



**The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, July 12, 2022 – 6:00 p.m.
City Hall – Council Chambers – 325 Farr Drive**

Agenda

Land Acknowledgement

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

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

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

6. Review and adoption of Council Minutes

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

a) Regular Meeting of Council – June 21, 2022; and

b) Special Meeting of Council – June 27, 2022.

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

None

8. Question and Answer Period

9. Presentations / Delegations

10. Communications

a) Barbara Knauth, Deputy Clerk - Township of Matachewan

Re: Request for support Resolution, Inclusion of mailing addresses of voter on voters list provided to candidates, 2022-06-28

Reference: Received for Information

b) Kerry Bellamy, Clerk - Municipality of Shuniah

Re: Request for support Resolution, Release of all Federal and Provincial Documents related to the Former Mohawk Institute Residential School

Reference: Received for Information

- c) Timiskaming Health Unit

Re: 2021 Audited Financial Statements, 2022-07-04

Reference: Received for Information

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

11. Committees of Council – Community and Regional

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

- a) Minutes of the Temiskaming Shores Library Board meeting held on May 18, 2022;
- b) Minutes of the District of Timiskaming Social Services Administration Board meeting held on May 18, 2022;
- c) Minutes of the Climate Change Committee meeting held on June 6, 2022; and
- d) Minutes of the Temiskaming Shores Accessibility Advisory Committee held on June 15, 2022.

12. Committees of Council – Internal Departments

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

- a) Minutes of the Corporate Services Committee meeting held on June 9, 2022;

- b) Minutes of the Protection to Persons and Property Committee meeting held on June 9, 2022;
- c) Minutes of the Public Works Committee meeting held on June 9, 2022;
- d) Minutes of the Recreation Services Committee meeting held on June 13, 2022;
and
- e) Minutes of the Blue Box – Ad Hoc Committee meeting held on June 21, 2022.

13. Reports by Members of Council

14. Notice of Motions

15. New Business

- a) **Administrative Report No. CS-024-2022 – Animal Control and Pound Services Contract (deferred from June 21, 2022 Regular Council Meeting)**

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-024-2022; and

That Council for the City of Temiskaming Shores directs staff to prepare the necessary By-law to enter into a three (3) year agreement with Mr. Michael Kidd - Kidd Crest Farms Inc. operating as South Temiskaming Animal Control Services in the amount of \$78,740 annually plus applicable taxes, for consideration at the July 12, 2022 Regular Council Meeting.

- b) **Memo No. 030-2022-CS – Updated Concurrence Request**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 030-2022-CS; and

That Council is hereby in concurrence with the proposed telecommunications tower for Rogers Communications Inc. which is to be located on the property at 137428 Peters Road.

c) Memo No. 031-2022-CS – Deeming By-Law for Graydon/McCarty – 697 Latchford Street

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Whereas the owners of 697 Latchford Street in Haileybury would like to merge lots on title through the adoption of a deeming by-law in compliance with the Planning Act in order to create one property with one Roll number; and

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

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby directs staff to prepare the necessary by-law to deem PLAN M54NB LOTS 107, 108 PCL 13748SST to no longer be Lots on a Plan of Subdivision; and

Further that Council hereby directs staff to prepare the necessary deeming by-law for consideration at the July 12, 2022 Regular Council meeting.

d) Memo No. 032-2022-CS – Alexander Farms Lease 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. 032-2022-CS; and

That Council for the City of Temiskaming Shores agrees to assign the benefit of the lease agreement with Alexander Farms to permit the use of Municipal Land for Cultivation Purposes (By-law No. 2021-094) to Seeson Ranch for the remaining term ending on December 31, 2026, unless terminated early by either party.

e) Administrative Report No. CS-028-2022 – Sale of Municipal Property – Nugget Street and Part of Lane

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-028-2022;

That Council directs staff to continue with the disposition of municipal road allowances, being:

- a. Part of lane, abutting Lots 11,12 and 13 on Plan M-71 NB, described as Part 1 on Plan 54R-6269, and
 - b. Nugget Street, described as Part 2 on Plan 54R-6269;
- in accordance with By-law No. 2015-160; and

That Council directs staff to prepare the necessary by-laws to Stop and Close the above-described road allowances, and to enter into an Offer of Purchase and Sale Agreement between the City of Temiskaming Shores as Vendor, and Bradley Sauve as Purchaser, for the above-described road allowances, in accordance with By-law No. 2015-160, for consideration at the July 12, 2022 Regular Council meeting.

f) Administrative Report No. CS-029-2022 – Northern Ontario Mining Showcase at PDAC 2023

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-029-2022; and

That Council confirms the application to Fed Nor for funding support to enable the City to lead the Northern Ontario Mining Showcase at the 2023 Prospectors and Developers Association of Canada Convention in Toronto.

g) Administrative Report No. CS-030-2022 – Canadian Institute of Mining, Metallurgy and Petroleum (CIM) Convention 2023

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-030-2022; and

That Council confirms the application submitted on June 28, 2022 to Fed Nor for funding support to enable the City to lead the Northern Ontario Mining Showcase at the 2023 Canadian Institute of Mining, Metallurgy and Petroleum (CIM) Convention in Montreal from April 30 – May 3, 2023.

h) Administrative Report No. PPP-003-2022 – Appointment of Volunteer Firefighter

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-003-2022; and

That Council hereby appoints Charles Amyot as Volunteer Firefighter to the Temiskaming Shores Fire Department in accordance with the *Recruitment and Retention Program*.

i) Memo No. 008-2022-PW – Extension – Rental Graders

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 008-2022-PW;

That Council directs staff to prepare the necessary By-law to amend By-Law No. 2021-095, as amended to extend of the agreement with Jade Equipment for a period beginning November 1, 2022 to April 1, 2023, and to authorize the delegated authority to the Mayor and Clerk to execute any required documentation on behalf of the City of Temiskaming Shores related to the extension of the Jade Equipment Rental Agreement, providing the documentation does not create any financial liability for the City beyond the

approved budget, for consideration at the July 12, 2022 Regular Council meeting.

j) Memo No. 009-2022-PW – Extension – Supply and Delivery of Bulk Coarse Highway De-icing Salt

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 009-2022-PW; and

That Council directs staff to prepare the necessary By-law to amend By-Law No. 2019-114, to extend the agreement with Compass Minerals Canada Corp. for the Supply and Delivery of Bulk Coarse Highway Salt for three (3) years, in the amount of \$130 per tonne for 2022/23 winter operations; \$133 per tonne for 2023/24 winter operations, and \$135 per tonne for 2024/25 winter operations, plus applicable taxes, for consideration at the July 12, 2022 Regular Council meeting.

k) Administrative Report No. PW-024-2022 Blue Box Transition – Municipal Involvement Decision

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-024-2022;

That Council support the preferred strategy to not become a service provider with Producer Responsible Organizations (PRO) for blue box collection beyond the City's transition date of January 1, 2025;

That Council directs staff to respond to the Circular Material Ontario (CMO) survey indicating that the City of Temiskaming Shores does not wish to enter into a contractual agreement to provide blue box collection services beyond the City's transition date of January 1, 2025; and

That Council directs staff to provide notification of the decision to all municipalities that are in agreement with the City for the acceptance of blue box material at the Spoke Transfer Station.

I) Administrative Report No. RS-015-2022 – Adoption of a Climate Lens for the City of Temiskaming Shores

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-015-2022; and

That Council direct staff to implement the use of the Clean Air Partnership's Climate Lens, and to integrate the tool into the Administrative Reporting requirements for Council, where deemed appropriate, such as on matters pertaining to procurement, budgeting, and policy implementation.

16. By-laws

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that:

- | | |
|---------------------|--|
| By-law No. 2022-111 | Being a by-law to execute an Agreement between the City of Temiskaming Shores and Kidd Crest Farms Inc. (Michael Kidd) o/a South Temiskaming Animal Control Services for the provision of Animal Control and Pound Services (Deferred from June 21, 2022 Regular Council meeting) |
| By-law No. 2022-117 | Being a by-law to authorize the Sale of Land to Natahsa Baril being 545 Lakeshore Road |
| By-law No. 2022-118 | Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision for 697 Latchford Street |
| By-law No. 2022-119 | Being a by-law to Stop up and Close a Highway – Part of lane, abutting Lots 11,12 and 13 on Plan M-71 NB, described as Part 1 on Plan 54R-6269 |
| By-law No. 2022-120 | Being a by-law to Stop up and Close a Highway – Nugget Street, being legally described as Part 2 on Plan 54R-6269 |

- By-law No. 2022-121 Being a by-law to authorize the Sale of Land for a Part of a Laneway, described as Part 1 on Plan 54R-6269 to Bradley Sauve
- By-law No. 2022-122 Being a by-law to authorize the Sale of Land of Nugget Street, described as Part 2 on Plan 54R-6269 to Bradley Sauve
- By-law No. 2022-123 Being a by-law to amend By-law No. 2021-095 as amended to enter into a Rental Agreement with Jade Equipment Company Ltd. for the short-term rental of one (1) Tandem Drive Motor Grader and two (2) 6-Wheel Drive Graders (One Year Extension)
- By-law No. 2022-124 Being a by-law to amend By-law No. 2019-114 to enter into an agreement with Compass Minerals Canada Corp. for the Supply and Delivery of Bulk Coarse Highway Salt for the City of Temiskaming Shores (Three-Year Extension)

be hereby introduced and given first and second reading.

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that:

By-law No. 2022-111; By-law No. 2022-122;
By-law No. 2022-117; By-law No. 2022-123; and
By-law No. 2022-118; By-law No. 2022-124;
By-law No. 2022-119;
By-law No. 2022-120;
By-law No. 2022-121;

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

17. Schedule of Council Meetings

- a) Regular Meeting – Tuesday, August 9, 2022 at 6:00 p.m.
- b) Regular Meeting – Tuesday, September 6, 2022 at 6:00 p.m.

18. Question and Answer Period

19. 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 June 21, 2022 and June 27, 2022 (Special) Closed Session Minutes;
- b) Under Section 239 (2) (b) of the Municipal Act, 2001 – Personal matter about an identifiable individual including municipal or local board employees; and
- c) Under Section 239 (2) (e) of the Municipal Act, 2001 Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; Building Matter Update

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

20. Confirming By-law

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that By-law No. 2022-125 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Special meeting held on **June 27, 2022**, and for its Regular meeting held on **July 12, 2022**, be hereby introduced and given first and second reading.

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that By-law No. 2022-125 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

21. Adjournment

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, June 21, 2022 – 6:00 p.m.
City Hall – Council Chambers – 325 Farr Drive

Minutes

Land Acknowledgement

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

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

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

1. Call to Order

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

2. Roll Call

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

Present: Logan Belanger, Clerk
Christopher Oslund, City Manager
Kelly Conlin, Deputy Clerk
Shelly Zubycck, Director of Corporate Services
Mathew Bahm, Director of Recreation
Steve Langford, Fire Chief
Jocelyn Plante, Fire Prevention Officer
Brad Hearn, IT Administrator
Steve Burnett, Manager of Environmental Services

Mitchell McCrank, Manager of Transportation Services
Jennifer Pye, Planner
Stephanie Leveille, Treasurer

Regrets: Councillor Mike McArthur

Media: 2

Members of the Public: 40

3. Review of Revisions or Deletions to Agenda

Due to a declared conflict of interest related to Animal Control and Pound Services, items in Section 9 – Presentations/ Delegations regarding Animal Control; Section 15 - New Business, item e) Administrative Report No. CS-024-2022, and in Section 16 - By-laws, No. 2022-111, will be discussed in successive order.

Defer By-law No. 2022-105, being a by-law to appoint John Telfer as Interim City Manager for the City of Temiskaming Shores to a Special Meeting of Council on Monday, June 27, 2022 at 12:00 noon.

Defer Question and Answer Period to follow Section 9 – Presentations and Delegations.

4. Approval of Agenda

Resolution No. 2022-248

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

Mayor Kidd declared a Conflict of Pecuniary Interest related to **Section 9 – Presentations/ Delegations, Item a, Item b, and Item c** regarding Animal Control; **Section 15 – New Business, Item e) Administrative Report No. CS-024-2022 – Animal Control and Pound Services Contract**; and **Section 16 – By-laws, By-law No. 2022-111, being a by-law to execute an Agreement between the City of Temiskaming Shores and Kidd Crest Farms Inc. (Michael Kidd) o/a South Temiskaming Animal Control Services for the provision of Animal Control and Pound Services**, as soon as is the recommended bidder for Animal Control and Pound Services in the City of Temiskaming Shores.

Councillor Laferriere declared a Conflict of Pecuniary Interest related to **Section 15 – New Business, Item f) Administrative Report No. CS-025-2022 – Municipal Insurance Policy**, and **Section 16 – By-laws, By-law No. 2022-112, being a by-law to enter into an Agreement with Marsh brokered by MIS Municipal Insurance Services Brokers Ltd. for the provision of Municipal Insurance and Risk Management Services from July 1, 2022 to June 30, 2025**, as his son is employed by Broker Link.

Councillor Foley declared a Conflict of Pecuniary Interest related to **Section 19 – Closed Session, Item b) regarding a discussion for inflationary concerns**, as he is father and sister are employees for the City of Temiskaming Shores.

6. Review and adoption of Council Minutes

Resolution No. 2022-249

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

- a) Regular Meeting of Council – June 7, 2022; and
- b) Special Meeting of Council – June 14, 2022.

Carried

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

None

8. Question and Answer Period

The Question and Answer Period was discussed following Section 9 – Presentations and Delegations. *As Mayor Kidd disclosed a pecuniary interest related to Section 15 – New Business, Item e) Administrative Report No. CS-024-2022 – Animal Control and Pound Services Contract; and Section 16 – By-laws, By-law No. 2022-111; he did not participate in the Question and Answer Period related to the Animal Control and Pound Services Contract.*

The following individuals had questions or comments regarding the Animal Control and Pound Services Contract matter on the agenda:

- Steve Simpson, Resident of Temagami questioned the ownership of Kidd Crest Farms.

- Cindy Howard, Resident of Temiskaming Shores had an inquiry regarding Mayor Kidd's conflict of interest.
- Wendy Venne, Resident of Temiskaming Shores questioned what portion of the funds being paid by the municipality are being used for the protection of animal's lives.
- Michelle Anderson, Resident of Temiskaming Shores questioned whether Council would consider deferring the Animal Control matter.
- Sarah Davis, Resident of Temiskaming Shores inquired if the public would be granted access to the new facility being operated by the recommended bidder.
- Olivia, Resident of Temiskaming Shores questioned whether the successful proponent would ensure the animals are treated humanely and offer the community a chance to participate in services such as community outreach and rehabilitation.
- Natasha Hastings, Resident of Temiskaming Shores questioned whether Temiskaming Shores had an Ethics Officer who oversees declarations of conflicts.
- Claire Proctor, Resident of Temiskaming Shores questioned why the City has not included No Kill in the contract of Animal Control Services.
- Bruce Desrosiers, Resident of Temiskaming Shores questioned the decision of not including No Kill in the current Animal Control Contract.
- Robert, Resident of Temiskaming Shores questioned whether the recommended bidder purchased a crematorium.
- Karen Landers, Resident of Temiskaming Shores questioned whether an escaped cat would be euthanized, and if the recommended bidder purchased a crematorium.
- Susan Despres, Resident of Temiskaming Shores, questioned whether the animal control matter falls under nepotism.

9. **Presentations / Delegations**

Mayor Kidd disclosed a pecuniary interest related Delegation Item a) through c), regarding Animal Control; Section 15 – New Business, Item e) Administrative Report No. CS-024-2022 – Animal Control and Pound Services Contract; and Section 16 –

By-laws, By-law No. 2022-111; therefore, these items will be discussed in successive order. Mayor Kidd did not participate in the discussion of, or vote on the subject matter.

In accordance with By-law No. 2019-001, Mayor Kidd called upon Deputy Mayor Patricia Hewitt to chair the meeting.

Deputy Mayor Hewitt welcomed Dr. Wendy Ing to the podium.

- a) Dr. Wendy Ing, Veterinarian

Re: Animal Control

Dr. Ing spoke to Council on her background as a small animal veterinarian and graduate of shelter medicine. She stated that the terminology within the current contract is outdated and that most progressive municipalities have developed a hybrid approach when it comes to animal control and rescue. This approach would include return to owner concept, spay/neuter programs, and transfers to partnered facilities with adequate resources to perform trap-neuter-release programs.

Deputy Mayor Hewitt thanked Dr. Wendy Ing for her presentation, and welcomed Roxanne St-Germain from Animals First to the podium.

- b) Roxanne St. Germain – Animals First Temiskaming Shores and Area Animal Services

Re: Animal Control

Roxanne St. Germain spoke to Council regarding her experience and qualifications as they relate to her current position with the Animal Control Contract. Roxanne outlined the benefits brought to the community through the current volunteer and outreach programs, and provided a summary of the number of animals through her services since the start of the contract.

Deputy Mayor Hewitt thanked Roxanne St-Germain for her presentation, and welcomed Lynn Armstrong from Community Living Temiskaming South to the podium.

- c) Lynn Armstrong, representing Community Living Temiskaming South individuals

Re: Animal Control

Lynn Armstrong spoke to Council regarding her work as a Councillor for Community Living Temiskaming South and the volunteer opportunities and the impact they have on the residents. Community Living resident, Danny Lavigne spoke as part of Lynn's presentation outlining the benefits of the program.

Deputy Mayor Hewitt thanked Lynn Armstrong for her presentation.

Deputy Mayor Hewitt noted that New Business Item e) and By-law No. 2022-111 have been moved to be discussed in successive order, due to Mayor Kidd's pecuniary interest disclosure regarding Animal Control and Pound Services.

Section 15 New Business Item e) Administrative Report No. CS-024-2022 – Animal Control and Pound Services Contract – Deferred to the July 12, 2022 Regular Council Meeting

MOTION TO DEFER

Resolution No. 2022-250

Moved by: Councillor Foley
Seconded by: Councillor Laferriere

Be it resolved that Council for the City of Temiskaming Shores defers New Business Item e) Administrative Report No. CS-024-2022 – Animal Control and Pound Services Contract and By-Law 2022-111 being by-law a to execute an Agreement between the City of Temiskaming Shores and Kidd Crest Farms Inc. (Michael Kidd) o/a South Temiskaming Animal Control Services for the provision of Animal Control and Pound Services to the July 12, 2022 Regular Council meeting.

Carried

Section 16 By-laws, By-law No. 2022-111 being a by-law to execute an Agreement between the City of Temiskaming Shores and Kidd Crest Farms Inc. (Michael Kidd) o/a South Temiskaming Animal Control Services for the provision of Animal Control and Pound Services – Deferred to the July 12, 2022 Regular Council Meeting

Deputy Mayor Hewitt welcomed Mayor Kidd to resume Chair of the Meeting.

10. Communications

a) Carol McBride, Program Coordinator – Keepers of the Circle

Re: Invitation to Indigenous Peoples Day Pow Wow Keepers of the Circle

Reference: Received for Information

Resolution No. 2022-251

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

Be it resolved that City Council agrees to deal with Communication Item 10. a) according to the Agenda reference.

Carried

11. Committees of Council – Community and Regional

Resolution No. 2022-252

Moved by: Councillor Foley

Seconded by: Councillor Jelly

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

- a) Minutes of the Bicycle Friendly Community Committee meetings held on February 7, 2022 and May 24, 2022; and
- b) Minutes of the Temiskaming Transit Committee meeting held on May 30, 2022.

Carried

12. Committees of Council – Internal Departments

Resolution No. 2022-253

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

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

- a) Minutes of the Building Maintenance Committee meeting held on May 19, 2022;
- b) Minutes of the Corporate Services Committee meeting held on May 19, 2022;
- c) Minutes of the Protection to Persons and Property Committee meeting held on May 19, 2022;
- d) Minutes of the Public Works Committee meeting held on May 19, 2022; and
- e) Minutes of the Recreation Services Committee meeting held on May 16, 2022.

Carried

13. Reports by Members of Council

Mayor Kidd reported on his attendance at the first Keeper’s of the Circle Pow Wow located near Mill Creek, as well as his recent participation at the PDAC Conference in Toronto.

14. Notice of Motions

None

15. New Business

a) January to May 2022 Year-to-Date Capital Financial Report

Resolution No. 2022-254

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of the January to May 2022 Year-to-Date Capital Financial Report for information purposes.

Carried

b) Memo No. 027-2022-CS – Amendment to By-Law 2019-181 – Multi-Year Accessibility Plan

Resolution No. 2022-255

Moved by: Councillor Whalen

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 027-2022-CS; and

That Council hereby directs staff to prepare the necessary by-law to amend By-law No. 2019-181, being a Multi-Year Accessibility Plan, to update key contacts and to include an “Appendix A” establishing a procedure for preventative and emergency maintenance for accessible elements in public spaces and a procedure for dealing with temporary disruptions when accessible elements are not in working order, for consideration at the June 21, 2022 regular Council meeting.

Carried

c) Memo No. 028-2022-CS – Paddon Crescent One Foot (1') Reserve

Resolution No. 2022-256

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 028-2022-CS;

That Council directs staff to prepare the necessary by-law authorizing the acquisition of PIN 31343-0027 and PIN 61343-0030 (i.e., one foot reserve running along Paddon Crescent) without consideration, and authorizes the consolidation of the above-noted PINs with PIN 61343-0026 (Paddon Crescent) for public use; and

Further that FPT Holdings Ltd. have acknowledged that legal fees for the acquisition and consolidation will be at their expense.

Carried

d) Administrative Report No. CS-023-2022 – Timiskaming District Joint Compliance Audit Committee Terms of Reference

Resolution No. 2022-257

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-023-2022; and

That Council directs staff to prepare the necessary by-law to adopt the Timiskaming District Joint Compliance Audit Committee Terms of Reference for the 2022-2026 term, for consideration at the June 21, 2022 regular Council meeting.

Carried

e) Administrative Report No. CS-024-2022 – Animal Control and Pound Services Contract

Mayor Kidd disclosed a pecuniary interest with Administrative Report No. CS-024-2022 therefore, did not participate in the discussion or the vote of the subject matter.

This item was discussed following Section 9 – Delegations and Presentations.

f) Administrative Report No. CS-025-2022 – Municipal Insurance Policy

Councillor Laferriere disclosed a pecuniary interest with Administrative Report No. CS-025-2022; therefore, did not participate in the discussion of the subject matter nor did he vote on Resolution No. 2022-258.

Resolution No. 2022-258

Moved by: Councillor Whalen

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-025-2022; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Marsh brokered by MIS Municipal Insurance Services for Municipal Insurance and Risk Management Services from July 1, 2022 to June 30, 2025, with a premium of \$492,139 plus applicable taxes for the first year of the term, for Council consideration at the June 21, 2022 Regular Meeting.

Carried

g) Administrative Report No. CS-026-2022 – Community Safety & Well-Being Plan

Resolution No. 2022-259

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-026-2022;

That Council directs staff to prepare the necessary by-law to adopt the Timiskaming District Community Safety and Well-being Plan at the June 21, 2022 Regular Council meeting;

That Council directs staff to provide notification to the Ministry of the Solicitor General upon passing of the by-law to adopt the Community Safety and Well-being Plan; and

That Council approves in principle an annual contribution for Community Safety and Well-being Plan resources based on the current apportionments by the

District of Timiskaming Social Services Administration Board (DTSSAB) resulting in a District-wide funding approach.

Carried

h) Administrative Report No. CS-027-2022 – Chamber of Commerce Agreement

Resolution No. 2022-260

Moved by: Councillor Whalen

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-027-2022; and

That Council directs staff to prepare the necessary by-law to enter into a New Strategic Alliance Agreement with the Temiskaming Shores & Area Chamber of Commerce for consideration at the June 21, 2022 Regular Council meeting.

Carried

i) Administrative Report No. PW-023-2022 – RFP Award – Radley Hill Railway Crossing Upgrades

Resolution No. 2022-261

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-023-2022; and

That Council directs staff to prepare the necessary By-law to enter into an agreement with Miller Paving Northern for the Design Build Upgrades to the Radley Hill Railway Crossing in the amount of \$640,722.50 plus applicable taxes, for consideration at the June 21, 2022 Regular Council Meeting.

