owner must complete a separate declaration.
- ✓ If the application is being submitted by the property owner and the owner is a firm or corporation the person signing this declaration shall state that he/she has authority to bind the corporation or affix the corporate seal.
- ✓ This declaration must be completed in front of a Commissioner for Taking Affidavits.

I, Jacelyn B. D'Amico of the City of Temiskaming Shores
in the District of Temiskaming of _____ make oath and say
(or solemnly declare) that the information contained in this application is true and that the information contained in the documents that accompany this application is true and I make this solemn declaration conscientiously knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

Sworn (or declared) before me

at the City of Temiskaming Shores
in the District of Temiskaming
this 20th day of February, 2025

J. B. D'Amico
Signature of Applicant

Stephanie Léveillé
A Commissioner for Taking Affidavits

**Stephanie Léveillé, a Commissioner, etc.,
While Treasurer of the City of Temiskaming Shores**

The Corporation of the City of Temiskaming Shores

By-law No. 2025-000

**Being a by-law to enact a Zoning by-law Amendment to rezone
620 Lakeshore Road (Roll No. 5418-030-001-030-00) from Tourist
Commercial (C4) to Medium Density Residential (R3) in the City of
Temiskaming Shores Zoning By-law 2017-154**

Whereas pursuant to the provisions of Section 34 of the Planning Act, R.S.O. 1990 c.P. 13, as amended, the Council of a Municipality may enact by-laws to authorize the use of land, buildings or structures for any purpose set out therein that is otherwise prohibited; and

Whereas By-law No. 2017-154 regulates the use of land and the use and erection of buildings and structures within the City of Temiskaming Shores; and

Whereas Council considered Administrative Report No. CS-014-2025 at the Committee of the Whole meeting on April 1, 2025 and directed staff to prepare the necessary by-law to amend the City of Temiskaming Shores Zoning By-law No. 2017-154 (as amended), to rezone the subject property (620 Lakeshore Road) from Tourist Commercial (C4) to Medium Density Residential (R3), for consideration at the April 15, 2025 Regular Council Meeting.

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

1. The property affected by this By-law is 620 Lakeshore Road, Temiskaming Shores;
2. By-law No. 2017-154 is hereby amended as follows:
 - (a) Schedule 'J4' of By-law 2017-1 54 is hereby amended by rezoning the affected property from "Tourist Commercial (C4) Zone" to "Medium Density Residential (R3) Zone" in accordance with the provisions of this By-law.
3. This By-law shall come into full force and effect in accordance with Section 34 (19) of the Planning Act, R.S.O. 1990.
4. That all other provisions of By-law No. 2017-154 shall continue to apply.
5. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

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

Mayor

Clerk

Schedule "1" to By-law 2025-000

City of Temiskaming Shores



Amended Zoning.

Subject: Delegation of Powers (Cemetery)

Report No.: CS-014-2025

Agenda Date: April 1, 2025

Attachments

Appendix 01: Draft By-law Amendment for By-law No. 2015-141 – Delegation of Powers

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-015-2025; and
2. That Council directs staff to prepare the necessary by-law to amend By-law No. 2015-141, being a policy for the Delegation of Powers and Duties for the City of Temiskaming Shores, to include Cemetery Administration provisions, for consideration at the April 15, 2025 Regular Council meeting.

Background

Section 270 of the Municipal Act, 2001 as amended (the Act) requires that all municipalities adopt and maintain a policy with respect to the delegation of Council's legislative and administrative authority.

At the September 1, 2015 Regular Council meeting, Council for the City of Temiskaming Shores adopted By-law No. 2015-141, which outlines the policy for the delegation of powers and duties by Council. The purpose of this policy is to define the scope of powers and duties that Council may delegate and to establish principles for such delegation. The delegations within the current policy are as follows:

City Manager: Duties and responsibilities delegated to City Manager geared towards day to day operations of the municipality.

Facility Rentals: Delegation to the Director of Recreation the powers to enter into agreements for the rental of facilities.

MFFIPA: Delegation to the Clerk to act as head of the institution for the purpose of the Act.

Road Closure: Delegation of the power to close roads to Public Works for special events and infrastructure construction and/or repair.