Carried

j) Memo No. 008-2022-RS – Niska Park

Resolution No. 2022-262

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 008-2022-RS;

That Council endorses the project to develop the Niska Park at the Farr Drive greenspace location; and

That Council directs staff to prepare the necessary agreement to form a working partnership with the Niska Park Committee for the creation and development of a park in memory of Nicole Guertin located on the greenspace on Farr Drive, for consideration at a future Council meeting.

Carried

k) Administrative Report No. RS-014-2022 – Northern Ontario Heritage Fund Corporation (NOFHC) – People and Talent Application

Resolution No. 2022-263

Moved by: Councillor Jelly

Seconded by: Councillor Hewitt

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-014-2022; and

That Council direct staff to submit an application to the Northern Ontario Heritage Fund Corporation (NOHFC) People and Talent - Workforce Development Stream in the amount of \$35,000 to hire an Environment and Sustainability Coordinator within the Recreation Department for a one-year internship.

Carried

l) Memo No. 029-2022-CS – 100 Women Who Care – Funding Sponsorship Request

Resolution No. 2022-264

Moved by: Councillor Hewitt

Seconded by: Councillor Laferriere

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 029-2022-CS; and

That Council for the City of Temiskaming Shores confirms the sponsorship request from 100 Women Who Care to the Temiskaming Shores and Area Rotary Club in the amount of \$13,700 for the relocation of a Ukrainian family to the area.

Carried

16. By-laws

Councillor Laferriere disclosed a pecuniary interest with By-law No. 2021-112, and did not participate in the discussion of the subject matter nor did he vote on Resolution No. 2022-265 and Resolution No. 2022-266.

Resolution No. 2022-265

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that:

By-law No. 2022-112 Being a by-law to enter into an Agreement with Marsh brokered by MIS Municipal Insurance Services Brokers Ltd. for the provision of Municipal Insurance and Risk Management Services from July 1, 2022 to June 30, 2025

be hereby introduced and given first and second reading.

Carried

Resolution No. 2022-266

Moved by: Councillor Whalen

Seconded by: Councillor Foley

Be it resolved that **By-law No. 2022-112** be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

Resolution No. 2022-267

Moved by: Councillor Whalen

Seconded by: Councillor Foley

Be it resolved that:

By-law No. 2022-105 Being a by-law to appoint John Telfer as Interim City Manager for the City of Temiskaming Shores (Repeals 2011-031) **(Deferred to June 27, 2022 Special Meeting of Council)**

By-law No. 2022-106 Being a by-law to enter into an Encroachment Agreement with 29 Whitewood Inc. (29 Whitewood Avenue)

- By-law No. 2022-107 Being a by-law to enter into an agreement with Enterprise Fleet Management for light-duty fleet management services, expertise and strategic planning for the City of Temiskaming Shores
- By-law No. 2022-108 Being a by-law to amend By-law No. 2019-181, to Adopt a Multi-year Accessibility Plan 2019-2023
- By-law No. 2022-109 Being a by-law for the Acquisition of the One-Foot (1') Reserve on Paddon Crescent for Public Use within the City of Temiskaming Shores
- By-law No. 2022-110 Being a by-law to adopt the Timiskaming District Joint Compliance Audit Committee Terms of Reference under the Municipal Elections Act, 1996
- By-law No. 2022-113 Being a by-law to adopt the Timiskaming District Community Safety and Well-Being Plan
- By-law No. 2022-114 Being a by-law to enter into a strategic alliance agreement with the Temiskaming Shores and Area Chamber of Commerce
- By-law No. 2022-115 Being a by-law to enter into an agreement with Miller Paving Limited for the provision of Design Build Upgrades – Radley Hill Railway Crossing

be hereby introduced and given first and second reading.

Carried

Resolution No. 2022-268

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that:

By-law No. 2022-105 (**deferred**); By-law No. 2022-110;
By-law No. 2022-106; By-law No. 2022-113;
By-law No. 2022-107; By-law No. 2022-114; and
By-law No. 2022-108; By-law No. 2022-115;
By-law No. 2022-109;

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

Carried

17. Schedule of Council Meetings

- a) Special Meeting – Monday, June 27, 2022 at 12:00 noon
- b) Regular Meeting – Tuesday, July 12, 2022 at 6:00 p.m.
- c) Regular Meeting – Tuesday, August 9, 2022 at 6:00 p.m.

18. Question and Answer Period

None

19. Closed Session

Resolution No. 2022-269

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that Council agrees to convene in Closed Session at 7:50 p.m. to discuss the following matters:

- a) Adoption of the June 7, 2022 and June 14, 2022 (Special) Closed Session Minutes; and

- b) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour relations or employee negotiations – Discussion Regarding Inflationary Concerns.

Carried

Resolution No. 2022-270

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Be it resolved that Council agrees to rise with report from Closed Session at 8:18 p.m.

Carried

Matters from Closed Session

Adoption of the June 7, 2022 and June 14, 2022 – Closed Session Minutes

Resolution No. 2022-271

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

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

- a) Adoption of the June 7, 2022 and the June 14, 2022 (Special) Closed Session Minutes.

Carried

Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour relations or employee negotiations – Discussion Regarding Inflationary Concerns

Councillor Foley disclosed a pecuniary interest with this item and left the Closed Session meeting at 7:50 p.m.; therefore, did not participate in the discussion of the subject matter.

Council provided staff with direction.

20. Confirming By-law

Resolution No. 2022-272

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that By-law No. 2022-116 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Special meeting held on **June 14, 2022**, and for its Regular meeting held on **June 21, 2022**, be hereby introduced and given first and second reading.

Carried

Resolution No. 2022-272A

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that By-law No. 2022-116 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

21. Adjournment

Resolution No. 2022-273

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

Be it resolved that Council hereby adjourns its meeting at 8:20 p.m.

Carried

Mayor

Clerk



The Corporation of the City of Temiskaming Shores
Special Meeting of Council
Monday, June 27, 2022 – 12:00 noon
City Hall – Council Chambers – 325 Farr Drive

Minutes

Land Acknowledgement

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

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

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

1. Call to Order

The meeting was called to order by Mayor Kidd at 12:00 noon

2. Roll Call

Council: Mayor Carman Kidd; Councillors Jesse Foley (electronic), Patricia Hewitt, Doug Jelly, Mike McArthur (electronic) and Danny Whalen

Present: Logan Belanger, Clerk
Christopher Oslund, City Manager
Shelly Zubyck, Director of Corporate Services
Brad Hearn, IT Administrator

Regrets: Councillor Jeff Laferriere

Media: 1

Members of the Public: 17

3. Approval of Agenda

Resolution No. 2022-274

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

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

Carried

4. Declaration of Special Council Meeting

Resolution No. 2022-275

Moved by: Councillor Foley

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores declares this meeting a “Special Meeting of Council” in accordance to Section 7 of Procedural By-law No. 2008-160.

Carried

5. Disclosure of Pecuniary Interest and General Nature

Councillor Foley declared a Conflict of Pecuniary Interest related to **Section 9 – Closed Session, Item c) regarding a discussion for inflationary concerns**, as he is father and sister are employees for the City of Temiskaming Shores.

6. Correspondence

a) Andy Ringuette

Re: Request for the July 12, 2022 Council Meeting - Animal Control Tender

Reference: Motion presented under Section 7 – New Business

Resolution No. 2022-276

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that City Council agrees to deal with Communication Item 10. a) according to the Agenda reference.

Carried

7. New Business

a) Andy Ringuette - Request for the July 12, 2022 Council Meeting - Animal Control Tender

Resolution No. 2022-277

Moved by: Councillor Hewitt

Seconded by: Councillor Foley

Whereas Council for the City of Temiskaming Shores received an email from Mr. Andy Ringuette, dated June 22, 2022, requesting a change in venue for the July 12, 2022 Regular Council meeting.

Be it resolved that Council hereby approve the change in venue for the July 12, 2022 regular meeting to Riverside Place, situated at 55 Riverside Drive commencing at 6:00 p.m.

Recorded Vote

For Motion

Councillor Whalen

Councillor Hewitt

Against Motion

Councillor Foley

Councillor Jelly

Councillor McArthur

Mayor Kidd

Defeated

8. By-laws

Resolution No. 2022-278

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that:

By-law No. 2022-105 Being a by-law to appoint John Telfer as Interim City Manager for the City of Temiskaming Shores (Repeals 2011-031)

be hereby introduced and given first and second reading.

Carried

Resolution No. 2022-279

Moved by: Councillor Jelly
Seconded by: Councillor Hewitt

Be it resolved that Council hereby agrees to amend **By-law No. 2022-105** prior to third and final reading in accordance with Section 41.4 (b) the Procedural By-law, to change the effective date to appoint John Telfer as Interim City Manager for The Corporation of the City of Temiskaming Shores from July 1, 2022 to June 27, 2022.

Carried

Resolution No. 2022-280

Moved by: Councillor McArthur
Seconded by: Councillor Whalen

Be it resolved that **By-law No. 2022-105** be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

9. Closed Session

Resolution No. 2022-281

Moved by: Councillor Whalen
Seconded by: Councillor Jelly

Be it resolved that Council agrees to convene in Closed Session at 12:30 p.m. to discuss the following matters:

- a) Under Section 239 (2) (c) of the Municipal Act, 2001 – proposed or pending acquisition or disposition of land by the municipality – 545 Lakeshore Road (Former Haileybury Library);
- b) Under Section 239 (2) (b) of the Municipal Act, 2001 – Personal matter about an identifiable individual;
- c) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour relations or employee negotiations – Discussion Regarding Inflationary Concerns; and
- d) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour relations or employee negotiations – City Manager Recruitment Process Update.

Carried

Resolution No. 2022-282

Moved by: Councillor Jelly

Seconded by: Councillor Whalen

Be it resolved that Council agrees to rise with report from Closed Session at 1:52 p.m.

Carried

Matters from Closed Session

Under Section 239 (2) (c) of the Municipal Act, 2001 – proposed or pending acquisition or disposition of land by the municipality – 545 Lakeshore Road (Former Haileybury Library)

Council provided direction to staff.

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

Staff provided an update to Council, and Council provided staff with direction.

Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour relations or employee negotiations – Discussion Regarding Inflationary Concerns

Councillor Foley disclosed a pecuniary interest with this item and left the Closed Session meeting at 12:40 p.m.; therefore, did not participate in the discussion of the subject matter.

Resolution No. 2022-283

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that Council hereby agrees to allocate a retention and appreciation compensation of \$1,000 per full-time employee, actively employed by the City of Temiskaming Shores as of June 27, 2022, to be drawn from the working fund reserve.

Recorded Vote

For Motion
Councillor Jelly
Councillor McArthur
Mayor Kidd

Against Motion
Councillor Hewitt
Councillor Whalen

Carried

Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour relations or employee negotiations – City Manager Recruitment Process Update

Council provided staff with direction.

10. Adjournment

Resolution No. 2022-283

Moved by: Councillor Whalen

Seconded by: Councillor McArthur

Be it resolved that City Council adjourns at 1:55 p.m.

Carried



**THE CORPORATION OF THE
TOWNSHIP OF MATACHEWAN**

June 28, 2022

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

Dear Premier Ford:

At the meeting held on June 15, 2022, the Council of the Corporation of the Township of Matachewan passed Resolution 2022-148 supporting the inclusion of the mailing addresses of voters on voter's lists provided to candidates.

A copy of Resolution 2022-148 is attached. Your consideration and support of this resolution would be greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Barbara Knauth".

Barbara Knauth
Deputy Clerk

:bk

cc: Ontario Municipalities
Steven Clark – Ministry of Municipal Affairs and Housing
Canadian Civil Liberties Association

P.O. Box 177, Matachewan, ON P0K 1M0
deputyclerktreasurer@matachewan.ca
www.matachewan.com

Phone: 705-565-2274
Fax: 705-565-2564



THE CORPORATION OF THE TOWNSHIP OF MATACHEWAN

P.O. Box 177, Matachewan, Ontario P0K 1M0

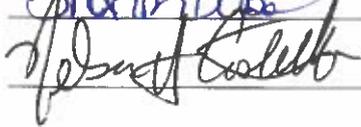
DATE: June 15, 2022

RESOLUTION #: 2022-148

Moved by:



Seconded by:



WHEREAS it is in the best interest of good government and the democratic process that all Ontarians have access to candidate information during the upcoming municipal elections; and,

WHEREAS the clerks of some municipalities do not supply the mailing addresses of voters on the voters list to candidates, thereby limiting the access of voters who have mailing addresses outside the municipality to candidate information, effectively disenfranchising them;

BE IT RESOLVED THAT the Council of the Corporation of the Township of Matachewan expresses its support for the inclusion of the mailing addresses of voters on voter's lists provided to candidates;

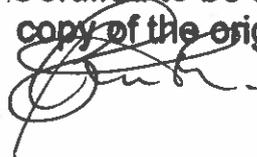
AND THAT a copy of this resolution be sent to all municipalities in Ontario to ask for their support;

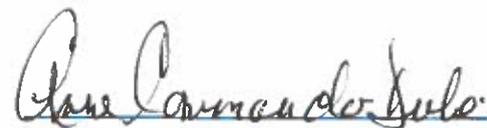
AND THAT a copy of this resolution be sent to the Premier of Ontario and the Minister of Municipal Affairs and Housing;

AND THAT a copy of this resolution be sent to the Canadian Civil Liberties Association

		COUNCILLOR	YEA	NAY	PID
CARRIED	✓	Ms. A. Commando-Dubé Mayor			
AMENDED		Mr. N. Costello Deputy Mayor			
DEFEATED		Mr. G. Dubé Councillor			
TABLED		Mr. M. Young Councillor			
		Mrs. S. Dubé Councillor			

Certified to be a true
copy of the original.





Anne Commando-Dubé
Mayor



Janet Gore
Clerk



MUNICIPALITY OF SHUNIAH

420 Leslie Avenue, Thunder Bay, Ontario P7A 1X8

Phone: (807) 683-4545 Fax: (807) 683-6982

Email: shuniah@shuniah.org www.shuniah.org

June 30th, 2022

Federation of Canadian Municipalities (FCM)
Association of Municipalities of Ontario (AMO)

Via Email

To Whom it may concern,

RE: Letter of Support – The Corporation of the City of Brantford - 5.1 Release of all Federal and Provincial Documents Related to the Former Mohawk Institute Residential School

Please be advised that, at its meeting on June 28th, 2022, the Council of the Municipality of Shuniah resolved to support the resolution adopted May 17, 2022 by The Corporation of the City of Brantford.

A copy of the above noted resolution is enclosed for your reference and consideration.

We kindly request your support and endorsement for the release of all Federal and Provincial document related to the Former Mohawk Institute Residential School.

Yours truly,

Kerry Bellamy
Clerk
KB/jk

Cc:

Right Hon. Justin Trudeau, Prime Minister of Canada
Hon. Doug Ford, Premier of Ontario
Hon. Marc Miller, Minister of Crown-Indigenous Relations
Hon. Patty Hajdu, Minister of Indigenous Services and MP
Hon. Greg Rickford, Minister of Indigenous Affairs
The Most Rev. Linda Nicholls, Primate of the Anglican Church of Canada
Hon. Kevin Holland, MPP Thunder Bay-Atikokan
Hon. Lise Vaugeois, MPP Thunder Bay Superior North
The Survivors Secretariat
All municipalities in Ontario



Municipality of
SHUNIAH

COUNCIL RESOLUTION

Resolution No.: 231-22

Date: Jun 28, 2022

Moved By: Donna Blunt

Seconded By: [Signature]

THAT Council hereby supports the resolution from the City of Brandtford regarding the Release of all Federal and Provincial Documents Related to the Former Mohawk Institute Residential School; and

BE IT RESOLVED:

THAT the Clerk be directed to forward a copy of this resolution to: Prime Minister Justin Trudeau; Premier Doug Ford; Minister of Crown-Indigenous Relations Marc Miller; Minister of Indigenous Services and MP Patty Hajdu; Minister of Indigenous Affairs Greg Rickford; Primate of the Anglican Church of Canada Linda Nicholls; MPP Kevin Holland, MPP Lise Vaugeois; the Survivors' Secretariat; the Federation of Canadian Municipalities (FCM); the Association of Municipalities of Ontario (AMO) and to all municipalities in Ontario with an invitation to adopt a similar resolution.

Carried

Defeated

Amended

Deferred

Wendy Landry
Signature

Municipality of Shuniah, 420 Leslie Avenue, Thunder Bay, Ontario, P7A 1X8

TIMISKAMING HEALTH UNIT
AUDITED FINANCIAL STATEMENTS
DECEMBER 31, 2021

TIMISKAMING HEALTH UNIT

INDEX TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2021

Page 1	Management's Responsibility for the Financial Statements
Page 2, 3	Independent Auditors' Report
Page 4	Statement of Financial Position
Page 5	Statement of Operations
Page 6	Statement of Change in Net Financial Assets
Page 7	Statement of Cash Flows
Pages 8 to 15	Notes to the Financial Statements
Pages 16 to 20	Schedule 1 – Mandatory Programs
Page 21	Schedule 2 – Northern Fruit and Vegetable Program
Page 22	Schedule 3 – Unorganized Territories Program
Page 23	Schedule 4 – Ontario Seniors Dental Care Program
Page 24	Schedule 5 – COVID-19 Infection Prevention and Control Hub Program
Page 25	Schedule 6 – COVID-19 General and Extraordinary Costs Programs
Page 26	Schedule 7 – COVID-19 Public Health Case and Contact Management Solution Program
Page 27	Schedule 8 – COVID-19 School-Focused Nurses Initiative Program
Page 28	Schedule 9 – COVID-19 Vaccine Program
Page 29	Schedule 10 – Temporary Pandemic Pay Initiative Program
Page 30	Schedule 11 – Needle Exchange / Drug Strategy Program
Page 31	Schedule 12 – Ontario Seniors Dental Care Program – Capital
Page 32	Schedule 13 – COVID-19 Related Projects
Page 33	Schedule 14 – Ontario Active School Travel Program
Page 34	Schedule 15 – TCSCPT Strategic Planning
Page 35	Schedule 16 – Digital Divide Program

MANAGEMENT'S RESPONSIBILITY FOR THE FINANCIAL STATEMENTS

The accompanying financial statements of the Timiskaming Health Unit are the responsibility of the Timiskaming Health Unit's management and have been prepared in compliance with legislation, and in accordance with generally accepted accounting principles for local governments established by the Public Sector Accounting Board of The Chartered Professional Accountants of Canada. A summary of the significant accounting policies are described in Note 2 to the financial statements. The preparation of financial statements necessarily involves the use of estimates based on management's judgment, particularly when transactions affecting the current accounting period cannot be finalized with certainty until future periods.

The Timiskaming Health Unit's management maintains a system of internal controls designed to provide reasonable assurance that assets are safeguarded, transactions are properly authorized and recorded in compliance with legislative and regulatory requirements, and reliable financial information is available on a timely basis for preparation of the financial statements. These systems are monitored and evaluated by Management.

The Board and/or the audit committee meets with Management and the external auditors to review the financial statements and discuss any significant financial reporting or internal control matters prior to their approval of the financial statements.

The financial statements have been audited by Kemp Elliott & Blair LLP, independent external auditors appointed by the Timiskaming Health Unit. The accompanying Independent Auditors' Report outlines their responsibilities, the scope of their examination and their opinion on the Timiskaming Health Unit's financial statements.


Chairperson


Director of Operations

INDEPENDENT AUDITORS' REPORT

To the Members of the Board of Health of the Timiskaming Health Unit

Opinion

We have audited the financial statements of Timiskaming Health Unit, which comprise the statement of financial position as at December 31, 2021 and the statements of operations, change in net financial assets and cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Timiskaming Health Unit as at December 31, 2021, and the results of its operations, change in net financial assets and cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditors' Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of Timiskaming Health Unit in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing Timiskaming Health Unit's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate Timiskaming Health Unit or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing Timiskaming Health Unit's financial reporting process.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements. As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Timiskaming Health Unit's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on Timiskaming Health Unit's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditors' report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditors' report. However, future events or conditions may cause Timiskaming Health Unit to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Kemp Elliott & Blair LLP

Kemp Elliott & Blair LLP
Chartered Professional Accountants
Licensed Public Accountants

New Liskeard, Ontario
June 30, 2022

TIMISKAMING HEALTH UNIT
STATEMENT OF FINANCIAL POSITION
AS AT DECEMBER 31, 2021

	<u>2021</u>	<u>2020</u>
FINANCIAL ASSETS		
Cash – note 6	\$ 1,607,502	\$ 1,395,996
Accounts receivable – note 7	281,594	182,261
Due from Province of Ontario – note 10	<u>145,179</u>	<u>182,421</u>
	<u>2,034,275</u>	<u>1,760,678</u>
LIABILITIES		
Accounts payable and accrued liabilities – note 8	678,540	539,063
Due to Province of Ontario – note 10	539,331	548,417
Deferred revenue – note 9	432,147	17,044
Retirement benefit liability – note 12	<u>370,460</u>	<u>361,967</u>
	<u>2,020,478</u>	<u>1,466,491</u>
Commitments – note 11		
NET FINANCIAL ASSETS	13,797	294,187
NON-FINANCIAL ASSETS		
Tangible capital assets – note 16	73,576	96,139
Prepaid expenses	<u>94,990</u>	<u>111,533</u>
	<u>168,566</u>	<u>207,672</u>
ACCUMULATED SURPLUS – note 13	<u>\$ 182,363</u>	<u>\$ 501,859</u>

Approved on behalf of the Board:


 Chairperson


 Director of Corporate Services

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT

STATEMENT OF OPERATIONS

FOR THE YEAR ENDED DECEMBER 31, 2021

	Mandatory Programs (Sch 1)	Other Programs (Sch 2 - Sch 16)	Actual 2021	Budget 2021	Actual 2020
REVENUES					
Province of Ontario	\$ 3,878,137	\$ 463,800	\$ 4,341,937	\$ 4,344,400	\$ 4,350,924
Province of Ontario - One-time	-	1,316,488	1,316,488	397,424	472,285
Province of Ontario – Mitigation	600,500	-	600,500	600,500	600,500
Municipalities (Sch. 1, pg. 20)	1,409,137	-	1,409,137	1,409,136	1,342,034
Public Health Canada	-	9,792	9,792	-	-
DTSSAB – One time	-	-	-	-	20,000
Sundry revenue	-	135,488	135,488	60,000	42,887
Offset revenue	42,630	2,439	45,069	80,000	82,749
Interest	2,848	-	2,848	-	9,126
Total revenues	5,933,252	1,928,007	7,861,259	6,891,460	6,920,505
EXPENDITURES					
Salaries and wages	2,380,986	2,562,780	4,943,766	4,145,881	3,901,147
Fringe benefits	782,628	287,569	1,070,197	1,015,450	912,318
Fees for service	458,937	279,882	738,819	568,879	746,030
Travel	29,167	90,641	119,808	72,285	38,263
Materials and supplies	321,967	206,647	528,614	317,059	382,040
Administrative	212,549	87,735	300,284	291,788	299,128
Rent and utilities	474,223	-	474,223	443,850	448,314
Amortization	36,777	-	36,777	-	37,963
	4,697,234	3,515,254	8,212,488	6,855,192	6,765,203
Allocated to other programs	(45,034)	-	(45,034)	(49,700)	(96,132)
Total expenditures	4,652,200	3,515,254	8,167,454	6,805,492	6,669,071
Annual surplus (deficit) before provincial settlements	1,281,052	(1,587,247)	(306,195)	85,968	251,434
Provincial settlements	-	12,507	12,507	-	452,446
Annual surplus (deficit)	\$ 1,281,052	\$ (1,599,754)	(318,702)	85,968	(201,012)
Accumulated surplus, beginning of year			501,859	501,859	702,871
Change in accounting estimate - note 15			(794)	-	-
Accumulated surplus, end of year – note 13			\$ 182,363	\$ 587,827	\$ 501,859

The accompanying notes form an integral part of these financial statements

TIMISKAMING HEALTH UNIT
STATEMENT OF CHANGE IN NET FINANCIAL ASSETS
FOR THE YEAR ENDED DECEMBER 31, 2021

	Actual 2021	Budget 2021	Actual 2020
Annual surplus (deficit)	\$ (318,702)	\$ 85,968	\$ (201,012)
Acquisition of tangible capital assets	(14,214)	-	(45,753)
Amortization of tangible capital assets	36,777	-	37,963
	<u>22,563</u>	-	<u>(7,790)</u>
Consumption of prepaid expenses	16,543	-	(72,749)
Increase (decrease) in net financial assets	(279,596)	85,968	(281,551)
Net financial assets, beginning of year	294,187	294,187	575,738
Change in accounting estimate – note 15	(794)	-	-
Net financial assets, end of year	<u>\$ 13,797</u>	<u>\$ 380,155</u>	<u>\$ 294,187</u>

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED DECEMBER 31, 2021

	2021	2020
Operating activities		
Annual deficit	\$ (318,702)	\$ (201,012)
Change in accounting estimate	(794)	-
Charges not affecting cash - Amortization	36,777	37,963
	<u>(282,719)</u>	<u>(163,049)</u>
Net change in non-cash working capital items –		
Accounts receivable	(99,333)	429
Due from Province of Ontario	37,242	(151,679)
Prepaid expenses	16,543	(72,749)
Accounts payable and accrued liabilities	139,477	3,372
Due to Province of Ontario	(9,086)	367,653
Deferred revenue	415,103	3,856
Retirement benefit liability	8,493	21,572
	<u>508,439</u>	<u>172,454</u>
Cash provided by operating activities	<u>225,720</u>	<u>9,405</u>
Capital activities		
Acquisition of tangible capital assets	<u>(14,214)</u>	<u>(45,753)</u>
Cash used for capital activities	<u>(14,214)</u>	<u>(45,753)</u>
Increase (decrease) in cash	211,506	(36,348)
Cash, beginning of year	<u>1,395,996</u>	<u>1,432,344</u>
Cash, end of year	<u>\$ 1,607,502</u>	<u>\$ 1,395,996</u>
Represented by		
Cash	<u>\$ 1,607,502</u>	<u>\$ 1,395,996</u>

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2021

1. **Nature of operations**

The Timiskaming Health Unit offers public health services to the District of Timiskaming through a variety of programs. There are full-time offices in Kirkland Lake, Temiskaming Shores, and Englehart, Ontario and a nursing station in Matachewan, Ontario.

In April 2019, the Province announced a plan to restructure the existing 35 Public Health Units to 10 Regional Health Units. Under this plan, it is expected that the Timiskaming Health Unit would amalgamate with six other Health Units in Region 9. While it is expected that this restructuring should take place within the next three years, it does not provide a specific deadline for the achievement of the amalgamation. In the meantime, the Timiskaming Health Unit continues to operate as a separate entity.

2. **Significant accounting policies**

The financial statements of the Timiskaming Health Unit ("the Health Unit") are the representations of management and have been prepared in accordance with Canadian generally accepted accounting principles as recommended by the Public Sector Accounting Board ("PSAB") of the Chartered Professional Accountants of Canada. The more significant of the accounting policies are summarized below.

(a) **Non-financial assets**

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the ordinary course of operations. The change in non-financial assets during the year, together with the annual surplus (deficit), provides the Change in Net Financial Assets for the year.

(b) **Tangible capital assets**

Tangible capital assets are recorded at cost, which includes all amounts that are directly attributable to acquisition, construction, development or betterment of the asset. The cost, less residual value, of the tangible capital assets are amortized on a straight line basis over their estimated useful lives as follows:

Furniture and equipment	5 years
Leasehold improvements	5 years

Only one-half the normal rate of amortization is taken in the year of acquisition.

The Health Unit has a capitalization threshold of \$5,000. Individual assets of lesser value may be capitalized if they are pooled, or because, collectively, they have significant value, or for operational purposes.

(c) **Government transfers**

Government transfers are recognized in the financial statements as revenues in the period in which events giving rise to the transfer occur, providing the transfers are authorized, any eligibility criteria have been met, and reasonable estimates of the amounts can be made.

TIMISKAMING HEALTH UNIT

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2021

2. Significant accounting policies (continued)

(d) Measurement uncertainty

The preparation of financial statements in conformity with Canadian generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the year. Such estimates include provisions for amounts owed to the Province of Ontario, pay equity and union contract settlements, employee future benefits and various other accrued liabilities, and determination of tangible capital assets historical cost, estimated useful life and related amortization. Actual results could differ from these estimates.

(e) Revenue recognition

The programs administered by the Health Unit are funded primarily by the Province of Ontario in accordance with budget arrangements established by the Ministry of Health and Long-Term Care and the Ministry of Children, Community and Social Services. Operating grants are recorded as revenue in the period to which they relate. Grants approved but not received at the end of an accounting period are accrued. Where a portion of a grant relates to a future period, it is deferred and recognized in that subsequent period. Any excess of program funding over recoverable expenditures is due to the Province of Ontario.

The programs are also funded by twenty-four municipalities from the District of Timiskaming. Contributions for the year were calculated based on the approved cost apportionment formula applied to the Health Unit's budget for the year. Any excess or deficiency of the municipalities' contributions in the year over their respective share of the Health Unit's expenditures is apportioned among the municipalities in the same proportion as the original contributions.

(f) Retirement and other employee future benefits

The Health Unit provides defined retirement and other future benefits to specified employee groups. These benefits include pension, life insurance and health care benefits, and long-term disability benefits. The Health Unit has adopted the following policies with respect to accounting for these employee benefits:

- (i) The costs of self-insured retirement and other employee future benefit plans are actuarially determined using management's best estimate of salary escalation, insurance and health care costs trends, disability recovery rates, long term inflation rates and discount rates.

For self-insured retirement and other employee future benefits that vest or accumulate over the periods of service provided by employees, such as life insurance and health care benefits for retirees, the cost is actuarially determined using the projected benefits method prorated on service. Under this method, the benefit costs are recognized over the expected average service life of the employee group. Any actuarial gains and losses related to the past service of employees are amortized over the expected average remaining service life of the employee group.

For those self-insured benefit obligations that arise from specific events that occur from time to time, such as obligations for long term disability and life insurance and health care benefits for those on disability leave, the cost is recognized immediately in the period the events occur. Any actuarial gains and losses that are related to these benefits are recognized immediately in the period they arise.

TIMISKAMING HEALTH UNIT

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2021

2. (f) **Retirement and other employee future benefits (continued)**
- (ii) The costs of multi-employer defined pension plan benefits, such as the Ontario Municipal Employees Retirement System ("OMERS") pensions, are the employer's contributions due to the plan in the period.
- (iii) The costs of insured benefits are the employer's portion of insurance premiums owed for coverage of employees during the period.
- (g) **Financial instruments**
- (i) **Fair value of financial instruments**
The Health Unit's financial instruments consist of cash, accounts receivable, accounts payable and accrued liabilities, deferred revenue and amounts due from (to) the Province of Ontario. Unless otherwise noted, it is management's opinion that the Health Unit is not exposed to significant interest or currency risks arising from these financial instruments. The carrying values of the Health Unit's financial instruments approximate their fair values unless otherwise noted.
- (ii) **Credit risk**
The Health Unit does not have significant exposure to any individual or party. A large portion of the Health Unit's receivables are due from other levels of government and other Health Unit programs. No allowance for doubtful accounts has been established as at December 31, 2021 as management feels all receivables will be collected.
3. **Programs administered by the Health Unit**
These financial statements do not reflect any revenues or expenditures of the Land Control Program, Community Health Centre Program, Healthy Babies/Healthy Children Program, and Stay on Your Feet Program, all of which are administered by the Health Unit. Each program is funded separately and reported upon in separate financial statements.
4. **Self-funded leave plan**
Under the self-funded leave plan, employees have the opportunity to be paid 80% of their salaries over four years. The remaining 20% is accumulated in a bank account to cover 80% of their salaries in the fifth year when they take a year leave of absence. The cash and related liability have been included with cash and accounts payable and accrued liabilities on the Statement of Financial Position.
5. **Interest**
In 2021, interest earned on the surplus account amounted to \$nil (2020 \$2,984). This amount is included in interest revenue reported on the Statement of Operations.
6. **Operating line loan agreement**
The Health Unit has entered into an operating line loan agreement with its financial institution. The credit limit for this agreement is \$300,000. Interest is calculated at prime plus 1%. This operating line is utilized from time to time to cover temporary cash shortfalls that may occur during the year.

As at December 31, 2021, the outstanding balance of the operating line was \$nil (2020 \$nil).

TIMISKAMING HEALTH UNIT

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2021

7. Accounts receivable

	2021	2020
Due from associated programs	\$ 100,351	\$ 75,208
GST/HST receivable	103,348	98,573
Municipalities	31,757	30
Due from Public Health Canada	9,792	-
Sundry	36,346	8,450
	<u>\$ 281,594</u>	<u>\$ 182,261</u>

8. Accounts payable and accrued liabilities

	2021	2020
Trade payables and accrued liabilities	\$ 662,053	\$ 492,796
Due to associated programs	-	29,780
Due to DTSSAB	16,487	16,487
	<u>\$ 678,540</u>	<u>\$ 539,063</u>

9. Deferred revenue

	December 31 2020	Funds Received	Revenue Earned	December 31 2021
DTSSAB Covid-19 PPE Relief project	\$ 2,322	\$ -	\$ 2,322	\$ -
DTSSAB Covid-19 Isolation Supports	-	20,000	3,343	16,657
Healthy Kids Community Coalition	2,500	-	-	2,500
MTO Safe Winter Driving	120	-	-	120
Tobacco Free Timiskaming Coalition	1,075	-	-	1,075
Prevent Alcohol & Risk Related Trauma in Youth program	1,293	-	-	1,293
Bike Exchange Program	1,500	3,050	2,328	2,222
Ontario Active School Travel	6,991	54,000	47,099	13,892
January 2021 Rent	1,243	-	1,243	-
Infection Prevention and Control Hub - One-time	-	465,000	110,645	354,355
School-Focused Nurses Initiative - One-time	-	224,630	198,962	25,668
Ontario Seniors Dental Care Capital - One-time	-	35,900	21,535	14,365
	<u>\$ 17,044</u>	<u>\$ 802,580</u>	<u>\$ 387,477</u>	<u>\$ 432,147</u>

TIMISKAMING HEALTH UNIT

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2021

10. Due from (to) Province of Ontario

	Previous years	Current year	2021 Total	2020 Total
Due from Province of Ontario				
Ontario Seniors Dental Care	\$ (2,188)	\$ 61,642	\$ 59,454	\$ 15,287
Needle Exchange – One-time	261	-	261	261
Northern Fruit and Vegetable	4,417	(268)	4,149	4,417
Smoke Free Ontario – One-time	2,712	-	2,712	2,712
Infection Prevention and Control Hub – One-time	-	-	-	28,884
Covid-19 Extraordinary Costs – One-time	-	-	-	119,089
Covid-19 Vaccine program – One-time	-	61,900	61,900	-
Needle Exchange/Drug Strategy – One-time	-	9,750	9,750	-
Case and Contact Management Solutions – One-time	-	-	-	3,354
School-Focused Nurses Initiatives – One-time	-	6,953	6,953	8,417
	<u>5,202</u>	<u>139,977</u>	<u>145,179</u>	<u>182,421</u>
Due to Province of Ontario				
Mandatory Programs	(421,375)	7,537	(413,838)	(404,055)
Early Years and Childcare Service	(59,920)	-	(59,920)	(59,920)
Panorama	(15,138)	-	(15,138)	(15,138)
Healthy Menu Choices	(157)	-	(157)	(157)
Infection Prevention and Control Hub – One-time	-	(8,185)	(8,185)	-
Covid-19 Extraordinary Costs – One-time	(14,609)	-	(14,609)	-
Case and Contact Management Solutions – One-time	135	(4,054)	(3,919)	-
Ontario Seniors Dental Care Capital – One-time	(13,080)	-	(13,080)	(13,080)
Temporary Pandemic Pay Initiative – One-time	-	-	-	(45,582)
Unorganized Territories	(10,485)	-	(10,485)	(10,485)
	<u>(534,629)</u>	<u>(4,702)</u>	<u>(539,331)</u>	<u>(548,417)</u>
Total Due from (to) Province of Ontario	<u>\$ (529,427)</u>	<u>\$ 135,275</u>	<u>\$ (394,152)</u>	<u>\$ (365,996)</u>

The Mandatory Programs are funded 70% by the Ministry of Health and Long-Term Care (“the MOHLTC”) and 30% by the member municipalities while the One-time, Northern Fruit and Vegetable, Ontario Seniors Dental Care and Unorganized Territories programs are funded 100% by the MOHLTC. The Early Years and Childcare Service is funded 100% by the Ministry of Children, Community and Social Services (“the MCCSS”).

The previous year’s balances outstanding represent amounts owed or receivable for settlements in previous years which have not yet been processed by the MOHLTC and/or the MCCSS. Provincial funding is subject to historical audit by the Province of Ontario.

TIMISKAMING HEALTH UNIT

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2021

11. Commitments

Leases

The offices of the Health Unit are located in various leased premises. Minimum annual lease payments of approximately \$316,689 (excluding HST) are required with various expiry dates.

Information Technology

The Health Unit has entered into a five-year Information Technology agreement for \$7,000 (excluding HST) per month starting in June 2015. The agreement includes server, desktop/notebook, printer and network support, as well as a help desk application and consulting services on IT policies and purchases. The agreement includes an annual percentage increase of 4% per year and allows the Health Unit to terminate the agreement with a one year written notice or one year payment. As of June 1, 2020, the agreement has continued in force on a month-to-month basis.

Financial Services

The Health Unit entered into a five-year Financial Services agreement based on an hourly rate beginning April 1, 2013 with a provision for an increase in the hourly rate based on the 2014 Cost of Living Rate effective April 1, 2015. This agreement may be terminated at any time by mutual agreement of the parties, after March 31, 2018 with 90 days' notice, or upon default by either party. As of April 1, 2018, the agreement has continued in force on a month-to-month basis.

12. Retirement and other employee future benefits

(a) Retirement and other employee future benefit liabilities

	2021	2020
Accrued employee future benefit obligations	\$ 392,767	\$ 298,857
Unamortized actuarial losses	(22,307)	63,110
Employee future benefit liability	<u>\$ 370,460</u>	<u>\$ 361,967</u>

(b) Retirement and other employee future benefit expenses

	2021	2020
Current year benefit cost	\$ 27,841	\$ 30,305
Amortization of actuarial gains and losses	231	(5,122)
Interest on accrued benefit obligation	12,429	11,197
Employee future benefits expenses ¹	<u>\$ 40,501</u>	<u>\$ 36,380</u>

¹ Excluding pension contributions to the Ontario Municipal Employees Retirement System (OMERS), a multi-employer pension plan, described below.

TIMISKAMING HEALTH UNIT

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2021

12. Retirement and other employee future benefits - continued

(c) Retirement benefits

(i) Ontario Municipal Employees Retirement System

All permanent employees of the Health Unit are eligible to be members of the Ontario Municipal Employees Retirement System (OMERS), a multi-employer pension plan. The plan provides defined pension benefits to employees based on their length of service and rates of pay. The Health Unit contributions equal the employee contributions to the plan. During the year ended December 31, 2021, the Health Unit contributed \$380,111 (2020 \$335,290) to the plan. As this is a multi-employer pension plan, these contributions are the Health Unit's pension benefit expenses. No pension liability for this type of plan is included in the Health Unit's financial statements. As of December 31, 2021, OMERS has a funding deficit of \$3.1 billion (2020 \$3.2 billion) and Net Assets Available for Benefits of \$120.9 billion (2020 \$105.6 billion).

(ii) Retirement Life Insurance and Health Care Benefits

The Health Unit continues to provide life insurance and health care benefits to certain employee groups after retirement until the members reach 65 years of age. The Health Unit provides these benefits through an unfunded defined benefit plan. The benefit costs and liabilities to this plan are included in the Health Unit's financial statements.

(d) Assumptions

The accrued benefit obligations for employee future benefit plans as at December 31, 2021 are based on actuarial valuations for accounting purposes as at December 31, 2021. These actuarial valuations were based on assumptions about future events. The economic assumptions used in these valuations are the Health Unit's best estimates of expected rates of:

	2021	2020
Inflation	1.75%	1.75%
Wage and salary escalation	2.75%	2.75%
Insurance and health care cost escalation	5.7501% for 2021 decreasing to 5.4168% in 2022 and decreasing to 3.75% in 2027	6.0834% for 2020 decreasing to 5.7501% for 2021 and decreasing to 3.75% in 2027
Dental Care Cost escalation	3.75%	3.75%
Discount on accrued benefit obligations	3.25%	3.25%

13. Accumulated surplus

The accumulated surplus is made up of the following:

	2021	2020
Net financial assets		
Operational surplus	\$ 13,797	\$ 294,187
Non-financial assets		
Investment in tangible capital assets	73,576	96,139
Prepaid expenses	94,990	111,533
	168,566	207,672
Accumulated surplus	\$ 182,363	\$ 501,859

TIMISKAMING HEALTH UNIT

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2021

14. **Economic dependence**

The continuation of this organization is dependent on funding received from the Ministry of Health and Long-Term Care, the Ministry of Children, Community and Social Services and the funding municipalities.

15. **Comparative information**

Certain amounts in the prior year financial statements have been restated for comparative purposes to conform with the presentation in the current year's financial statements.

16. **Schedule of tangible capital assets**

	Opening		Ending	Opening	Current	Ending	Net	Net
	Cost	Additions	Cost	Accumulated	Amortization	Accumulated	2021	2020
	<hr/>		<hr/>		<hr/>		<hr/>	
Furniture and equipment	\$ 970,895	\$ 14,214	\$ 985,109	\$ 878,441	\$ 33,092	\$ 911,533	\$ 73,576	\$ 92,454
Leasehold Improvements	560,770	-	560,770	557,085	3,685	560,770	-	3,685
	<hr/>		<hr/>		<hr/>		<hr/>	
	\$1,531,665	\$ 14,214	\$1,545,879	\$ 1,435,526	\$ 36,777	\$ 1,472,303	\$ 73,576	\$ 96,139
	<hr/>		<hr/>		<hr/>		<hr/>	

TIMISKAMING HEALTH UNIT

MANDATORY PROGRAMS

SCHEDULE OF OPERATIONS

FOR THE YEAR ENDED DECEMBER 31, 2021

	Actual 2021	Budget 2021	Actual 2020
REVENUES			
Province of Ontario	\$ 3,878,137	\$ 3,880,600	\$ 3,887,124
Province of Ontario – Mitigation	600,500	600,500	600,500
Municipalities	1,409,137	1,409,136	1,342,034
Offset revenue	42,630	80,000	81,289
Interest	2,848	-	9,126
Total revenues	5,933,252	5,970,236	5,920,073
EXPENDITURES			
Salaries and wages	2,380,986	3,694,564	3,441,965
Fringe benefits	782,628	927,033	834,815
Fees for service	458,937	469,542	473,039
Travel	29,167	63,562	33,594
Materials and supplies	321,967	276,016	281,943
Administrative	212,549	241,800	226,489
Rent and utilities	474,223	443,850	448,314
Amortization	36,777	-	37,963
	4,697,234	6,116,367	5,778,122
Allocated to other programs	(45,034)	(49,700)	(96,132)
Total expenditures	4,652,200	6,066,667	5,681,990
Annual surplus (deficit) before provincial settlement	1,281,052	(96,431)	238,083
Provincial settlement	-	-	382,962
Annual surplus (deficit)	\$ 1,281,052	\$ (96,431)	\$ (144,879)

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT

MANDATORY PROGRAMS

SCHEDULE OF EXPENDITURES

FOR THE YEAR ENDED DECEMBER 31, 2021

	Actual 2021	Budget 2021	Actual 2020
SALARIES AND WAGES			
Nursing	\$ 486,446	\$ 1,066,974	\$ 1,040,108
Administration	1,019,702	1,342,750	1,242,363
Inspection	221,280	395,575	316,533
Medical officer	24,795	24,699	24,890
Dental	69,470	110,324	134,585
Health promoter	293,356	481,838	403,156
Nutritionist	89,584	119,329	122,520
Tobacco enforcement officer	64,299	73,025	73,631
Epidemiologist	112,054	80,050	84,179
	\$ 2,380,986	\$ 3,694,564	\$ 3,441,965
FRINGE BENEFITS			
Pension	\$ 434,850	\$ 496,947	\$ 442,936
Employment insurance	36,759	59,584	50,994
EHT	46,845	74,905	67,545
WSIB	27,664	32,370	28,486
Group life and health guard	138,273	160,307	131,674
Long-term disability	72,116	102,920	81,028
Other	26,121	-	32,152
	\$ 782,628	\$ 927,033	\$ 834,815
FEES FOR SERVICE			
Legal and audit fees	\$ 34,147	\$ 47,250	\$ 31,716
Board fees	8,826	12,000	6,804
Consultants	411,665	408,292	430,684
Web fees	4,299	2,000	3,835
	\$ 458,937	\$ 469,542	\$ 473,039

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT

MANDATORY PROGRAMS

SCHEDULE OF EXPENDITURES (CONT'D)

FOR THE YEAR ENDED DECEMBER 31, 2021

	Actual 2021	Budget 2021	Actual 2020
TRAVEL			
Infectious diseases	\$ 5,161	\$ 17,509	\$ 9,680
Family health	2,674	16,245	5,251
Administration	6,018	8,750	6,990
Board	320	2,000	518
Chronic disease and injury prevention	11,227	11,801	9,644
Inspection	3,767	7,257	1,511
	\$ 29,167	\$ 63,562	\$ 33,594
MATERIALS AND SUPPLIES			
Family health	\$ 207,371	\$ 130,016	\$ 159,251
Infectious diseases	73,589	113,000	94,360
Chronic disease and injury prevention	29,686	28,500	24,898
Foundational standards	2,214	-	1,598
Inspection	9,107	4,500	1,836
	\$ 321,967	\$ 276,016	\$ 281,943
ADMINISTRATIVE			
Telephone	\$ 34,029	\$ 34,500	\$ 36,782
Office supplies	31,678	20,000	23,084
Professional development	6,504	30,750	12,506
Insurance	41,153	34,000	38,099
Equipment rental	23,149	19,000	19,990
Postage	4,745	4,000	3,474
Courier express	7,518	5,000	6,486
Advertising and promotion	29,497	60,750	50,354
Association fees	11,672	7,000	14,502
Website/database maintenance	13,064	14,000	12,862
Bank charges	2,796	2,800	2,720
Miscellaneous	6,744	10,000	5,630
	\$ 212,549	\$ 241,800	\$ 226,489

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT

MANDATORY PROGRAMS

SCHEDULE OF EXPENDITURES (CONT'D)

FOR THE YEAR ENDED DECEMBER 31, 2021

	Actual 2021	Budget 2021	Actual 2020
RENT AND UTILITIES			
NEW LISKEARD			
Rent	\$ 216,474	\$ 203,600	\$ 214,957
Utilities	48,836	44,000	38,301
Janitor and supplies	67,360	45,000	51,071
Office maintenance	5,252	5,000	3,909
	<u>337,922</u>	<u>297,600</u>	<u>308,238</u>
KIRKLAND LAKE			
Rent	79,943	85,000	81,827
Utilities	16,164	21,000	17,315
Janitor and supplies	23,779	22,800	22,983
Office maintenance	5,853	4,000	6,937
	<u>125,739</u>	<u>132,800</u>	<u>129,062</u>
ENGLEHART			
Rent	7,653	11,100	6,085
Utilities	-	-	106
Janitor and supplies	1,903	2,100	2,249
Office maintenance	1,006	250	2,574
	<u>10,562</u>	<u>13,450</u>	<u>11,014</u>
	<u>\$ 474,223</u>	<u>\$ 443,850</u>	<u>\$ 448,314</u>
ALLOCATED COSTS			
March year-end programs	\$ 3,545	\$ 8,215	\$ 33,691
Land Control Program	-	-	8,005
Other programs	41,489	41,485	54,436
	<u>\$ 45,034</u>	<u>\$ 49,700</u>	<u>\$ 96,132</u>