Additionally, there are other delegations contained in specific by-laws and resolutions, such as the Taxi Licensing by-law (By-law No. 2024-097 – Vehicles for Hire).

Analysis

The existing delegations outlined in By-law No. 2015-141, address several key functions, including responsibilities for the City Manager, the Clerk, the Director of Recreation and Public Works; however, the delegation of powers for cemetery administration has not yet been addressed.

At the March 18, 2025 Council meeting, Council directed staff to prepare a by-law amendment to include the delegation of authority related to cemetery administration. The delegation of these powers is recommended to ensure the efficient and consistent management of cemetery operations, in compliance with the Cemeteries Act and the City's Cemetery By-laws.

It is recommended that the following be added as Item No. 5 in By-law No. 2015-141:

Cemetery Administration

That the Clerk or his/her delegate, overseen by the City Manager, be authorized and responsible for the activities related to Cemetery Administration for each cemetery under the jurisdiction of the City of Temiskaming Shores. This responsibility shall be subject to the requirements and regulations set out in the Cemeteries Act and the City's Cemetery By-laws.

Specifically, the Clerk shall have the authority to:

- Develop and implement procedures related to cemetery services.
- Make final and binding decisions concerning cemetery services in accordance with the City's Cemetery By-laws, the Cemeteries Act, and associated regulations.
- Delegate all or part of the authority granted to the Clerk by this by-law to municipal employees within the Corporate Services Department.
- Authorize Certificates of Interment Rights, as well as Contracts for the Purchase of Interment Rights and Cemetery Services.

The delegation of these powers will streamline operations and ensure that decisions can be made promptly without requiring Council approval for every administrative action.

Relevant Policy / Legislation / City By-Law

- Section 270 of the Municipal Act, 2001
- The Funeral, Burial and Cremation Services Act, 2002

Consultation / Communication

- Direction from City Council (March 18, 2025)
- Consultation with the Director of Corporate Services

Financial / Staffing Implications

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

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

There are no immediate financial implications associated with the proposed amendment to By-law No. 2015-141. However, it is anticipated that delegating authority for cemetery administration will improve the efficiency of operations, potentially leading to cost savings in terms of time and resources. Staff will be able to handle matters more swiftly, and cemetery-related services will be better aligned with the regulatory framework, improving overall service delivery.

Alternatives

No alternatives were considered; however, Council may decide to retain the current delegation framework, and not amend By-law No. 2015-141 to include cemetery administration.

Submission

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

The Corporation of the City of Temiskaming Shores

By-law No. 2025-000

Being a by-law to amend By-law No. 2015-141, to adopt the Delegation of Powers and Duties Policy for the City of Temiskaming Shores (Cemetery)

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

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

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

Whereas under Section 270 (1)(6) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that every municipality shall adopt and maintain policies with respect to the delegation of powers and duties;

And whereas Council considered Administrative Report CS-015-2025 at the March 18, 2025 Regular Council meeting, and directed staff to prepare the necessary by-law to amend By-law No. 2015-141 being a policy for the Delegation of Powers and Duties for the City of Temiskaming Shores, to add Cemetery Administration provisions, for consideration at the April 15, 2025 Regular Council meeting.

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

1. That Schedule "A" to By-law No. 2015-141, be amended by adding Article No. 5 with the following:

5. Cemetery Administration

That the Clerk or his/her delegate, overseen by the City Manager, be authorized and responsible for the activities related to Cemetery Administration for each cemetery under the jurisdiction of the City of Temiskaming Shores. This responsibility shall be subject to the requirements and regulations set out in the Cemeteries Act and the City's Cemetery By-laws.

Specifically, the Clerk shall have the authority to:

- Develop and implement procedures related to cemetery services.
- Make final and binding decisions concerning cemetery services in accordance with the City's Cemetery By-laws, the Cemeteries Act, and associated regulations.

- Delegate all or part of the authority granted to the Clerk by this by-law to municipal employees within the Corporate Services Department.
 - Authorize Certificates of Interment Rights, as well as Contracts for the Purchase of Interment Rights and Cemetery Services.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

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

Mayor

Clerk

DRAFT