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT

MANDATORY PROGRAMS

SCHEDULE OF MUNICIPAL REVENUES

FOR THE YEAR ENDED DECEMBER 31, 2021

	2021	2020
Temiskaming Shores	\$ 477,121	\$ 454,401
Kirkland Lake	367,698	350,188
Englehart	68,968	65,684
Armstrong	51,998	49,522
Cobalt	53,540	50,991
Temagami	41,884	39,889
Larder Lake	36,684	34,937
McGarry	31,599	30,094
Coleman	30,284	28,842
Charlton/Dack	28,056	26,720
Harley	26,513	25,251
Harris	25,199	23,999
Evanturel	21,542	20,516
Hudson	21,885	20,843
James	19,256	18,339
Casey	19,942	18,992
Latchford	16,628	15,836
Kerns	14,685	13,986
Matachewan	15,485	14,748
Chamberlain	15,314	14,584
Hilliard	10,057	9,578
Gauthier	6,171	5,877
Brethour	4,971	4,734
Thornloe	3,657	3,483
	\$ 1,409,137	\$ 1,342,034

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT
NORTHERN FRUIT AND VEGETABLE PROGRAM
SCHEDULE OF OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2021

	Actual 2021	Budget 2021	Actual 2020
REVENUES			
Province of Ontario	\$ 51,100	\$ 51,100	\$ 51,100
EXPENDITURES			
Supplies and wages	12,560	13,350	10,680
Fringe benefits	3,540	3,019	2,642
Fees for service	-	-	33,576
Travel	200	200	663
Materials and supplies	31,568	31,568	-
Administrative	2,964	2,963	3,202
Total expenditures	50,832	51,100	50,763
Annual surplus before provincial settlement	268	-	337
Provincial settlement	268	-	337
Annual surplus	\$ -	\$ -	\$ -

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT
UNORGANIZED TERRITORIES PROGRAM
SCHEDULE OF OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2021

	Actual 2021	Budget 2021	Actual 2020
REVENUES			
Province of Ontario	\$ 114,800	\$ 114,800	\$ 114,800
EXPENDITURES			
Salaries and wages	40,434	75,391	70,485
Fringe benefits	14,829	18,603	16,747
Travel	1,686	5,013	1,073
Materials and supplies	1,935	975	-
Administrative	14,817	14,817	16,010
Total expenditures	73,701	114,799	104,315
Annual surplus before provincial settlement	41,099	1	10,485
Provincial settlement	-	-	10,485
Annual surplus	\$ 41,099	\$ 1	\$ -

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT

ONTARIO SENIORS DENTAL CARE PROGRAM

SCHEDULE OF OPERATIONS

FOR THE YEAR ENDED DECEMBER 31, 2021

	Actual 2021	Budget 2021	Actual 2020
REVENUES			
Province of Ontario	\$ 297,900	\$ 297,900	\$ 297,900
Province of Ontario – One-time	61,642	-	-
Offset revenue	2,439	-	1,460
Total revenues	<u>361,981</u>	<u>297,900</u>	<u>299,360</u>
EXPENDITURES			
Salaries and wages	105,013	128,064	137,727
Fringe benefits	37,787	34,291	42,566
Travel	740	2,500	2,519
Fees for service	190,617	98,337	130,045
Materials and supplies	3,470	4,000	5,114
Administrative	24,354	30,708	35,523
Total expenditures	<u>361,981</u>	<u>297,900</u>	<u>353,494</u>
Annual surplus (deficit)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (54,134)</u>

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT

COVID-19 INFECTION PREVENTION AND CONTROL HUB PROGRAM

SCHEDULE OF OPERATIONS

FOR THE YEAR ENDED DECEMBER 31, 2021

	Actual 2021	Budget 2021	Actual 2020
REVENUES			
Province of Ontario	\$ 141,761	\$ 150,000	\$ 28,884
EXPENDITURES			
Salaries and wages	111,772	-	28,884
Fringe benefits	19,025	-	-
Travel	305	-	-
Materials and supplies	2,474	-	-
Total expenditures	<u>133,576</u>	<u>-</u>	<u>28,884</u>
Annual surplus before provincial settlement	8,185	150,000	-
Provincial settlement	8,185	-	-
Annual surplus	<u>\$ -</u>	<u>\$ 150,000</u>	<u>\$ -</u>

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT

COVID-19 GENERAL AND EXTRAORDINARY COSTS PROGRAMS

SCHEDULE OF OPERATIONS

FOR THE YEAR ENDED DECEMBER 31, 2021

	Actual 2021	Budget 2021	Actual 2020
REVENUES			
Province of Ontario – One-time	\$ 352,000	\$ -	\$ 119,089
EXPENDITURES			
Salaries and wages	1,041,815	32,384	36,077
Fringe benefits	79,158	4,428	2,058
Travel	41	-	236
Materials and supplies	28,386	-	62,985
Administrative	3,452	-	17,733
Total expenditures	1,152,852	36,812	119,089
Annual surplus (deficit)	\$ (800,852)	\$ (36,812)	\$ -

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT

COVID-19 PUBLIC HEALTH CASE AND CONTACT MANAGEMENT SOLUTION PROGRAM

SCHEDULE OF OPERATIONS

FOR THE YEAR ENDED DECEMBER 31, 2021

	Actual 2021	Budget 2021	Actual 2020
REVENUES			
Province of Ontario – One-time	\$ 4,135	\$ 7,899	\$ 19,565
EXPENDITURES			
Fees for service	-	1,000	-
Travel	81	400	-
Materials and supplies	-	3,000	19,565
Total expenditures	<u>81</u>	<u>4,400</u>	<u>19,565</u>
Annual surplus before provincial settlement	4,054	3,499	-
Provincial settlement	<u>4,054</u>	<u>-</u>	<u>-</u>
Annual surplus	<u>\$ -</u>	<u>\$ 3,499</u>	<u>\$ -</u>

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT

COVID-19 SCHOOL-FOCUSED NURSES INITIATIVE PROGRAM

SCHEDULE OF OPERATIONS

FOR THE YEAR ENDED DECEMBER 31, 2021

	Actual 2021	Budget 2021	Actual 2020
REVENUES			
Province of Ontario – One-time	\$ 265,915	\$ 174,375	\$ 134,047
EXPENDITURES			
Salaries and wages	226,542	145,738	126,499
Fringe benefits	47,205	28,076	7,548
Total expenditures	<u>273,747</u>	<u>173,814</u>	<u>134,047</u>
Annual surplus (deficit)	\$ (7,832)	\$ 561	\$ -

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT

COVID-19 VACCINE PROGRAM

SCHEDULE OF OPERATIONS

FOR THE YEAR ENDED DECEMBER 31, 2021

	Actual 2021	Budget 2021	Actual 2020
REVENUES			
Province of Ontario – One-time	\$ 430,500	\$ -	\$ -
EXPENDITURES			
Salaries and wages	915,067	-	-
Fringe benefits	76,896	-	-
Fees for service	67,620	-	-
Travel	87,340	-	-
Materials and supplies	95,160	-	-
Administrative	31,211	-	-
Total expenditures	1,273,294	-	-
Annual surplus (deficit)	\$ (842,794)	\$ -	\$ -

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT
TEMPORARY PANDEMIC PAY INITIATIVE PROGRAM
SCHEDULE OF OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2021

	Actual 2021	Budget 2021	Actual 2020
REVENUES			
Province of Ontario – One-time	\$ -	\$ -	\$ 48,600
EXPENDITURES			
Salaries and wages	-	-	1,768
Fringe benefits	-	-	1,250
Total expenditures	-	-	3,018
Annual surplus before provincial settlement	-	-	45,582
Provincial settlement	-	-	45,582
Annual surplus	\$ -	\$ -	\$ -

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT

NEEDLE EXCHANGE / DRUG STRATEGY PROGRAM

SCHEDULE OF OPERATIONS

FOR THE YEAR ENDED DECEMBER 31, 2021

	Actual 2021	Budget 2021	Actual 2020
REVENUES			
Province of Ontario – One-time	\$ 39,000	\$ 29,250	\$ -
Public Health Canada	9,792	-	-
Total revenues	<u>48,792</u>	<u>29,250</u>	<u>-</u>
EXPENDITURES			
Salaries and wages	46,085	-	-
Fringe benefits	2,656	-	-
Materials and supplies	51	-	-
Total expenditures	<u>48,792</u>	<u>-</u>	<u>-</u>
Annual surplus	<u>\$ -</u>	<u>\$ 29,250</u>	<u>\$ -</u>

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT

ONTARIO SENIORS DENTAL CARE PROGRAM - CAPITAL

SCHEDULE OF OPERATIONS

FOR THE YEAR ENDED DECEMBER 31, 2021

	Actual 2021	Budget 2021	Actual 2020
REVENUES			
Province of Ontario – One-time	\$ 21,535	\$ 35,900	\$ 122,100
EXPENDITURES			
Fees for service	21,535	-	109,020
Annual surplus before provincial settlement	-	35,900	13,080
Provincial settlement	-	-	13,080
Annual surplus	\$ -	\$ 35,900	\$ -

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT

COVID-19 RELATED PROJECTS

SCHEDULE OF OPERATIONS

FOR THE YEAR ENDED DECEMBER 31, 2021

	Actual 2021	Budget 2021	Actual 2020
REVENUES			
Sundry	\$ 5,665	\$ -	\$ 11,678
EXPENDITURES			
Fees for service	-	-	350
Materials and supplies	5,665	-	11,561
Total expenditures	5,665	-	11,911
Annual surplus (deficit)	\$ -	\$ -	\$ (233)

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT
ONTARIO ACTIVE SCHOOL TRAVEL PROGRAM
SCHEDULE OF OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2021

	Actual 2021	Budget 2021	Actual 2020
REVENUES			
Sundry revenue	\$ 47,099	\$ 60,000	\$ 31,209
EXPENDITURES			
Salaries and wages	32,372	56,390	27,280
Fringe benefits	3,311	-	2,708
Fees for service	110	-	-
Travel	248	610	178
Materials and supplies	121	1,500	872
Administrative	10,937	1,500	171
Total expenditures	47,099	60,000	31,209
Annual surplus	\$ -	\$ -	\$ -

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT

TCSCPT STRATEGIC PLANNING

SCHEDULE OF OPERATIONS

FOR THE YEAR ENDED DECEMBER 31, 2021

	Actual 2021	Budget 2021	Actual 2020
REVENUES			
DTSSAB – One-time	\$ -	\$ -	\$ 20,000
EXPENDITURES			
Salaries and wages	-	-	19,782
Fringe benefits	-	-	1,984
Total expenditures	-	-	21,766
Annual surplus (deficit)	\$ -	\$ -	\$ (1,766)

The accompanying notes form an integral part of these financial statements.

TIMISKAMING HEALTH UNIT

DIGITAL DIVIDE PROGRAM

SCHEDULE OF OPERATIONS

FOR THE YEAR ENDED DECEMBER 31, 2021

	Actual 2021	Budget 2021	Actual 2020
REVENUES			
Sundry revenue	\$ 82,724	\$ -	\$ -
EXPENDITURES			
Salaries and wages	31,120	-	-
Fringe benefits	3,162	-	-
Materials and supplies	37,817	-	-
Total expenditures	72,099	-	-
Annual surplus	\$ 10,625	\$ -	\$ -

The accompanying notes form an integral part of these financial statements.

Temiskaming Shores Public Library Board

Meeting Minutes

Wednesday, May 18, 2022

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

1. Call to Order

Meeting called to order by Chair Brigid Wilkinson at 7:02 p.m.

2. Roll Call

Present: Chair Brigid Wilkinson, Claire Hendrikx, Sarah Bahm, Erica Burkett, Joyce Elson and Library CEO Rebecca Hunt in person. Danny Whalen and Emily Kotalowski via Zoom.

Regrets: Jeff Laferriere, Thomas McLean.

Members of the Public: 0

3. Adoption of the Agenda

Motion #2022-37

Moved by: Claire Hendrikx

Seconded by: Erica Burkett

Be it resolved that the Temiskaming Shores Public Library Board accepts the May 18, 2022 agenda as amended.

Carried.

Addition: 12. Closed Session

4. **Declaration of conflict of interest: None.**
5. **Adoption of the Minutes**

Motion #2022-38

Moved by: Sarah Bahm

Seconded by: Joyce Elson

Be it resolved that the Temiskaming Shores Public Library Board approves the minutes of the meeting held on Wednesday, April 27, 2022 as presented.

Carried.

6. **Business arising from Minutes:**
 - a. **Community Fridge:** The CEO gave a verbal update on the editing of the MOU for the Community Fridge project.
7. **Correspondence:**
 - a. None.
8. **Secretary–Treasurer’s Report**

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

Library CEO’s Report

May 11, 2022

Northern College partnership: I have been making weekly trips to Northern College to exchange books. So far traffic is fairly light at the College location, with 51 checkouts at the college in the month of April. Most of the checkouts were in Nonfiction; Fiction was

second and DVDs third, with a few junior items, magazines and a few French fiction books. Staff at Northern College had not yet started collecting statistics on visits, but will be able to provide that information for the month of May.

StoryWalk: The StoryWalk was a successful event—there seemed to be a fair amount of engagement on social media, with posts about the walk having a reach of over 1500 on FaceBook and Instagram combined, and over 50 likes and a dozen shares on those sites. The walk in Haileybury was vandalized on Saturday night, so I took it down on Sunday morning and took the one in New Liskeard down on Sunday evening. I believe we will be able to use most of the materials again in the future if we want to do it again, except for the broken stakes from the Haileybury walk.

Summer Programs: We have done a four square ad for the schools (attached to this report) and distributed the ad at ECCS and NLPS up to grade 8. So far the plans for summer programming include the following:

Introduction to Robotics: two sessions, one in July and one in August. Children will guide a Sphero robot through a maze they create and have races in teams.

Magic Show: Magician Peter Mennie will be bringing his family magic show to the library on Tuesday, July 19. We have had him in the past and he usually ties his show into books and the TD Summer Reading Program theme.

Morning at the Movies: Three sessions throughout the summer. We are showing children's movies that have PPR licensing from Criterion. Two will be in English and one will be in French.

Scientists in Situ: One session in August. This is an online virtual workshop called Science Meets Art. This program was quite successful last year—they send out a packet of materials in advance and the kids then log in to do the workshop.

Spring Preschool Storytime: Wednesdays from 10-10:30 until June 29

TD Summer Reading Club programs: Alternating Craft and STEAM (science, technology, engineering, arts and math) programs on Wednesdays from 10-11:30. The theme this year is Once Upon a Time, Myths and Legends.

TD Summer Reading Club Family Fun Program: Every second Saturday starting July 2, from 10-11:30.

Finances and Statistics

The Board reviewed the financial and statistical reports as provided by the CEO.

Motion #2022-39

Moved by: Danny Whalen

Seconded by: Claire Hendirkx

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

Carried.

9. Committee Reports:

- a. FINANCE AND PROPERTY: Nothing to report.
- b. PLANNING, POLICY, PERSONNEL AND PUBLICITY: Nothing to report.
- c. STRATEGIC PLANNING: Nothing to report.
- d. LIBRARY SERVICES: Nothing to report.

10. New Business:

- a. Joyce Elson brought up a visit she had made to Vancouver Public Library. There was a discussion on some of the social work aspects of the modern library environment.

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

- a. **Facilities Use Policy.** Motion.

Motion #2022-40

Moved by: Erica Burkett

Seconded by: Emily Kotalowski

Be it resolved that the Temiskaming Shores Public Library Board accepts the policy Facilities Use as reviewed and amended by the Board.

Carried.

b. Community Use of Meeting Rooms policy. Motion.

Motion #2022-41

Moved by: Claire Hendrikx

Seconded by: Emily Kotalowski

Be it resolved that the Temiskaming Shores Public Library Board accepts the Community Use of Meeting Rooms policy as reviewed and amended by the Board.

Carried.

c. Community Information policy. Motion.

Motion #2022-42

Moved by: Sarah Bahm

Seconded by: Erica Burkett

Be it resolved that the Temiskaming Shores Public Library Board accepts the Community Information policy as reviewed and amended by the Board.

Carried.

12. Closed session

Motion #2022-43

Moved by: Emily Kotalowski

Seconded by: Danny Whalen

Be it resolved that the Temiskaming Shores Public Library Board goes into closed session at 7:40 p.m. in regards to identifiable individuals.

Carried.

Motion #2022-44

Moved by: Joyce Elson

Seconded by: Claire Hendrikx

Be it resolved that the Temiskaming Shores Public Library Board rises from closed session at 7:53 p.m. with report.

Carried.

Motion #2022-45

Moved by: Claire Hendrikx

Seconded by: Joyce Elson

Be it resolved that the Temiskaming Shores Public Library Board accepts the closed session minutes of April 27, 2022.

Carried.

Motion #2022-46

Moved by: Claire Hendrikx

Seconded by: Emily Kotalowski

Be it resolved that the Temiskaming Shores Public Library Board accepts Report LIB-04-2022 and authorized the hiring of a summer employee to help cover staff vacations and help with summer programming, staying within the budget outlined in the report.

Carried.

13. Adjournment

Adjournment by Brigid Wilkinson at 7:54 p.m.

Chair –



MINUTES OF THE REGULAR MEETING OF THE BOARD

Held on Wednesday, May 18th, 2022, at 5:30 PM via Zoom Videoconference

- Present: Derek Mundle (Chair), Jesse Foley, Doug Jelly, Patrick Adams, Ian Macpherson, Clifford Fielder, Pat Kiely, Sharon Gadoury-East, Mark Stewart – CAO
- Staff: Corey Mackler – Information Technology Manager, Lyne Labelle – Housing Services Manager, Steve Cox – Housing Maintenance Supervisor, Louanna Lapointe- Ontario Works Manager, Kara McMillan – Human Resources Supervisor, Steven Beaton – Acting Chief of EMS, Michelle Caron – Communications and Executive Coordinator (Recorder)
- Absent: Airianna Leveille
- Guests: Darlene Wroe – The Speaker
-

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

1.0 Land Acknowledgment

2.0 Disclosure of Pecuniary Interest

Nil

3.0 Petitions and Delegations

Nil

4.0 Acceptance/Additions to Agenda

Resolution 2022-54

Moved by Clifford Fielder and seconded by Patrick Adams

THAT the agenda of the regular meeting of the Board held on May 18th, 2022, be accepted as presented.

Carried.

5.0 Adoption of Previous Minutes – April 27th, 2022, Regular Meeting of the Board

Resolution 2022-55

Moved by Sharon Gadoury-East and seconded by Doug Jelly

THAT the minutes of the regular meeting of the Board held on April 27th, 2022, be approved as presented.

Carried.

6.0 Business Arising from the Minutes

Nil

7.0 Correspondence

Resolution 2022-56

Moved by Ian Macpherson and seconded by Jesse Foley

THAT the Board receive the Correspondence as presented, for information.

Carried.

8.0 New Business

Resolution 2022-57

Moved by Patrick Adams and seconded by Ian Macpherson

That two Board members be approved to attend the NOSDA Annual General Meeting as voting members for the District of Timiskaming Social Services Administration Board that will be held virtually via Zoom on June 15, 2022, from 2:00 PM to 4:30 PM. We recommend the Board approve the attendance of the DTSSAB Board Chair and one other Board member to attend the AGM.

Carried.

Resolution 2022-58

Moved by Pat Kiely and seconded by Doug Jelly

THAT the Board award the Replacement of the Roof at 69 Sixth Englehart to Jibb Construction for a total of \$ 56,250.00 plus HST.

THAT the Board award the Replacement of the Roof at 37 Tenth Earlton to Belanger Construction for a total of \$ 55,800.00 plus HST.

THAT the Board award the Replacement of the Roof at 100 Market NL to Belanger Construction for a total of \$ \$ 68,500.00 plus HST.

Carried.

9.0 CAO Update

CAO, Mark Stewart, presented this item to the Board, for information.

10.0 In-Camera

Resolution 2022-59

Moved by Sharon Gadoury-East and seconded by Jesse Foley

THAT the Board move into in-camera session at 6:00 PM.

Carried.

11.0 Return to Regular Session

Resolution 2022-60

Moved by Sharon Gadoury-East and seconded by Jesse Foley

THAT the Board resolve to rise from the in-camera session and reconvene with the regular meeting of the Board without report at 6:26 PM.

Carried.

12.0 Adjournment/Next Meeting

Resolution 2022-61

Moved by Airianna Leveille and seconded by Doug Jelly

THAT the Board meeting be hereby adjourned at 6:27 PM

AND

THAT the next regular meeting of the Board be held on June 15th, 2022, or at the call of the Chair.

Carried.

Minutes signed as approved by the Board:



Derek Mundle, Chair

_June 16th, 2022

Date

Recorder: Michelle Caron

1. CALL TO ORDER

Meeting called to order at 2:35 P.M.

2. ROLL CALL

PRESENT:	Mayor Carman Kidd Matt Bahm, Director of Recreation Maria McLean, Public Appointee (virtually) Jamie Dabner, Public Appointee (via telephone) Kelly Conlin, Deputy Clerk (Committee Secretary) Abbigail Shillinglaw, Environmental & Sustainability Student Paul Cobb, Public Appointee
REGRETS:	Councillor Mike McArthur Chris Oslund, City Manager Councillor Jesse Foley

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

Recommendation CCC-2022-012

Moved by: Jamie Dabner, Public Appointee

Be it resolved that:

The Climate Change Committee agenda for the June 21, 2022 meeting be approved as printed.

CARRIED

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation CCC-2022-13

Moved by: Jamie Dabner

Be it resolved that:

The Climate Change Committee minutes for the May 17, 2022 meeting be approved as presented.

CARRIED

7. CORRESPONDENCE/PRESENTATIONS

None

8. UNFINISHED BUSINESS

a) Terms of Reference

Staff will receive the report and continue reviewing the terms of reference. Council will appoint members for this.

9. NEW BUSINESS

a) GHG Inventory Update

The PCP Milestone tool is used to calculate emissions. Staff are gathering data such as hydro bills, union gas bills, and fleet data to calculate. Currently, staff's data shows higher emissions than previous years'.

b) Climate Lens Update

The Clean air partnership tool is one example of a climate lens tool that the City can use. A report will be presented at the July 12 Council meeting. This tool will highlight which projects will emit greenhouse gasses. Staff will need to come up with a more sustainable approach if the tool shows that emissions will be high.

c) GHG Reduction Opportunities

The committee discussed that upcoming projects can be reviewed to assess whether they are environmentally friendly. For example, when ordering new fleet, electric options should be considered. Staff suggested using a cost vs. benefit approach.

d) NOHFC Intern Application – verbal report

Staff are in the process of applying to the Northern Ontario Heritage Fund for funding for a 52 week internship beginning in September. The internship would be 90% funded up to \$35,000 and is going to Council for final approval. Staff emphasized the importance of having someone assigned to climate change so that areas of improvement within the City can be identified.

10. MEETING SCHEDULE

- July 12, 2022 @ 2:30pm
- August 9, 2022 @ 2:30pm

11. ADJOURNMENT

Recommendation CCC-2022-014

Moved by: Jamie Dabner

Be it resolved that:

The Climate Change Committee meeting is adjourned at 3:37 p.m.

CARRIED

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

June 15, 2022 – 10:00 A.M.

In-Person- Dymond Hall

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

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

MINUTES

1. CALL TO ORDER

Meeting called to order at 10:05 A.M.

2. ROLL CALL

MEMBERS:

PRESENT:	Sherry Ward Walter Humeniuk Mayor Carman Kidd Nicki Duke (Chair) Josette Cote Councillor Mike McArthur Chris Oslund, City Manager Rebecca Kirkey, Deputy Clerk (Committee Secretary) Jennifer Pye, City Planner Mitch McCrank, Manager of Transportation Services Logan Belanger, Clerk
REGRETS:	Janice Labonte

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

Haileybury Fire Station
 Orientation with new council

4. DISCLOSURE OF CONFLICT OF INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

Moved by: Walter Humeniuk
Seconded by: Mayor Carman Kidd

Be it resolved that:
The agenda for the June 15, 2022 meeting be approved as printed.

CARRIED

6. APPROVAL OF PREVIOUS MINUTES

Moved by: Councillor Mike McArthur
Seconded by: Walter Humeniuk

Be it resolved that:
The minutes for the December 8, 2021 TSAAC meeting be approved as printed.

CARRIED

7. CORRESPONDENCE

a) Don Shepherdson Arena Accessibility Update

8. NEW BUSINESS

a) New Accessible Parking Space – Armstrong St (Dr. Baldovin)

Dr. Casey Baldovin has requested an accessible parking space be added to the street in front of her new building on Armstrong street. The committee suggested that the space should be located near entrance with no curb.

Moved by: Councillor Mike McArthur
Seconded by: Josette Cote

Be it resolved that:
The TSAAC Committee approves the request to add an accessible parking space at 40 Armstrong Street and recommends Council approve the amendment to the Traffic and Parking By-law.

CARRIED

b) Draft Election Accessibility Plan

The only revisions made to the election accessibility plan is the addition of electronic and telephone voting options. There was only 38% voter turnout last election and staff are hoping that numbers will improve with the option of electronic and telephone voting. In person voting will remain and the website will be accessible with many features incorporated.

Moved by: Mayor Carman Kidd
Seconded by: Walter Humeniuk

Be it resolved that:
The TSAAC Committee hereby endorses the Election Accessibility Plan as finalized to use for the 2022 municipal election.

CARRIED

c) Revisions to the Multi-Year Accessibility Plan

Staff requested the committee consider adding a procedure in the accessibility plan to indicate steps to follow in an emergency and how to properly communicate the emergency. Most municipalities have a service disruption procedure and suggest notifying the public in accessible ways.

Moved by: Walter Humeniuk
Seconded by: Councillor Mike McArthur

Be it resolved that:
The TSAAC Committee hereby supports the revisions to the Multi-year Accessibility Plan as presented.

CARRIED

d) Site Plan 333 Rorke Avenue (Former Haileybury Public School)

The work at 333 Rorke Avenue (formerly the Haileybury Public School) is progressing. There will be 49 apartment units in this building, 7 will be accessible, and 50 parking spaces, including 3 accessible spots. The accessible parking spaces are further away from the main entrance because of the slope of the land and will have an alternate entrance to the building.

Moved by: Mayor Carman Kidd
Seconded by: Josette Cote

Be it resolved that:

The TSAAC Committee hereby approves building plans at 333 Rorke Avenue and recommends proceeding with the next steps for the building to be completed.

CARRIED

e) Accessible Parking Space Tour (2 committee members)

Staff are in need of two committee members to tour Temiskaming Shores in search of parking spots that could be removed, added, or improved.

Moved by: Walter Humeniuk

Seconded by: Mayor Carman Kidd

Be it resolved that:

The TSAAC committee elects 2 committee members, Josette Cote and Nicki Duke to participate in the Accessible Parking Space Tour on June 29, 2022 at 8:30 a.m.

CARRIED

f) Sidewalk Bump outs

Downtown businesses are able to request sidewalk bump outs for patio seating for their establishments for the summer months. Staff agreed that these bump outs would not cause any accessibility issues if they are placed off the sidewalk.

Moved by: Councillor Mike McArthur

Seconded by: Walter Humeniuk

Be it resolved that:

The TSAAC committee recognizes that if a business requests a sidewalk bump out for the purpose of a patio, the portion extended from the sidewalk will be considered the patio and the sidewalk will remain unchanged.

CARRIED

g) Haileybury Fire Station

There was a lot donated to the City near the old Haileybury Mall and Marty's Auto. This lot will be used to build the new Haileybury Fire Station.

h) Orientation with New Council

Staff suggested it would be a good idea for the committee to conduct orientation with the new Council so that they can be better aware of various disabilities when navigating the City. One committee member should join staff on the disability orientation around Temiskaming Shores.

There was a lot donated to the City near the old Haileybury Mall and Marty's Auto. This lot will be used to build the new Haileybury Fire Station.

9. SCHEDULING OF MEETINGS

Moved by: Councillor Mike McArthur

Seconded by: Walter Humeniuk

Be it resolved that:

The next regular TSAAC meeting is to be held on Sept 21 at 10:00 a.m.

CARRIED

10. ITEMS FOR FUTURE MEETINGS

11. ADJOURNMENT

Moved by: Walter Humeniuk

Seconded by: Josette Cote

Be it resolved that:

TSAAC adjourns at 11:23 A.M

CARRIED

1. CALL TO ORDER

Meeting called to order at 12:05 P.M.

2. ROLL CALL

PRESENT:	<p>Councillor Jeff Laferriere (Chair) Mayor Carman Kidd Christopher Oslund, City Manager Mitch McCrank, Manager of Transportation Services Stephanie Leveille, Municipal Treasurer Matt Bahm, Recreation Director Abbigail Shillinglaw, Environmental & Sustainability Student Kelly Conlin, Deputy Clerk (Committee Secretary)</p>
REGRETS:	<p>Councillor Danny Whalen</p>

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- BIA Bump outs (7c)
- Internship (7 a)

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

Councillor Jeff Laferriere declaration of Conflict of Interest with item 8.b) Municipal Insurance RFP.

5. APPROVAL OF AGENDA

Recommendation CS-2022-037

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee agenda for the June 9, 2022 meeting be approved as printed.

CARRIED

6. CORRESPONDENCE/PRESENTATIONS

a) Climate Lens Presentation by Matt Bahm & Abbigail Shillinglaw

Climate Lens is a tool to assist in mitigating and adapting decision making within the municipality. A series of questions allow the users to access the impact of a project on the climate. Staff shared that the Clean Air Partnership Climate Lens is an example of one tool, which is online and free to use.

7. NEW BUSINESS

a) Internship Opportunity

Staff have been made aware of an internship opportunity, which would provide up to 90% funding through the Northern Ontario Heritage Fund.

Recommendation CS-2022-038

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee hereby recommends that Council support the submission of a funding application for an Internship as it relates to the Environmental & Sustainability position.

CARRIED

Abby and Matt left the meeting.

b) Municipal Insurance RFP – Results

Councillor Jeff Laferriere declared a Conflict of Interest on this matter as his son works for BrokerLink Insurance. Therefore, the Committee no longer had quorum and could not vote on this matter.

Due to the declaration, staff will be proceeding with a report to Council for consideration.

Meeting resumed with quorum for the remainder of agenda.

c) BIA Bump-outs (Patio)

There is currently one patio bump-out at Liv & Gracie's, which operates very well by using the bump out as the patio and leaving the sidewalk in its current state. Staff would like to see this scenario as the standard for any future bump-outs.

Recommendation CS-2022-039

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee hereby supports the recommendation to use the BIA bump out structures as a seating/patio area and leave the designated sidewalks as sidewalks for pedestrian traffic.

CARRIED

8. CLOSED SESSION

Recommendation CS-2022-039

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee convene into Closed Session at 12:45 p.m. to discuss the following matters:

- Under Section 239 (k) of the Municipal Act; a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board – Contract Negotiations

CARRIED

Recommendation CS-2022-040

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee rise without report at 1:00 p.m.

CARRIED

9. NEXT MEETING

The next Corporate Services Committee Meeting will be July 14 at 12:00 p.m.

10. ADJOURNMENT

Recommendation CS-2022-041

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee meeting is adjourned at 1:01 p.m.

CARRIED

1. CALL TO ORDER

Meeting called to order at 11:03 a.m.

2. ROLL CALL

PRESENT:	Mayor Carman Kidd (Chair) Councillor Doug Jelly Councillor Mike McArthur Christopher Oslund, City Manager Shelly Zubycck, Director of Corporate Services Steve Langford, Fire Chief Kelly Conlin, Deputy Clerk (Committee Secretary) Matt Bahm, Director of Recreation Abbigail Shillinglaw, Environmental & Sustainability Student
REGRETS:	

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

Mayor Kidd declared conflict on item 8b) Animal Control Contract

5. APPROVAL OF AGENDA

Recommendation PPP-2022-016

Moved by: Doug Jelly

Be it resolved that:

The Protection to Persons and Property Committee agenda for the June 9, 2022 meeting be approved as printed.

CARRIED

6. PRESENTATIONS/CORRESPONDENCE

a) Climate Lens Presentation by Matt Bahm & Abbigail Shillinglaw

Climate Lens is a tool to assist in mitigating and adapting decision making within the municipality. A series of questions allow the users to assess the impact of a project on the climate. Staff shared that the Clean Air Partnership Climate Lens is an example of one tool, which is online and free to use.

Abby and Matt left the meeting.

7. NEW BUSINESS

a) Fire Activity Report

Staff reviewed the Year to date calls for all three volunteer stations and the loss dollar value to date. Staff have also been busy with inspections and school visits/presentations.

The new Fire Rescue has arrived for Station 2 and the former rescue is going to be acquired by the Township of Coleman for their use.

b) Animal Control Contract

Recommendation PPP-2022-017

Moved by: Doug Jelly

Be it resolved that:

The Protection to Persons and Property Committee assigns the position of Chair to Councillor Mike McArthur for the purpose of discussion on section 8 b)

CARRIED

Mayor Kidd declared a Conflict of Interest on this matter and did not participate in the discussion or voting as his son has submitted a proposal for consideration

Mayor Kidd left the meeting.

Staff summarized the information provided by the two bidders during the interview process and reviewed items taken into consideration in the overall scoring of each proposal.

Recommendation PPP-2022-018

Moved by: Councillor Doug Jelly

Be it resolved that:

The Protection to Persons and Property Committee hereby recommends that Council consider entering into an agreement with South Temiskaming Animal Control for the purpose of providing Animal Control and Pound Services for the City.

CARRIED

8. NEXT MEETING

The next Protection to Persons and Property Committee meeting is scheduled for July 14, 2022 at 1:00 p.m.

9. ADJOURNMENT

Recommendation PPP-2022-019

Moved by: Councillor Doug Jelly

Be it resolved that:

The Protection to Persons and Property Committee meeting is adjourned at 11:44 p.m.

CARRIED

1. CALL TO ORDER

The meeting was called to order at 9:02 a.m.

2. ROLL CALL

PRESENT:	Councillor Doug Jelly (Chair) Mayor Carman Kidd Councillor Danny Whalen Chris Oslund, City Manager Steve Burnett, Manager of Environmental Services Mitch McCrank, Manager of Transportation Services Jamie Sheppard, Transportation Superintendent Darrell Phaneuf, Environmental Superintendent Kelly Conlin, Deputy Clerk (Committee Secretary)
REGRETS:	

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

Addition of Correspondence Item b) Haileybury Dental Summer Sizzler

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

Recommendation PW-2022-034

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee agenda for the June 9, 2022 meeting be approved as printed.

CARRIED

6. PRESENTATIONS/CORRESPONDENCE (INTERNAL/EXTERNAL)

a) Letter – Road safety and data sharing

Mitch is beginning to receive data from the three speed signs located throughout the City. Once a sufficient amount of data is received, staff can put together a summary to share with the Committee and Road Safety Coalition.

b) Haileybury Dental – Summer Sizzler Event

Staff made the Committee aware of the upcoming Haileybury Summer Sizzler event. This event includes a road closure, which has been approved and use of the Harbourfront facility.

7. UNFINISHED BUSINESS

a) Potential Sale of Land – Bay Street

No further update.

b) ICI Water Meter Installation – Update

80 out of 450 water meters have been installed to date by Neptune. On going.

c) Household Hazardous Waste Collection Event

The collection event took place last Saturday. Numbers were down since previous years, but still a good turnout.

d) ONR - Radley Hill Rail Crossing Project

An updated construction proposal has been received from Pedersen, Miller Paving, and EXP with a revised cost. The revision of completing only the west portion of the railway tracks is now estimated at \$652,000.

e) 2022 Roads Program Update

The 2022 Roads Program is well underway. Frost is being dug out on sections Golf Course Road and paving is currently underway on Drive-in Theatre Road/Crystal Crescent. The next phase of roadwork for Rorke to be completed is Lakeview and Morissette Street, following required curb work.

8. NEW BUSINESS

a) Emergency Sewer repair – Cherry Road

An emergency sewer repair was required on Cherry Road. Total estimated cost is \$60,000.

b) Transportation Master Plan

Comparing the Active Transportation Plan and the community will be helpful in reviewing items to create the Transportation Master plan. Staff will begin preparing the Request for Proposal for this service.

c) Temporary Road Closures for Events (Policy and Fee)

Currently, the City does not have a policy on Temporary Road Closure for Events. Staff will work towards developing this policy as most municipalities have one in place. The policy will outline requirements, types of events permitted and associated fees.

Recommendation PW-2022-035

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee hereby supports the development of a Temporary Road Closure Policy and Fee; and further recommend that this policy be forwarded to Council for their consideration.

CARRIED

d) Public Works Update

Road sweeping is almost complete and line painting has begun. The asphalt marking has also started and hydrant flushing program is also underway.

Staff wanted to make the committee aware of issues with Ontario One Call in receiving requests for locates. Staff discussed contacting John Vanthof on this issue.

9. CLOSED SESSION

None

10. NEXT MEETING

The next meeting for the Public Works Committee will be held on July 14, 2022 starting at 9:00 AM.

11. ADJOURNMENT

Recommendation PW-2022-036

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee meeting is adjourned at 9:57 a.m.

CARRIED

1. CALL TO ORDER

Meeting called to order at 6:26 P.M.

PRESENT:	Councillor Mike McArthur (Chair) Matt Bahm, Director of Recreation Paul Allair, Manager of Parks & Facilities Jeff Thompson, Manager of Programming Richard Beauchamp, Public Appointee Chuck Durrant, Public Appointee Robert Ritchie, Public Appointee Rebecca Kirkey, Deputy Clerk (Committee Secretary) Danny Lavigne, Public Appointee Hugo Rivet (Presentation only)
REGRETS:	Simone Holzamer, Public Appointee Mayor Carman Kidd Councillor Jesse Foley Chris Oslund, City Manager

2. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

3. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

4. APPROVAL OF AGENDA

Recommendation RS-2022-022

Moved by: Danny Lavigne, Public Appointee_

Be it resolved that:

The Recreation Committee agenda for the June 13, 2022 meeting be approved as printed.

CARRIED

5. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation RS-2022-023

Moved by: Richard Beauchamp, Public Appointee

Be it resolved that:

The Recreation Committee minutes of the May 16, 2022 meeting be approved as presented.

CARRIED

6. CORRESPONDENCE/PRESENTATIONS

a) Road Safety and Data Sharing Letter – referred from the June 7/22 Council meeting

Staff shared data and a report for the Active Transportation project. Pedestrians were manually counted from devices for the month of May and compared between 2 sites: the STATO trail and Haileybury. Staff are working with Public Works for a traffic analysis to gather the volume of traffic in the City, specifically on Rorke Avenue. This area may be changed to two lanes and adding in an active travel lane.

7. UNFINISHED BUSINESS

None

8. NEW BUSINESS

a) Facility Waiver Request – Northdale Manor (2 requests)

Northdale Manor has two events coming up on September 29 and November 3. They have requested the \$240 rental fee to be waived. It is about 2.5 hours of cleanup after the event. The committee normally agrees to offer one waived fee and charge thereafter.

Recommendation RS-2022-024

Moved by: Richard Beauchamp, Public Appointee

Be it resolved that:

The Recreation Committee hereby recommends that the fee for Northdale Manor's first event be waived, but that they pay the rental fee for their second event.

CARRIED

b) Facility Waiver Request – Haileybury Dental – Summer Sizzler

Haileybury Dental organizes a successful summer sizzler each year and this year they have requested that their \$150 fee be waived.

Recommendation RS-2022-025

Moved by: Robert Ritchie, Public Appointee

Be it resolved that:

The Recreation Committee hereby recommends that the fee for Haileybury Dental's Summer Sizzler, in the amount of \$150 be waived.

CARRIED

c) Programming Update (Verbal)

June was Bike month and staff have visited schools to share bike safety and hosted a bike exchange with 120 bikes within the community. Baseball began on May 24 with a very good turnout. Aunt Flow dispensers have been installed at the Pool Fitness Centre, offering 100% organic cotton pads and tampons free of charge. The basketball court has been painted and nets are up. The Happy Heart Program begins in September. Swimming lessons registration will be June 14 and there will be 5 classes offered. Staff will be preparing the Haileybury Beach for summer operation with the slide.

d) Parks and Facilities Update (Verbal)

Soccer has started and is popular this year. Beach cleanup has begun in New Liskeard, but there has been some mechanical issues. There is a possibility that four extensions will be added to the Haileybury Marina and work is currently being done on the docks. The chain link fence at Shaver Park and the dog park will be completed this summer. Summer hours will be reduced at the Pool Fitness Centre so that the lifeguards can attend Haileybury Beach.

e) Directors Update (Verbal)

Demolition has started on the floor at the Don Shepherdson Arena and progress is being made. This project should be completed by the end of August. The new basketball courts will be dedicated to Melanie Ethier. This project was completely covered by donations. The Lions tennis courts are complete and there are many new people out using them. There is a hope to install a new accessible playground at the Farr Park location. This park would have a hard rubber surface, making it easier to walk on. There have been delays with the Rotary Splashpad and issues with contractors starting. The Dog Park at Shaver Park should be open soon.

f) North On Tap Subsidy

The City donates \$14, 732.45 to the North On Tap Beer Festival. The biggest cost is staff time and overtime to run the event.

9. NEXT MEETING

The next Recreation Committee Meetings will be scheduled as follows:

- August 8, 2022 – City Hall, Haileybury Boardroom

10. ADJOURNMENT

Recommendation RS-2022-026

Moved by: Danny Lavigne

Be it resolved that:

The Recreation Committee meeting is adjourned at 7:21 p.m.

CARRIED

1. CALL TO ORDER

The meeting was called to order at 12:57 p.m.

2. ROLL CALL

PRESENT:	Councillor Doug Jelly (Chair) Mayor Carman Kidd Councillor Danny Whalen Chris Oslund, City Manager Steve Burnett, Manager of Environmental Services Rebecca Kirkey, Deputy Clerk (Committee Secretary)
REGRETS:	

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

Item 7 b) Transition period

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

Recommendation BBT-2022-006

Moved by: Councillor Danny Whalen

Be it resolved that:

The Blue Box Transition Committee agenda for the June 21, 2022 meeting be approved as printed.

CARRIED

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation BBT-2022-007

Moved by: Mayor Carman Kidd

Be it resolved that:

The Blue Box Transition Committee minutes for the January 26, 2022 meeting be approved as printed.

CARRIED

7. NEW BUSINESS

a) Update & Discussion of the Program

In Spring of 2021 the Blue Box Regulation passed. Provider organizations agreed to collaborate as one during the Blue Box Program. Most paper packaging companies have signed up for this initiative. The municipality will be charged a penalty for contamination rates. Staff noted that normally contamination rates are lower in separate recyclables instead of single stream recycling, which is the method the City uses now. Staff will provide Council with a verbal update on July 12th.

b) Transition Period

The transition period is expected to take place between 2023 and 2025. The City's automated cart system will stay in place for now.

Recommendation PW-2022-008

Moved by: Mayor Carman Kidd

Be it resolved that:

The Blue Box Transition Committee hereby recommends that Council consider not entering into an agreement with a Producer Responsible Organization to provide recycling collection services during and beyond the Blue Box Transition period.

CARRIED

8. ADJOURNMENT

Recommendation PW-2022-009

Moved by: Mayor Carman Kidd

Be it resolved that:

The Blue Box Committee meeting is adjourned at 1:32 p.m.

CARRIED

Subject: Animal Control and Pound Services Contract **Report No.:** CS-024-2022

Agenda Date: June 21, 2022

Attachments

Appendix 01: CS-RFP-003-2022 – Proposal Evaluation

Appendix 02: Draft By-law (**Please refer to By-law No. 2022-111**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-024-2022; and
2. That Council for the City of Temiskaming Shores directs staff to prepare the necessary By-law to enter into a three (3) year agreement with Mr. Michael Kidd - Kidd Crest Farms Inc., operating as South Temiskaming Animal Control Services in the amount of \$78,740 annually plus applicable taxes, for consideration at the June 21, 2022 Regular Council Meeting.

Background

On June 30, 2022, the current contract for Animal Control and Pound Services will expire. On April 19th, 2022 Council directed staff to release CS-RFP-003-2022 with a closing date of May 26th, 2022. Included in the RFP were services for Englehart and Hudson, Harley, Kerns and Casey.

Analysis

Two (2) submissions were received in response to CS-RFP-003-2022. The submissions were provided to the other municipalities for their individual evaluation. Separate contracts will be entered into in order for each municipality to appraise performance and keep invoicing and financials separate.

The evaluation committee consisting of the City Manger, the Director of Corporate Services and Councillor McArthur met with the individuals who submitted proposals on June 7, 2022. A number of interview questions were asked relating to animal control and pound services.

The two (2) proposals were evaluated by staff based on the Proposal Evaluation contained in the RFP which is attached as Appendix 1. The interviews were also evaluated.

On June 9th, 2022, the Protection to Persons and Property Committee met and discussed Animal Control and Pound Services.

Proposal	Price Scoring	Service Scoring	Total	Price
Animals First	400	352.5	752.5	\$93,167/year
Kid Crest Farm	500	402.5	902.5	\$88,340/year

After careful consideration, the PPP Committee is recommending Mr. Michael Kidd operating as South Temiskaming Animal Control Services as the successful bidder for Animal Control and Pound Services based on the services proposed.

Mayor Kidd declared a Conflict of Interest on this matter and did not participate in the discussion or voting as his son submitted a proposal for consideration.

Recommendation PPP-2022-017
 Moved by: Councillor Doug Jell

*Be it resolved that:
 The Protection to Persons and Property Committee hereby recommends that Council consider entering into an agreement with South Temiskaming Animal Control for the purpose of providing Animal Control and Pound Services for the City.*

Carried

The start date for the new contract will be August 1st, 2022 for a period of three (3) years, with an option for a two (2) year renewal based on performance and agreeable renewal terms.

Notice will be provided to the current contractor (Animals First) with a contract end date of July 31, 2022.

The proposed location of the pound is Kid Crest Farms on Highway 65W. The proposed space will be renovated at the expense of the contractor to include a separate space for dogs and cats. Sufficient and safe pound operations will be put in place at the proposed

location during the renovation process. Mr. Kidd has already contacted the inspector and the pound will be inspected as per legislation.

Attached as Appendix 2 is the draft agreement with Mr. Kidd.

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 cost of Animal Control and Pound Services for the City of Temiskaming Shores would be \$78,740 per year plus applicable taxes. The City currently pays \$72,758. The 2022 budget will be over by \$2,493.

Alternatives

No alternatives were considered in the preparation of this report.

Submission

Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by" _____

"Original signed by" _____

Shelly Zubyck
 Director of Corporate Services

Christopher W. Oslund
 City Manager

Appendix A: CS-RFP-003-2022 Proposal Evaluation

CITY PROPOSAL EVALUATION CRITERIA			MAXIMUM TOTAL POINTS
	WEIGHT	POINTS	
Qualifications and Expertise			
Possession or ability to possess minimum qualifications	10	____10	_____(100)
Knowledge of applicable legislation/Provincial Offences	10	____10	_____(100)
Communication skills	5	____10	_____(50)
25%			
Ability to Meet Specifications and Quality Workmanship			
Completeness, accuracy and overall presentation	10	____10	_____(100)
Quality of vehicle and pound services proposed	10	____10	_____(100)
Ability to provide hours of operation coverage requested	5	____10	_____(50)
25%			
Estimated Fees and Disbursements			
Cost estimates are evaluated for completeness and lowest is scored 10 points, next 8 points, etc. If more than 5 proposals, then only 5 lowest Bids are to receive points, and the remaining higher Bids will be given 0.25 points. Prices within a small differential will be scored as equal.	50	____10	_____(500)
50%			

Memo

To: Mayor and Council
From: Jennifer Pye, Planner
Date: June 28, 2022
Subject: Rogers Tower Concurrence Extension Request
Attachments: Appendix 01: 2019 Notice Package
Appendix 02: Site Layout Design

Mayor and Council:

In 2019, Landsquared approached the City on behalf of Rogers Communications Inc. requesting Council's concurrence for the location and installation of a 70m (230') telecommunication tower on the property 137428 Peters Road. The exact location of the proposed tower is shown in Appendix 01. Earlier this year the Clerk was contacted by Rogers Communications Inc. indicating that concurrence resolutions expire after three years and seeking an updated concurrence letter, as construction of the tower is expected to occur before the end of the year.

The initial consultation for the construction of the tower took place in 2019 in accordance with the procedures required by Innovation, Science and Economic Development Canada (ISED, formerly Industry Canada). Given the number of property transactions that have occurred over the last three years staff felt that it would be in the best interest of the community for the consultation to be undertaken again if any of the properties within the required circulation distance had changed hands since the initial consultation. Rogers confirmed that none of these properties have changed hands since 2019 and therefore staff are satisfied that further consultation is not required. A map showing the location of the tower and the required circulation distance is attached as Appendix 02. No submissions were received through the public consultation process required for the 2019 submission.

Telecommunication facilities such as the one proposed are federally licensed and are not subject to local Official Plan and Zoning policies, however it is still important to review existing uses and the City's land use policies for the proposed facility and surrounding properties prior to Council agreeing to provide a letter of concurrence for a proposed facility. A thorough review of local policies was undertaken through the initial submission and the City's Official Plan policies and Zoning provisions have not changed in the interim.

Based on the above information it is recommended that Council pass a resolution updating Council's concurrence for the proposed telecommunication tower for Rogers Communications Inc. which is to be located on the property at 137428 Peters Road.

Prepared by:

“Original signed by”

Jennifer Pye, MCIP,
RPP
Planner

Reviewed by:

“Original signed by”

Shelly Zubyck
Director of Corporate
Services

Reviewed and submitted for
Council’s consideration by:

“Original signed by”

Christopher W. Oslund
City Manager

Notice Package
Proposed LandSquared on Behalf of Rogers Wireless Radiocommunication Tower
***No municipal Address* Across from 221 St. Joseph Crt, Temiskaming Shores, ON**
(47.535694, -79.662361)
File Number: C8008

In response to significant rising demand for wireless voice and data services in the northeast area of Temiskaming Shores, LandSquared is proposing to construct a new installation to facilitate colocation for all radio-communication carriers.

What is being proposed?

A 70-metre self-support tower as shown in the rendering provided in the photograph adjacent hereto. The base of the tower and its associated equipment will be a fenced in and not accessible to the public, to ensure the safety of all residents.



Rendering of the proposed tower.

Where is it being proposed?

The tower structure with its equipment at its base are being proposed on the property across 221 St. Joseph Crt, Temiskaming Shores, Ontario, at the following geographical co-ordinates (47.535694, -79.662361).

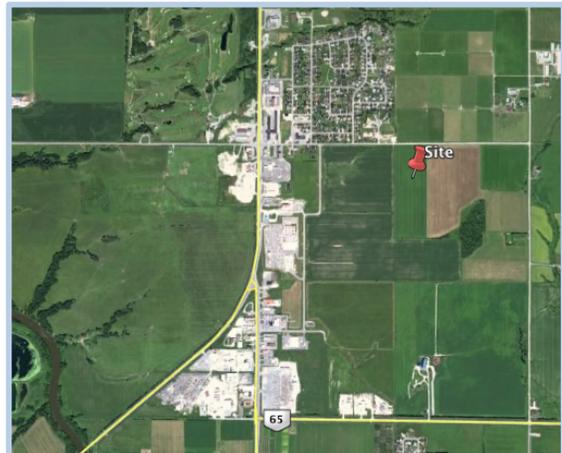
Why is this installation needed?

There is an increased need and reliance for optimal to near flawless wireless radio-communication coverage to assist with current capacity issues in the northeast corridor of Temiskaming Shores in Ontario. Due to increased personal device use in and around the Temiskaming Shores, there is a greater need for coverage in the community surrounding the proposed tower location. The proposed new installation will significantly enhance current service with a growing customer base, as the current antenna setup is reaching capacity, and not addressing the town's cellular voice and data needs. There is no radio-communication installation near the proposed LandSquared tower, and as a result, there is limited wireless coverage in the area and slow data transmission. The proposed LandSquared tower will allow for the co-location of all carriers to help improve voice and data coverage.

The public is welcome to request additional information or provide written comments to:

Leticia Avanse, Municipal Affairs Manager
LandSquared
10 Four Seasons Place, Suite 1056, Etobicoke ON M9B 0A6
(647) 241-2788
leticia@landsquared.com

The public commenting period begins on April 22, 2019 and closes **May 24, 2019**. Please reference **C8008** in your correspondence.



Municipal Contact Information

City of Temiskaming Shores, Planning
Jennifer Pye, MCIP, RPP
705-672-3363 ext. 4105
jpye@temiskamingshores.ca

Innovation, Science and Economic Development Canada

Innovation, Science and Economic Development Canada (ISED) is the governing body for installations of this type and can be contacted at:

ISED – Eastern and Northern Ontario District
2 Queen Street East, Sault Ste. Marie, Ontario P6A 1Y3
ic.spectrumnod.spectredeno.ic@canada.ca
General information on wireless infrastructure: <http://www.ic.gc.ca/towers>

Local Land Use Requirements

Radio-Communication tower/antenna system are exclusively regulated by Federal legislation under the Radio-Communication Act CPC-2-0-03 administered by ISED. Therefore, Provincial legislation such as Planning Act, including zoning by-laws, do not apply to these facilities. It is important to understand that ISED mandates proponents follow the City of Temiskaming Shores Radio-communication guidelines and will make a decision on the feasibility of the construction of a tower.

Health Canada's Safety Code 6 Compliance

Health Canada's role is to protect the health of Canadians and the Department has undertaken responsibility in researching and investigating any possible health effects associated with exposure to electromagnetic energy. Health Canada has developed guidelines for safe human exposure to RF energy, which is commonly known as Safety Code 6.

LandSquared attests that the radio antenna system described in this notification package will comply with Health Canada's Safety Code 6 limits, as may be amended from time to time, for the protection of the general public including any combined effects of additional carrier co-locations and nearby installations within the local radio environment.

For more information on Safety Code 6, please visit the following Health Canada site: www.healthcanada.gc.ca.

Engineering Practices

LandSquared attests that the radio antenna system as proposed for this site will be constructed in compliance with the Canadian Standard Association and comply with good engineering practices including structural adequacy.

Canadian Environmental Assessment Act

LandSquared attests that the radio antenna system described in this notification package is excluded from environmental assessment under the *Canadian Environmental Assessment Act, 2012* (CEAA 2012), as the antenna system is exempt from review.

Transport Canada's Aeronautical Obstruction Marking Requirements

LandSquared attests that the radio antenna system described in this notification package will comply with Transport Canada / NAV Canada aeronautical safety requirements. When Transport Canada / NAV Canada have determined if any aeronautical safety features are required for the installation, such information will be made available for public review.

Public Disclosure of Comments

Submissions received shall form part of ISED's Public Consultation Process under the Spectrum Management and Radiocommunications Client Procedures Circular CPC-2-0-03, Issue 5, and may be made public as part of a report issued to interested parties, the Municipality and ISED.

SKETCH SHOWING LEASE AREA

PART OF LOT 10
 CONCESSION 3
 (GEOGRAPHIC TOWNSHIP OF DYMOND)
 CITY OF TEMISKAMING SHORES
 DISTRICT OF TIMISKAMING

SCALE 1 : 3000



J.D. BARNES LIMITED
 ONTARIO LAND SURVEYORS
 © COPYRIGHT 2019

METRIC

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

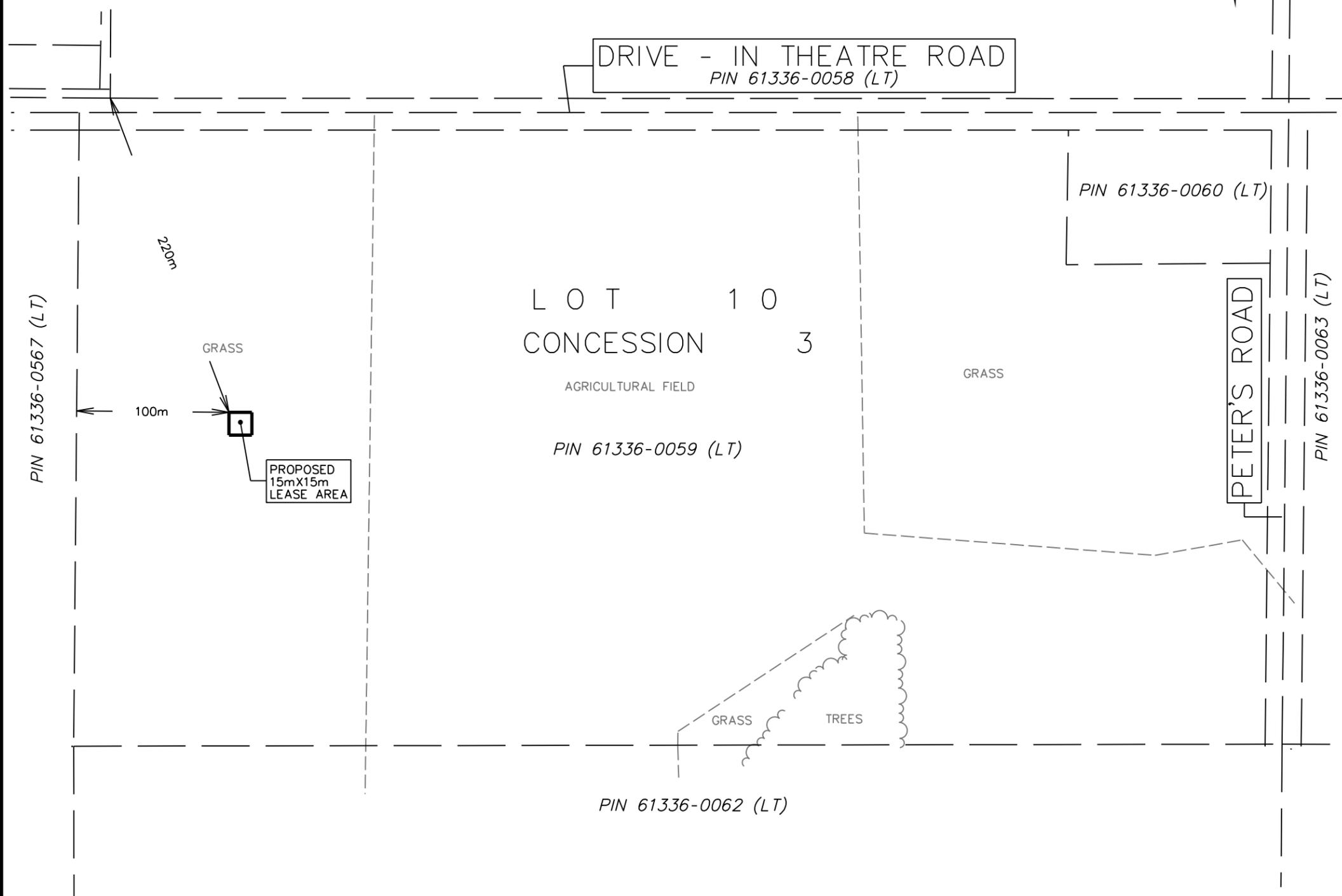
PROPOSED STRUCTURES
 70m SELF-SUPPORT TOWER
 15mX15m COMPOUND

CAUTION

BOUNDARY INFORMATION HAS BEEN COMPILED FROM AVAILABLE RECORDS AND HAS NOT BEEN VERIFIED BY FIELD SURVEY.

THIS IS NOT A PLAN OF SURVEY AND SHALL NOT BE USED EXCEPT FOR THE PURPOSE INDICATED IN THE TITLE BLOCK.

HYDRO CONNECTION AND ROUTING TO BE DETERMINED BY QUALIFIED PERSONNEL IN CONSULTATION WITH LOCAL AUTHORITY.



	LATITUDE	N 47° 32' 08.5"
	LONGITUDE	W 79° 39' 44.5"

SITE: C8008 NEW LISKEARD PLAZA

	J.D. BARNES LIMITED SURVEYING MAPPING GIS LAND INFORMATION SPECIALISTS 4800 DUFFERIN STREET, ENTRANCE "G", DOWNSVIEW, ON M3H 5S8 T: (416) 661-1463 F: (416) 661-1249 www.jdbarnes.com	TL	DRAWN
		GM	CHECKED
		DATED: MAR. 21, 2019	
		Ref. No. 19-15-042-00	

G:\Surveys\19-15-042\00\Drawing\19-15-042-00.dgn
 PLOTTED 2019-03-28

SITE LAYOUT DESIGN OF PROPOSED TELECOM TOWER INSTALLATION AT

NO MUNICIPAL ADDRESS
ACROSS THE STREET FROM 221 ST JOSEPHS CRT

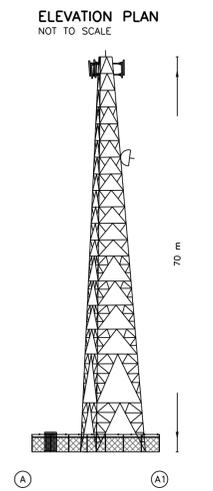
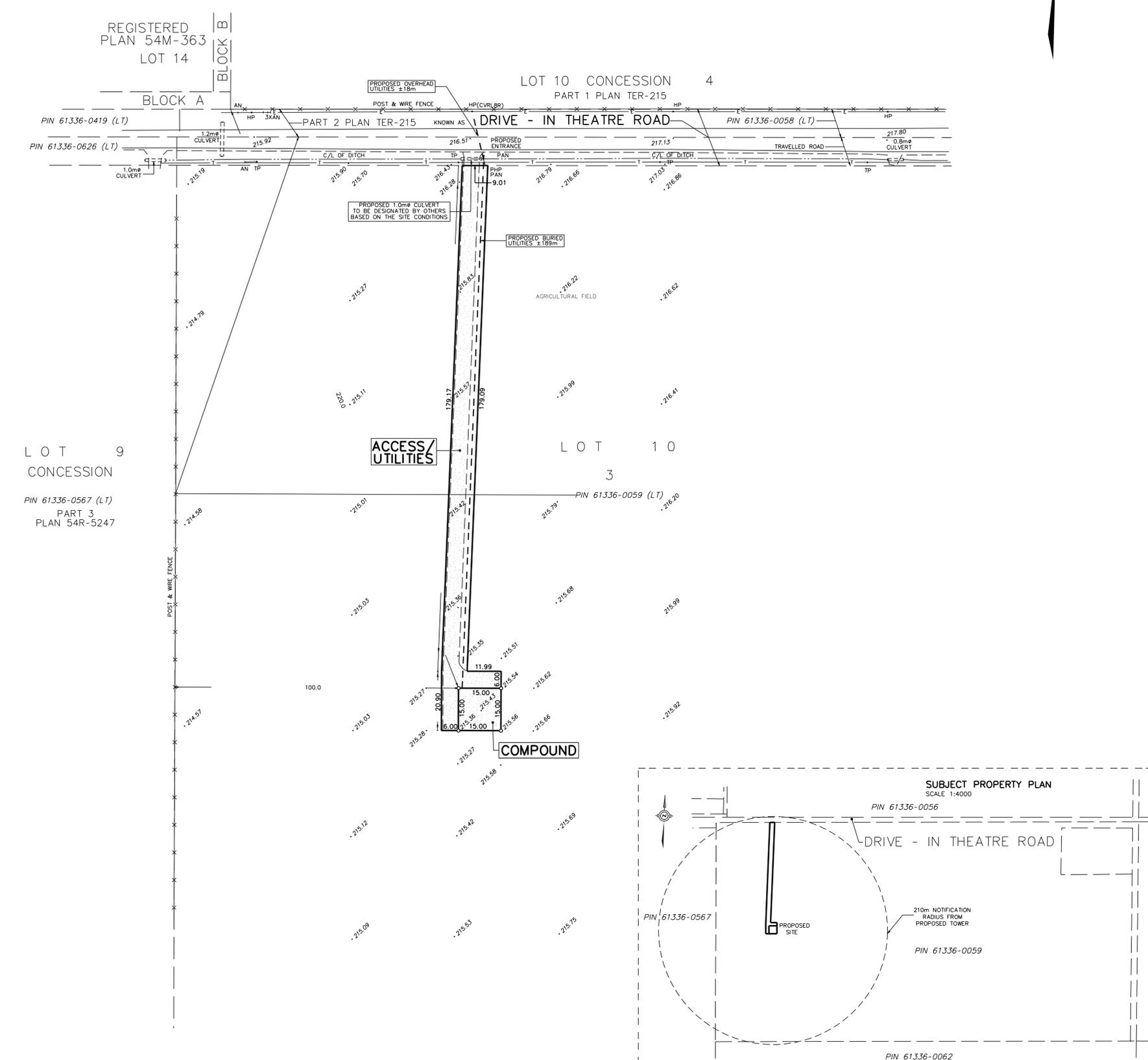
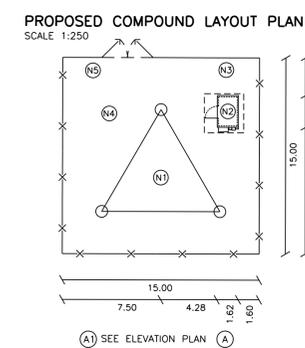
PART OF LOT 10
CONCESSION 3
(GEOGRAPHIC TOWNSHIP OF DYMOND)
CITY OF TEMISKAMING SHORES
DISTRICT OF TEMISKAMING

SCALE 1 : 750
0 10 20 30 40 50 metres

J.D. BARNES LIMITED
ONTARIO LAND SURVEYORS
© COPYRIGHT 2019

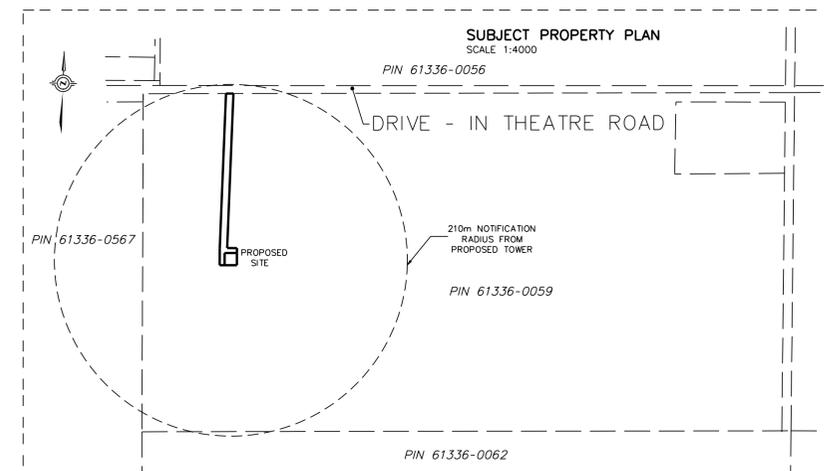
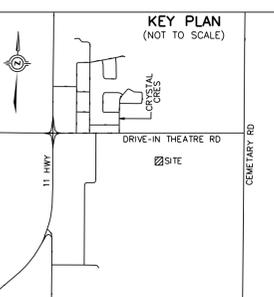


- NOTES**
- (N1) PROPOSED STEEL SELF SUPPORT TOWER WITH LIGHTNING PROTECTION SYSTEM. PAINT COLOUR SUBJECT TO NAV CANADA REQUIREMENTS. ANTENNA NUMBER AND LOCATIONS TO BE DETERMINED. FOUNDATION DESIGN PENDING SOIL REPORT.
 - (N2) PROPOSED PREFABRICATED GALVANIZED STEEL WALK-IN RADIO EQUIPMENT CABINET (1.62x2.44m), ON CONCRETE PAD. FOUNDATION DESIGN PENDING SOIL REPORT.
 - (N3) UTILITY CONNECTION AND ROUTING TO BE DETERMINED BY QUALIFIED PERSONNEL IN CONSULTATION WITH LOCAL AUTHORITY.
 - (N4) REMOVE EXISTING TOPSOIL. PROOF ROLL SUBGRADE AND PLACE 300 mm GRANULAR A ACROSS COMPOUND AREA. FINISHED GRAVEL SURFACE TO BE MIN. 150 mm ABOVE EXISTING GRADE AND SLOPED AWAY FROM SHELTER AT MIN. 1% ON ALL SIDES TO PROVIDE ADEQUATE DRAINAGE.
 - (N5) PROPOSED 1.8 m HIGH CHAIN LINK SECURITY FENCE TOPPED WITH BARBED WIRE SURROUNDING COMPOUND.



SITE DATA

	EXISTING	PROPOSED
PROPERTY AREA	31.792 ha.	
LEASE AREA REQUIREMENTS		
COMPOUND (EXCLUSIVE)		225.0 sq.m.
ACCESS/UTILITIES (NON-EXCLUSIVE)		1828.0 sq.m.
TOTAL		2053.0 sq.m.
UNITS		1 TOWER 1 CABINET
HEIGHT OF TOWER		70 m
SETBACKS (PROPOSED TOWER)		
FRONT		188.8 m
SIDE		103.0 m
REAR		±207 m
SETBACKS (PROPOSED CABINET)		
FRONT		187.8 m
SIDE		111.8 m
REAR		±213 m



CAUTION
THIS IS NOT A PLAN OF SURVEY AND SHALL NOT BE USED EXCEPT FOR THE PURPOSE INDICATED IN THE TITLE BLOCK.
BOUNDARY INFORMATION HAS BEEN COMPILED FROM AVAILABLE RECORDS AND HAS NOT BEEN VERIFIED BY FIELD SURVEY.
METRIC DISTANCES AND/OR COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.
BENCHMARK
ELEVATIONS SHOWN ON THIS PLAN ARE RELATED TO THE CANADIAN GEODETIC VERTICAL DATUM 1928, 1978 ADJUSTED AND ARE DERIVED FROM THE GSC BENCHMARK No.0011993U754 HAVING A PUBLISHED ELEVATION OF 207.272 METRES.

LEGEND
 ○ DENOTES SPIKE
 HP DENOTES HYDRO POLE
 AN DENOTES ANCHOR
 TP DENOTES TELEPHONE POLE
 -E- DENOTES OVERHEAD ELECTRICAL
 -T- DENOTES OVERHEAD TELEPHONE
 PAN DENOTES PROPOSED ANCHOR
 PHP DENOTES PROPOSED HYDRO POLE

CERTIFICATE OF COMPLETION
I CERTIFY THAT:
1. THE FIELD WORK WAS COMPLETED ON MAY 15, 2019.
DATE JUNE 13, 2019 *Greg Macdonald*
GREG MACDONALD
ONTARIO LAND SURVEYOR

CAUTION
LOCATIONS OF ANY UNDERGROUND SERVICES ARE APPROXIMATE. OTHER BURIED UTILITIES MAY EXIST WHICH ARE NOT SHOWN BECAUSE OF INSUFFICIENT INFORMATION. CONTACT ALL POTENTIAL OWNERS OF UNDERGROUND UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION

ROGERS LATITUDE N 47°32'8.5"
LONGITUDE W 79°39'44.6"
ELEVATION 215.3m

SITE: C8008 NEW LISKEARD PLAZA

J.D. BARNES LIMITED SURVEYING MAPPING GIS
LAND INFORMATION SPECIALISTS
140 RENTREW DRIVE, SUITE 100, MARKHAM, ON L3R 6B3
T: (905) 477-3600 F: (905) 477-3882 www.jdbarnes.com

DRAWN BY: TL CHECKED BY: GM REFERENCE NO.: 19-15-042-00
FILE: C:\Surveys\19-15-042\00\Drawing\19-15-042-00A.dgn DATED: JUNE 12, 2019
PLOTTED: 2019-06-13

Memo

To: Mayor and Council
From: Jennifer Pye, Planner
Date: July 12, 2022
Subject: Deeming By-law for Graydon and McCarty – 697 Latchford Street; PLAN M54NB LOTS 107, 108 PCL 13748SST
Attachments: Appendix 01: Deeming By-law Application Form
 Appendix 02: Draft Deeming By-law (**Please refer to By-law No. 2022-118**)

Mayor and Council:

Ian Graydon and Deborah McCarty have submitted a request for a deeming by-law for their property located at 697 Latchford Street in Haileybury. The owners have indicated that they are requesting the deeming by-law to permit the construction of an addition to the existing dwelling on the property, which would cross the property line between the two lots making up the property. The original lots were created by a plan of subdivision that was registered in the early 1900s. The lots are included under the same roll number.

The subject property is designated Residential Neighbourhood in the City of Temiskaming Shores Official Plan and is zoned Medium Density Residential (R3) in the City of Temiskaming Shores Zoning By-law.

If the Deeming By-law is passed it will be registered on title at the owner's expense. It is recommended that Council pass the deeming by-law.

Prepared by:

Reviewed by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Jennifer Pye, MCIP,
RPP
Planner

Shelly Zubycck
Director of Corporate
Services

John Telfer
Interim City Manager



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

**Application for Deeming By-law
Under Section 50(4) of the Planning Act**

Approval authority:
Council of the City of Temiskaming Shores

Fee: \$200 + 13% HST
= \$226.00
+ legal and land titles fees required to register by-law
(billed directly from solicitor)

Office Use Only	
File No.:	<u>D-2022-09</u>
Date Received:	<u>July 5, 2022</u>
Roll No.:	5418- <u>030-001-100.00</u>

1. Owner Information

Name of Owner: Tan Graydon

If more than one registered owner, please provide information below (attach separate sheet if necessary):

Name of Owner: Deborah McCarty

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 697 Latchford Street
Legal Description (concession and lot numbers, reference plan and lot/part numbers) Plan M 54 NB lot 107/108 parcel 13748 SST

b. Date the property/properties were acquired by the current owner: 2018

c. Are there any easements or restrictive covenants affecting the property/properties?

Yes No

If yes, describe the easement or covenant and its effect:

--

5. Reason a deeming by-law is required:

Property consists of 2 lots. A planned addition crosses the property line between the 2 lots.

6. Registration of By-law

If approved the deeming by-law must be registered on title to the property/properties to which it applies. The City will send the approved by-law directly to the lawyer of the applicant's choosing to ensure registration. The applicant is responsible for all fees associated with the registration of the by-law.

Name of Lawyer: Bill Ramsey

Name of Firm: Ramsey Law Office

Mailing Address: 18 Armstrong St. New Liskeard ON P0J 1P0

Email Address: _____ Phone: 705-647-4010

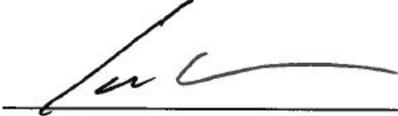
10. Declaration of Applicant

- ✓ 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.

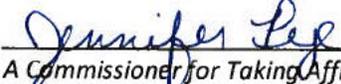
I, Ian Graydon of the City of Temiskaming Shores
in the district of Temiskaming make oath and say
(or solemnly declare) that the information contained in this application is true and that the information contained in the documents that accompany this application is true and I make this solemn declaration 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 Timiskaming
this 8th day of July, 2022



Signature of Applicant



A Commissioner for Taking Affidavits

**Jennifer Lynn Pye, a Commissioner, etc.,
Province of Ontario, for the Corporation of the
City of Temiskaming Shores
Expires June 26, 2024.**

Memo

To: Mayor and Council
From: Logan Belanger, Municipal Clerk
Date: July 12, 2022
Subject: Amendment to By-law No. 2021-094 Lease Agreement with Alexander Farms for Cultivation Purposes
Attachments: **Appendix 01:** By-law No. 2021-094 Lease Agreement with Alexander Farms for Cultivation Purposes
Appendix 02: Letter requesting assigned from Alexander Farms

Mayor and Council:

At the June 15, 2021 Regular meeting, Council adopted By-law No. 2021-094, being a by-law to enter into a lease agreement with Alexander Farms to permit the use of Municipal Land for Cultivation Purposes (i.e., City property near the Dymond wastewater lagoon area).

The owners of Alexander Farms wish to assign the benefit of the agreement to Seeson Ranch (please see Appendix 01), in accordance with Section 10 of the Agreement, which states “The Benefactor shall not be entitled to assign the benefit of this agreement without the consent in writing of the City, which consent may not be unreasonably withheld.”

Staff have no concerns with the assignment and for Seeson Ranch to assume all of the contractual obligations contained within the said agreement.

It is recommended that Council for the City of Temiskaming Shores agrees to assign the benefit of the lease agreement with Alexander Farms to permit the use of Municipal Land for Cultivation Purposes (By-law No. 2021-094) to Seeson Ranch for the remaining term ending on December 31, 2026, unless terminated early by either party.

Submission:

Prepared by:

Reviewed by:

Reviewed and submitted for Council’s consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

Logan Belanger
Municipal Clerk

Shelly Zubycck
Director of Corporate
Services

John Telfer
Interim City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2021-094

**Being a by-law to authorize a Lease Agreement with Alexander Farms
to permit the use of Municipal Land for Cultivation Purposes
(Dymond Wastewater Lagoon Area)**

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

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

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

Whereas The Corporation of the City of Temiskaming Shores issued a Request for Proposals CS-RFP-003-2021 and Alexander Farms was the only bidder on this land, more specifically described as South Part of Lot 6, Concession 3, Dymond Township, Reference Plan TER107, Part 1, Parcel 15630SST (approximately 14 ha. – 35 acres); and

Whereas Council considered Administrative Report No. CS-027-2021 at the June 15, 2021 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into a Land Lease Agreement for Cultivation purposes with Alexander Farms for consideration at the June 15, 2021 Regular Council meeting; and

Whereas Council deems it necessary to enter into a land lease agreement with Alexander Farms to permit the use of municipal land for cultivation purposes.

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

1. That the Mayor and Clerk be authorized to execute the land lease agreement with Alexander Farms for the use of municipal land for cultivation purposes, a copy of which is attached hereto as Schedule "A" and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 15th day of June, 2021.

Mayor

Clerk



Schedule "A" to

By-law No. 2021-094

Agreement between

The Corporation of the City of Temiskaming Shores

and

Alexander Farms

Land Lease Agreement to permit the use of Municipal Land
for Cultivation purposes

This agreement, made this 15th day of June, 2021.

Between:

The Corporation of the City of Temiskaming Shores
(Hereinafter referred to as the "the City")

And:

Alexander Farms
(Hereinafter referred to as "the Benefactor")

Whereas the City is the owner of real property legally described as:

Area of Dymond Wastewater Lagoon, Dymond – South Part of Lot 6, Concession 3, Dymond Township, Reference Plan TER107, Part 1, Parcel 15630SST (approximately 14 ha. – 35 acres); being Roll No. 54-18-020-001-123.00 (hereinafter referred to as "the Lands"), as outlined in Appendix 01;

And whereas the Benefactor wishes to use the Lands for cultivation purposes;

Now therefore, in consideration of the mutual covenants and promises herein contained, the Parties agree as follows:

1. The word "Cultivation" as used in this agreement shall mean the process of seeding, growing, bailing and removal of hay for use in the feeding of farm animals.
2. The Benefactor shall have the right to use the Lands for cultivation for the term of this Agreement which commences **July 1, 2021** and ends **December 31, 2026** unless the Agreement is terminated early by either party.
3. The Benefactor shall have no right to use the Lands for any other purpose than cultivation, and shall commit no act on the Lands which would constitute a nuisance to any other person.
4. The Benefactor shall not be entitled to fertilize the Lands or to use pesticides or herbicides on the Lands without the prior written consent of the City.
5. At the termination of this Agreement, the Benefactor shall leave the Lands in no worse condition than existed at the date of signature of this Agreement.
6. The Benefactor shall pay to the City for the rights granted herein, the sum of **\$875.00 per annum**, payable in advance on or before the 1st day of July in each year.
7. Either party may terminate this agreement on not less than thirty (30) days written notice to the other. Unless the Lands are required by the City for an immediate purpose, it shall terminate the Agreement in any year until the Benefactor has had a reasonable opportunity to remove his hay crop from the Lands.

8. The Benefactor shall indemnify and save harmless the City from and against any and all liabilities, claims, damages, actions and causes of action arising from his use of the Lands.
9. The Benefactor shall on or before the **1st day of July** in each year, provide proof of liability insurance in the amount of **\$2 million** for the lands and all activities carried out thereon during use by the Benefactor.
10. The Benefactor shall not be entitled to assign the benefit of this agreement without the consent in writing of the City, which consent may not be unreasonably withheld.

Remainder of Page left Blank Intentionally

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

Signed and Sealed in
the presence of)

Alexander Farms

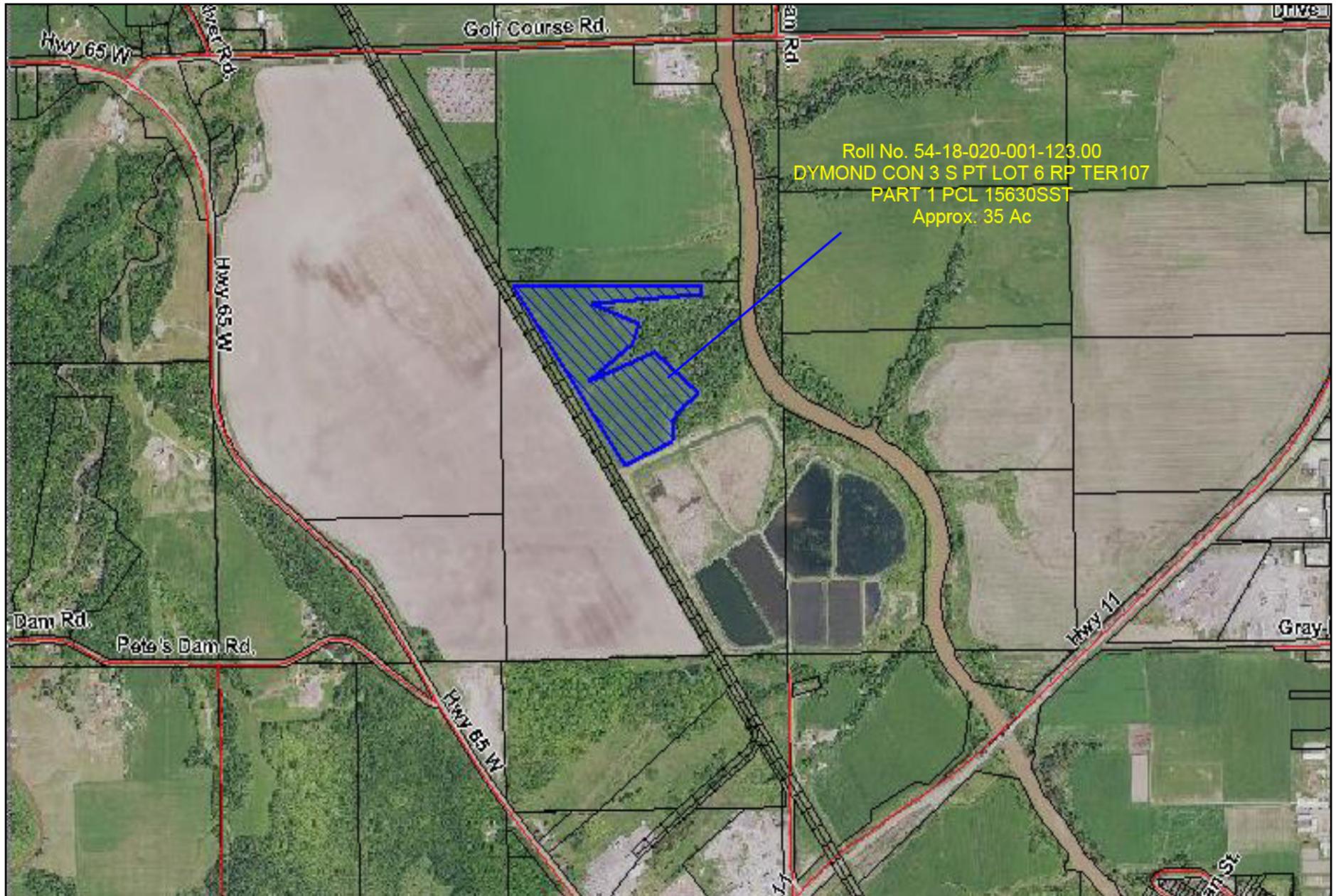
Philip Alexander

Municipal Seal)

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

Mayor – Carman Kidd

Clerk – Logan Belanger



To whom it may concern;

RE: Alexander Farms land lease

My father, Philip Alexander, leases some land from the City. Unfortunately, he has passed away. Greg Seed, owner of Seeson Ranch Ltd, is interested in having the land lease transferred from Alexander farms to Seeson Ranch Ltd. If you need anything further from me, please feel free to contact me.

Sincerely,

Mandy McLean (daughter & estate trustee)

A large black rectangular redaction box covering the signature area.

Subject: Sale of Municipal Property – Nugget Street and Part of Lane	Report No.: CS-028-2022
	Agenda Date: July 12, 2022

Attachments

- Appendix 01:** Notice of Public Meeting
- Appendix 02:** Reference Plan No. 54R-6269
- Appendix 03:** Draft By-law to Stop Up and Close a Highway – Part 1 on Plan 54R-6269 – part of lane (**Refer to By-law No. 2022-119**)
- Appendix 04:** Draft By-law to Stop Up and Close a Highway – Part 2 on Plan 54R-6269 (Nugget Street) (**Refer to By-law No. 2022-120**)
- Appendix 05:** Notice to Stop Up and Close a Highway
- Appendix 06:** Draft By-law Offer of Purchase and Sale Agreement – Part 1 on Plan 54R- 6269 – part of lane (**Refer to By-law No. 2022-121**)
- Appendix 07:** Draft By-law Offer of Purchase and Sale Agreement – Part 2 on Plan 54R-6269 (Nugget Street) (**Refer to By-law No. 2022-122**)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-028-2022;
2. That Council directs staff to continue with the disposition of municipal road allowances, being:
 - a. Part of lane, abutting Lots 11,12 and 13 on Plan M-71 NB, described as Part 1 on Plan 54R-6269, and
 - b. Nugget Street, described as Part 2 on Plan 54R-6269;

in accordance with By-law No. 2015-160; and

3. That Council directs staff to prepare the necessary by-laws to Stop and Close the above-described road allowances, and to enter into an Offer of Purchase and Sale Agreement between the City of Temiskaming Shores as Vendor, and Bradley Sauve as Purchaser, for the above-described road allowances, in accordance with By-law No. 2015-160, for consideration at the July 12, 2022 Regular Council meeting.

Background

The City received a request from Bradley Sauve, to purchase a part of a lane adjacent to his home located at 155 Cross Lake Road for the purpose of contiguous ownership to construct a garage. The request was presented to the Corporate Services Committee on May 19, 2021, and the Committee supported the sale of the road allowance, conditional on the sale of Nugget Street. Nugget Street is currently a travelled road, maintained year-round by the City, and serves to access the driveway of 155 Cross Lake Road. Following the sale, the City would no longer provide any road maintenance to the Property, including but not limited to snow removal, salting, street cleaning and repair. As of the Closing Date, the Purchaser would be solely responsible for any maintenance and repair to the Property.

Recommendation CS-2021-031

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee hereby supports proceeding with the sale of the portion of the laneway and Nugget Street to Brad Sauve.

CARRIED

The application was circulated to internal departments for comment, with no departments indicating any concern with the potential disposition of the lands.

In accordance with the Land Disposition By-law (No. 2015-160), public notice regarding the Public Meeting for the proposed disposition, was publicized via the City Bulletin (Speaker and Weekender Editions) (**Appendix 01**). The Public Notice was also mailed to one homeowner located to the north of the subject lands (163 Cross Lake Road), which included an area map to illustrate the general location of the road allowances. No comments objecting the sale were received, but the following comments were provided by staff:

Public Works:

- There are no municipal services within Nugget Street or the applicable portion of the Laneway.
- A ditch runs parallel to Cross Lake Road. Should the sale be approved, the City would continue to maintain the ditch.

Planner:

The subject properties are:

- designated Residential Neighbourhood in the City of Temiskaming Shores Official Plan; and

- zoned Medium Density Residential in the City of Temiskaming Shores Zoning By-law. The proposed detached garage is a permitted accessory use in the R3 zone.

In 2019, a deeming by-law was adopted which included the two lots on which his house is located, as well as the lot across the laneway. Therefore, a deeming by-law will not be required should this purchase request be approved. However, an application to consolidate would be required, to consolidate the portions of road allowance to the Purchaser's existing property (i.e., to become one parcel).

The Public Meeting was held during the June 15, 2021 regular Council meeting, and no comments or concerns were received during the presentation. The next steps were identified to include obtaining a reference plan, the adoption of a stop-up and closure by-law for each section of road allowance, and an Administrative Report to Council recommending a Purchase and Sale Agreement.

The applicant advised that they would proceed with the survey over the winter, and a survey was commissioned from Surveyor on Site Inc. (SOS) in January 2022. The survey was registered on March 23, 2022, and the City received a copy on May 31, 2022 (**Appendix 02**).

Analysis

The part of the laneway abutting Lots 11, 12 and 13 on Plan M-71 NB, described as Part 1 on Plan 54R-6269 is an unopened road allowance; therefore is no impact on municipal road operations.

As previously mentioned, Nugget Street, described as Part 2 on Plan 54R-6269 is a travelled maintained road. The Purchaser travels this road to access his property; however, he would become responsible for all future maintenance following the sale.

It is recommended that Council consider a by-law for the Stopping Up and Closing of each section of road allowance, which would be registered on title (**Appendix 03 and Appendix 04**). The public notice regarding the proposed stop up was advertised in the in the Temiskaming Speaker and Weekender, on the municipal website, and mailed to the property owners located at 147 Cross Lake Road and 163 Cross Lake Road, in accordance with the City's Notice By-law No. 2004-022 (**Appendix 05**).

In addition, it is recommended that Council consider an Offer of Purchase and Sale Agreement for the sale of the subject road allowances to Bradley Sauve (**Appendix 06 and Appendix 07**), for consideration at the July 12, 2022 Regular Council meeting.

Relevant Policy / Legislation / City By-Law

- By-law No. 2004-022 – Establish Procedures for Public Notice
- By-law No. 2015-160, Procedural Policy for the Disposal of Real Property

Consultation / Communication

- Consultation with City Manager throughout the process
- Consultation with Manager of Transportation Services
- Corporate Services Committee – May 19, 2021 / Public Meeting – June 15, 2021
- Circulated to Staff for comment
- Notices in accordance with By-law No. 2004-022 & By-law No. 2015-160

Financial / Staffing Implications

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

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

It is recommended to transfer each section of road allowance directly to Bradley Sauve. The portion of lane is recommended at \$500.00, plus all costs related to the sale (i.e., reference plan, legal fees, registration fees, and incidental costs). As the City made the sale conditional upon the sale of Nugget Street, it is recommended that the City sells the subject land for nominal consideration, and that the City pay all reasonable legal fees and associated registration costs, as the we would no longer provide any road maintenance to the Property, including but not limited to snow removal, salting, street cleaning and repair.

Description	Bradley Sauve	City
Land Sale Fee (Laneway only)	\$500	N/A
Survey Fees	\$3,500	N/A
Legal Fees:		
- Application to Enter as Owner	\$200	N/A
- Register Bylaw	\$200	N/A
- Transfer	\$700	\$700
- Deeming Bylaw/ Consolidation	\$200	N/A
- Disbursements	\$50	\$50
- Registration	\$156	\$156
- Road closing by-law registration	\$150	\$150
Total Estimate, plus any applicable taxes	\$5,656.00	\$1,056.00

Staffing implications are limited to normal administrative functions of staff.

Alternatives

No alternatives are being proposed by staff; however, the disposal of Municipally owned property is governed through By-law No. 2015-160 (Disposal By-law), and outlines a variety of methods for disposal and for determining fair market value. The relevant options for this proposed sale have been identified below.

Section 3: Disposal Methods

One or more of the following disposal methods may be utilized:

1. Direct sale by the City
2. Public Tender or Request for Proposals
3. Public Auction
4. Listing land with a broker and/or real estate firm at a negotiated commission
5. Posting on the proposed land to be sold a “For Sale” sign which will include contact information for inquiries
6. Funding agreements
7. Direct negotiation
8. Direct advertising
9. Property exchange

Section 4: Determining Fair Market Value

One or more of the following methods may be utilized to determine the fair market value:

1. Obtaining an appraisal
2. Using the assessed value
3. Comparing recent sales of similar properties based on willing buyer / willing seller
4. Using recent appraisals for similar properties

Submission

Prepared by:

Reviewed by:

Reviewed and submitted for Council’s consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

Logan Belanger
 Municipal Clerk

Shelly Zubyck
 Director of Corporate
 Services

John Telfer
 Interim City Manager

Notice of Public Meeting Potential Sale of Municipal Land – Nugget Street and Portion of Adjacent Laneway

Notice is hereby given in accordance with By-law No. 2015-160 in respect to the City considering the sale of Nugget Street and a portion of an adjacent laneway.

This public notice is being given to advise the public that Council is considering the sale of the subject lands as described below and shown in the key map.

Any person may attend the public meeting or provided written comments prior to the public meeting.

The Public Meeting will be held:

Date: Tuesday, June 15, 2021
Time: 6:00 p.m.
Location: Virtual Meeting

Further information or written submissions:

Logan Belanger, Municipal Clerk
Email: clerk@temiskamingshores.ca
Phone: 705-672-3363 x 4136

The public can provide input on the proposed sale, as follows:

- **Submit Comments in Writing:** Persons wishing to provide written comments may submit in writing, using the email address above, prior to 4:30 p.m. on Tuesday, June 15, 2021; or may submit comments to questions@temiskamingshores.ca, during the live-streamed Council meeting, viewed on the City of Temiskaming Shores Facebook page.
- **Register to Speak at the Virtual Meeting:** Persons wishing to speak to Council must register with the Clerk prior to 4:30 p.m. on Tuesday, June 15, 2021, using the above-noted email or telephone number. Following registration, a confirmation email containing meeting details and a Zoom link will be provided. Please note that a video sharing device is not required.

Description of Land: Nugget Street and a portion of an adjacent laneway as shown below:

Key Map



This map is provided for illustrative purposes. It is not a substitute for a legal survey. Boundaries on aerial photos may be skewed.

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

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

2. THE SURVEY WAS COMPLETED ON THE 11th DAY OF JANUARY, 2022.

MARCH 16, 2022

Ryan W. Seguin
 RYAN W. SEGUIN
 ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER V-20077.

LEGEND

- MONUMENT PLANTED
- MONUMENT FOUND
- SIB STANDARD IRON BAR
- SSIB SHORT STANDARD IRON BAR
- IB IRON BAR
- M MEASURED
- S SET
- P1 PLAN 54R-2661
- P2 REGISTERED PLAN M-71 NB
- MTO MINISTRY OF TRANSPORTATION OF ONTARIO
- SCO SUTCLIFFE AND COMPANY

SCHEDULE				
PART	LOT	PLAN	PIN	AREA (m ²)
1	PART OF LANE	REGISTERED PLAN M-71 NB	PIN 61354-0444(LT)	161.69
2	PART OF NUGGET STREET	M-71 NB	PIN 61354-0437(LT)	457.49

PART 1 COMPRISES PART OF PIN 61354-0444 (LT).
 PART 2 COMPRISES PART OF PIN 61354-0437 (LT).

PLAN 54R-6269

Received and deposited

March 23rd, 2022

Joanne Mason

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

PLAN OF SURVEY OF
 PART OF LANE
 AND
 PART OF LOT NUGGET STREET
 REGISTERED PLAN M-71 NB
 CITY OF TEMISKAMING SHORES
 DISTRICT OF TIMISKAMING

SCALE 1 : 250 METRES



SURVEYORS ON SITE INC.

THE INTENDED PLOT SIZE OF THIS PLAN IS 609mm IN WIDTH BY 457mm IN HEIGHT WHEN PLOTTED AT A SCALE OF 1:250 METRES.

NOTES

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

DISTANCES ON THIS PLAN ARE HORIZONTAL GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY THE AVERAGE COMBINED SCALE FACTOR OF 0.999596170.

BEARINGS ARE UTM GRID, AND ARE DERIVED FROM SCPs, COSINE MONUMENTS HCM01019774068 & HCM01019784272 AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 17 (81° WEST LONGITUDE) NAD83(ORIGINAL).

INTEGRATION COORDINATE TABLES		
SPECIFIED CONTROL POINTS (SCPs)		
MONUMENT	NORTHING	EASTING
01019774068	5256131.751	599800.471
01019784272	5253317.482	602369.471
UTM ZONE 17, NAD83(ORIGINAL)		

OBSERVED REFERENCE POINTS (ORPs) ARE DERIVED FROM RTK MEASUREMENTS ON SCPs AND ARE REFERRED TO UTM ZONE 17, NAD83(ORIGINAL).

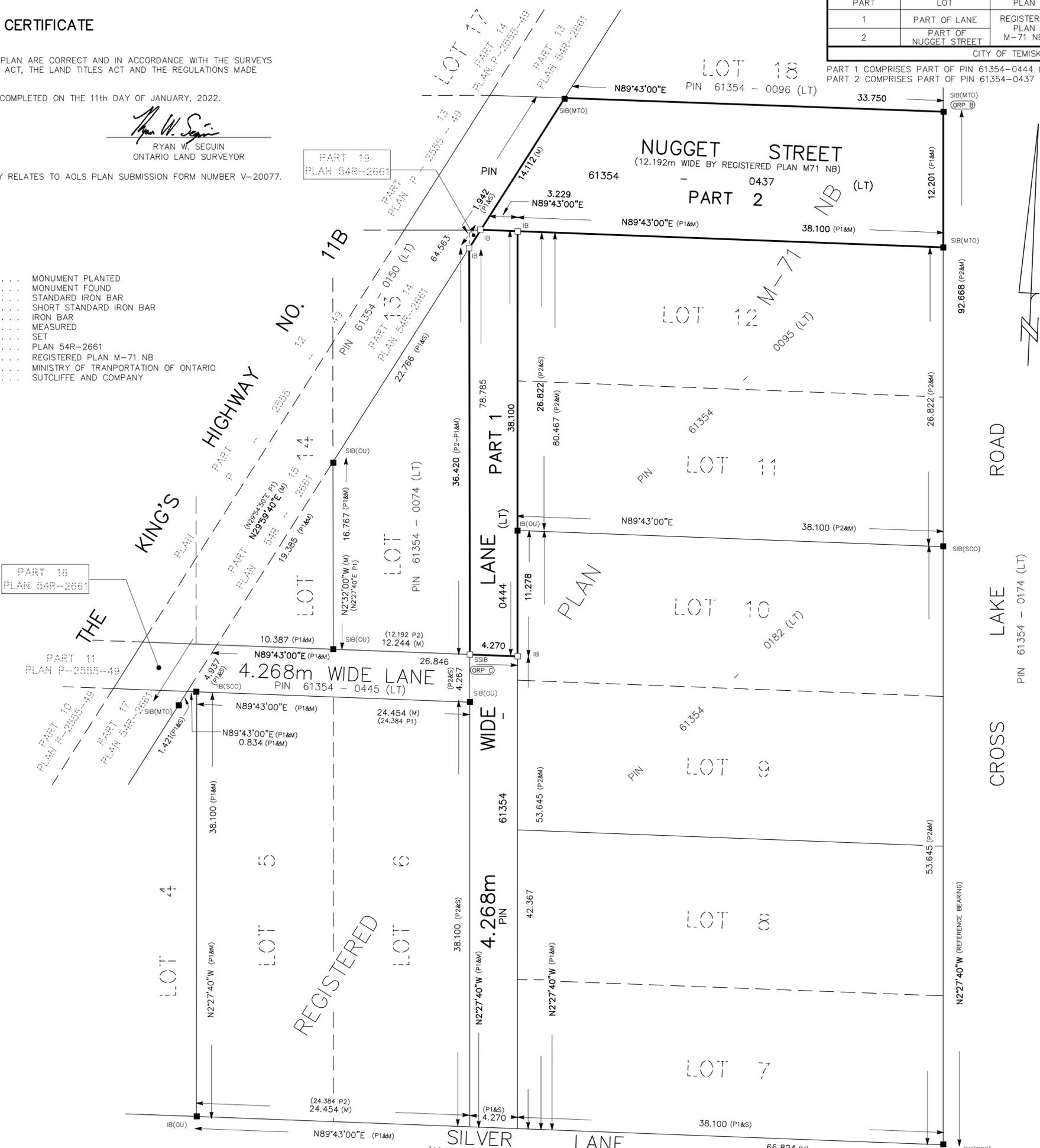
COORDINATES SHOWN HEREON HAVE A RELATIVE ACCURACY TO MEET THE REQUIREMENTS OF AN URBAN AREA AT A 95% CONFIDENCE LEVEL AS PER SEC. 14(2) OF O.REG. 216/10 UNDER THE SURVEYS ACT.

POINT ID	NORTHING	EASTING
ORP A	5253714.733	602330.680
ORP B	5253807.258	602326.695
ORP C	5253756.825	602286.510

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



50 WHITEWOOD AVENUE
 NEW LISKEARD, ONTARIO
 POJ 1P0
 705-662-0872
 www.surveyorsonsite.com

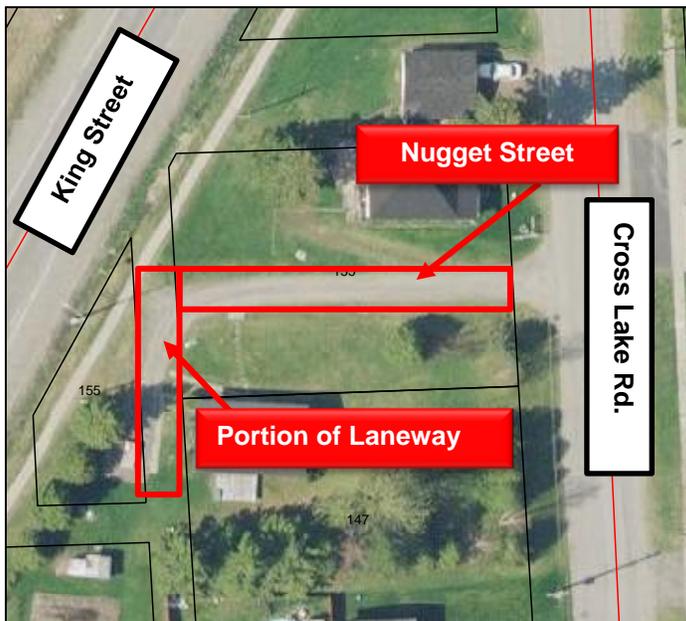


Notice of Proposed By-law to Stop Up and Close a Highway

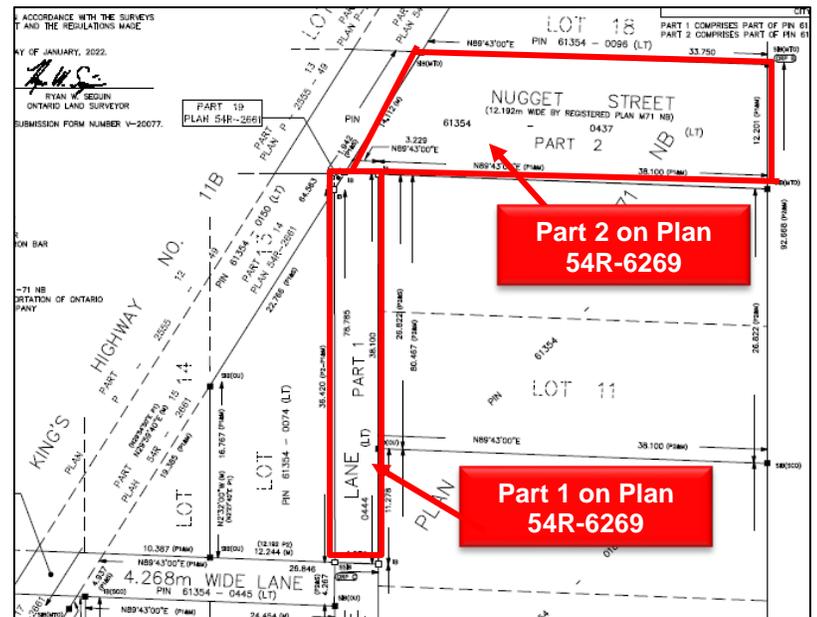
Notice is hereby given in accordance with By-law No. 2004-022 in respect to the permanent closure of a highway;

This public notice is being given to advise the public that Council will be considering the adoption of a by-law to Stop up and Close part of a lane abutting Lots 11, 12 and 13, described as Part 1 on Plan 54R-6269; and Nugget Street described as Part 2 on Plan 54R-6269, as shown in the key map below. The By-laws will be considered at the **July 12, 2022** Regular Council meeting held in Council Chambers at City Hall – 325 Farr Drive in Haileybury, commencing at 6:00 p.m.

Key Map



This map is provided for illustrative purposes.



Excerpt of Plan 54R-6269

Further information:

Logan Belanger, Municipal Clerk
Email: clerk@temiskamingshores.ca
Telephone: 705-672-3363 ext. 4136

Dated: June 29, 2022

Subject: Northern Ontario Mining Showcase at PDAC 2023 **Report No.:** CS-029-2022

Agenda Date: July 12, 2022

Attachments

Appendix 01: Phase 1 Funding Application to Fed Nor

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-029-2022; and
2. That Council confirms the application to Fed Nor for funding support to enable the City to lead the Northern Ontario Mining Showcase at the 2023 Prospectors and Developers Association of Canada Convention in Toronto.

Background

The City has led the very successful Northern Ontario Mining Showcase at the PDAC conference since 2015. The 4 day event is extremely successful garnering millions of dollars in new sales annually for Northern Ontario mining supply and service companies.

Companies having attended past events have reported additional sales of over \$74 million and created almost 600 new jobs across Northern Ontario. With 10% of the attending businesses based in Temiskaming, it provides an estimate of the benefit to our own region.

As a result of Covid-19 the 2022 event was postponed to mid-June resulting in lower overall attendance. This did not however impact NOMS exhibitors who overwhelmingly stated that the event was beneficial and resulted in strong leads and sales. Survey results reflect these statements indicating that 100% of the participating exhibitors generated quality leads.

Analysis

The Northern Ontario Mining Showcase event at PDAC has become the largest exhibit at the world's largest annual mining exhibition. When the project first began, the committee worked hard to get attendees at PDAC to come to the North Building of the Metro Toronto Convention Center to see our exhibitors. Over the years, our pavilion has become known to attendees as one of the exhibits to see while at the show. It is believed that most, if not all attendees at PDAC take the time to visit the pavilion while at PDAC.

For those of you who have attended the event, you have an understanding of the size and scope of the pavilion. The partnership between the City and Fed Nor is very strong and they would like to keep this project moving forward as it has such a large impact on the mining supply and service economy in Northern Ontario.

The Northern Ontario Mining Showcase at PDAC 2023 will be the same size and scope as the pavilion at the 2022 event which has just passed. It is believed that the current footprint of 13,200 sq/ft along with the 110 businesses fits the current needs of our northern mining suppliers.

In addition to the Showcase, the City also coordinates the Northern Ontario Night event at Steam Whistle Brewery on the Monday evening at PDAC. This event has become one of the not to miss events at PDAC and although the City’s cost to host the event is \$2,000, we are able to raise almost \$90,000 in sponsorships to put on the event.

Not only is the event sponsored by companies in Northern Ontario, but all of the entertainment is provided by northern musicians, much of the food and beverages are from various northern suppliers and producers. Attendance at this year’s event was just under 900 attendees and although not designed as a networking event, many companies have advised that they did make business connections there.

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

The alternative is for the City to decline to lead the Northern Ontario Mining Showcase at PDAC 2023 and let another community or organization take the lead.

Submission

Prepared by:

Reviewed by:

Reviewed and submitted for Council’s consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

Airianna Leveille
 Economic
 Development Officer

Shelly Zubyck
 Director of Corporate
 Services

John Telfer
 Interim City Manager



FEDNOR APPLICATION FOR FINANCIAL ASSISTANCE

PROTECTED WHEN COMPLETED

CONFIDENTIALITY: The Applicant understands that the information provided may be accessible under the *Access to Information Act*. No commercially confidential information which you submit to us will be disclosed unless otherwise authorized by you; required to be released by law; or required by the Minister of Industry to be released to an international or internal trade panel for the purposes of the conduct of a dispute in which Canada is a party or a third party intervener. Information on the federal government's *Access to Information Act* is available on the following Web site: <http://laws-lois.justice.gc.ca/eng/acts/A-1/FullText.html>.

Any information that you wish to be considered as confidential should be annotated accordingly.

APPLICANT AND CONTACT INFORMATION			
1. Legal name of Applicant: Corporation of the City of Temiskaming Shores		Operating name of Applicant, if different: City of Temiskaming Shores	
2. Provide description of your organization or business and its mandate: The municipality has a staff of approximately 70 full time employees that is supplemented by another 20 - 25 student positions during summer months. The municipal office is located on the Haileybury waterfront at 325 Farr Drive and serves as catalyst for the development of the community. Our community is the service hub for the surrounding region and continues to attract service industry jobs. The municipality has been able to sustain its population while many communities in Northern Ontario have seen decreases in population.			
3. Location (Street, Unit Number, etc.): 325 Farr Drive			
Country: Canada	Province: Ontario	City: Haileybury	Postal code: P0J 1K0
Business telephone number: (705) 672 3363	Fax telephone number: (705) 672 3200	E-mail: szubyck@temiskamingshores.ca	Website: temiskamingshores.ca
4. Last name of person who will be the authorized contact: Zubyck		First name: Shelly	
Title: Director of Corporate Services			
Business telephone number: (705) 672 3363	Extension: 4107	Mobile telephone number: (705) 648 8506	Fax telephone number: (705) 672 3200
E-mail: szubyck@temiskamingshores.ca		Is this person an authorized signing officer of the Applicant? <input type="radio"/> Yes <input checked="" type="radio"/> No	
5. Last name of person who will be an alternate contact: Leveille		First name: Stephanie	
Title: Treasurer			
Business telephone number: (705) 672 3363	Extension: 4121	Mobile telephone number: ()	Fax telephone number: ()
E-mail: sleveille@temiskamingshores.ca		Is this person an authorized signing officer of the Applicant? <input checked="" type="radio"/> Yes <input type="radio"/> No	
6. Mailing address, if different from above (Street, Unit Number, etc.):		<input checked="" type="checkbox"/> Same As	
Date of incorporation or registration (YYYY-MM-DD): 2004-01-01		Applicant business number (9-digit business identifier provided by Canada Revenue Agency): 	



7. Type of legal entity: <input checked="" type="radio"/> Municipality <input type="radio"/> First Nation <input type="radio"/> Not-for-profit corporation <input type="radio"/> For-profit (business) corporation <input type="radio"/> Other (specify):			
8. Official language preferred for correspondence:			<input checked="" type="radio"/> English <input type="radio"/> French
PROJECT INFORMATION			
1. Project name: Northern Ontario Mining Showcase			
2. Project location (Street, Unit Number, etc.): 325 Farr Drive			
Country: Canada	Province: Ontario	City: Haileybury	Postal code: P0J 1K0
Estimated start date (YYYY-MM-DD): 2022-06-20		Estimated completion date (YYYY-MM-DD): 2023-06-30	
3. In what official language(s) will your project's services be offered?			<input type="radio"/> English <input type="radio"/> French <input checked="" type="radio"/> Both
4. Please identify the FedNor Program to which you are applying. Northern Ontario Development Program			
5. Provide a description of the project and the key activities to be undertaken. For Youth Internship projects, provide the detailed work plan for the intern and key activities they will undertake; ensure you confirm whether this is a new position and whether union concurrence will be required, as well as required qualifications of the intern and mentor/supervisor. (2500 characters)			
<p>The project consists of organizing and hosting a pavilion consisting of exhibitors from Northern Ontario at the 2023 Prospectors Developers Association of Canada (PDAC) annual convention. The objective of the project is to build on the success of the NOMS events held in 2015 - 22.</p> <p>The Northern Showcase provides an opportunity for Northern SMEs and organizations that would otherwise be unable to participate in such a high caliber event to promote their products and services to international and domestic markets. We were successful in enticing 102 exhibitors for the 2022 and we once again anticipate attracting 110 for the in-person event in 2023.</p> <p>As a result of Covid-19, the 2022 event was postponed to mid-June resulting in lower overall attendance. This did not however impact NOMS exhibitors who overwhelmingly stated that the event was beneficial and resulted in strong leads and sales. To ensure continued success and growth, we plan to enhance the event by increasing our digital footprint with an even stronger social presence, updating on-site graphics to reflect the new FedNor brand, and purchasing new carpet to ensure that the professional appearance that the Northern pavilion is known for continues to be reflected. In addition to pavilion specific improvements, we intend to reserve two boardrooms to provide meeting space options for exhibitors and partners. Based on previous outcomes, we will continue to host a meet and greet activity for exhibitors and committee members prior to show start to help build networks and increase partnership and B2B opportunities as well as holding a debrief focus group session with select exhibitors.</p> <p>Key activities that will be undertaken as part of this project include holding a planning meeting to establish a selection criteria for exhibitors and interactive feature areas as well as establishing key themes and topics for the speaker series. We will also discuss options for improvement of the international delegation program and further collaboration opportunities with partners.</p>			
6. Describe the anticipated measurable economic benefits of the project. If this is a Youth Internship project, in addition to describing the benefits of the intern's activities ensure you address specifically the anticipated benefits to the intern in terms of further skills development.			
<p>The event will consist of a four day networking trade show whereby Northern Ontario mining supply & service companies and relevant organizations are provided with space to promote their products and services within the Northern Ontario Mining Showcase pavilion. This type of hands on, proactive approach helps to better position the businesses' service offerings and results in increased revenues leading to growth and job creation. The pavilion will be in the Metro Toronto Convention Centre's North Hall, which is the location of the PDAC Convention. Various promotional efforts will be made prior to and during PDAC to attract people to visit the Northern Ontario exhibit.</p>			

Providing a venue for Northern Ontario SMEs to directly promote their products and services to the world increases the region's competitiveness in the marketplace. While overall attendance at PDAC was down in 2022 due to the Covid-19 pandemic, upwards of 10,000 attendees visited the showcase, creating significant opportunities for exhibitors and partners to build their contact lists, network with colleagues, and promote their products and services. Survey results from 2022 indicated that 100% of the participating exhibitors generated quality leads, with 100% generating quality business leads.

Number of jobs created:

Number of jobs maintained:

PROJECT COSTS AND FUNDING SOURCES

Eligible costs include all incremental expenses directly related to the project and deemed reasonable and necessary for its execution.

PROJECT COST CATEGORY (e.g., equipment, professional services, etc.)	TOTAL COSTS
Consulting Fees	\$72,000.00
Event Facility Rental	\$370,000.00
Event marketing and promotion	\$48,000.00
Travel	\$25,000.00
Event Costs - Other	\$250,000.00
TOTAL	\$765,000.00

FUNDING SOURCE	FUNDING SOURCE NAME	AMOUNT	CONFIRMED
FedNor		\$710,000.00	
Applicant cash contribution			
<i>Others (specify):</i>			
Private Sector		\$55,000.00	<input type="radio"/> Yes <input checked="" type="radio"/> No
TOTAL		\$765,000.00	

Have you already incurred costs or made legal commitments related to the project?

Yes (if yes, please describe) No

CERTIFICATION

On behalf of the Applicant, I hereby acknowledge and/or certify that:

- (a) I have authority to submit this application on behalf of the Applicant and evidence of this authority will be provided upon request.
- (b) I confirm that the Applicant is current on all obligations to the federal government; that the execution of the proposed project will not prevent the Applicant from continuing to meet these obligations and from maintaining the economic benefits anticipated by the other agreements; and that these obligations will not preclude the Applicant from fulfilling its obligations under the proposed project.
- (c) The Applicant is under no obligation or prohibition, nor is it subject to, or threatened by any actions, suits or proceedings, which could or would affect its ability to implement this proposed project.
- (d) The information provided herein is complete, true and accurate and I undertake to provide any further information that may be required for Industry Canada/FedNor to render a decision in a timely manner.
- (e) Project costs incurred by the Applicant in the absence of a signed funding agreement with Industry Canada/FedNor are incurred at the sole risk of the Applicant and, even if the project is approved for funding any such costs may not be considered eligible for Industry Canada/FedNor assistance.
- (f) Information provided to Industry Canada/FedNor will be treated in accordance with the *Access to Information Act* and the *Privacy Act*. These laws govern the use, protection and disclosure of personal, financial and technical information by federal government departments and agencies. Information provided to Industry Canada/FedNor is secured from unauthorized access.
- (g) Any former public office holder or public servant employed by the Applicant is in compliance with the provisions of the *Values and Ethics Code for the Public Sector*, the *Policy on Conflict of Interest and Post-Employment* and the *Conflict of Interest Act*.
- (h) The Applicant recognizes that projects listed in the [Regulations Designating Physical Activities](#) may require an environmental assessment under *Canadian Environmental Assessment Act 2012*.
- (i) The Applicant agrees to comply with [official language obligations](#), where applicable, depending on the nature of the project and the targeted clientele.
- (j) Funding may be conditional upon Canada satisfying any Indigenous consultation, and where required, accommodation of obligations arising from the implementation of this project.
- (k) This application does not constitute a commitment by Industry Canada/FedNor for financial assistance.

By submitting this application, I certify that Industry Canada/FedNor funding is required in order for the project to proceed, and agree that Industry Canada/FedNor may make the enquiries it deems necessary to evaluate the application.

Submitting Your Application:

You are about to submit your proposal for funding. Once your application has been received by Industry Canada/FedNor you will receive a confirmation email / letter and a file number for further reference. Please ensure you have correctly noted your contact information on this form.

Signed at: Jemiskaming Shores On this date (YYYY-MM-DD): 2022/06/27
Submitted by (Name): Shelly Zubuk
Title: Director of corporate services

If submitting in print format or via fax, sign the application before submitting (not required for electronic submission):

Signature (officer with signing authority for the Organization): MS Zubuk

Subject: Canadian Institute of Mining,
Metallurgy and Petroleum (CIM)
Convention 2023

Report No.: CS-030-2022

Agenda Date: July 12, 2022

Attachments

Appendix 01: Phase 1 Funding Application to Fed Nor

Recommendations

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-030-2022; and
2. That Council confirms the application submitted on June 28, 2022 to Fed Nor for funding support to enable the City to lead the Northern Ontario Mining Showcase at the Canadian Institute of Mining, Metallurgy and Petroleum (CIM) Convention in Montreal from April 30 – May 3, 2023.

Background

The City has led the very successful Northern Ontario Mining Showcase at the PDAC conference for the past 8 years. Due to its success and the ongoing requests from many businesses to look at other similar conferences, the City was once again asked to lead a small delegation to the Canadian Institute of Mining, Metallurgy and Petroleum (CIM) Convention in Montreal.

Based on the success of the 2019-2021 events in Montreal, and more recently the CIM event in Vancouver in May of 2022. Fed Nor has supported the City to lead a pavilion of businesses at the CIM events over the past 3 years.

Analysis

The Northern Ontario Mining Showcase (NOMS) at PDAC has become very successful for not only the mining suppliers who participate, but also for Fed Nor as the funder of the project as the event has a great return on investment. In addition, the City receives great recognition from both levels of government and the mining supply industry for our leadership in the project.

The funding provides an opportunity for Northern businesses and organizations whom otherwise would not be able to participate in a high caliber event to promote their products and services to international and domestic markets. We were successful in enticing 24 exhibitors for the May 2022 event which was held in Vancouver. The goal with hosting the event for businesses from Northern Ontario at CIM is to provide an additional opportunity to grow Northern Ontario's market share within the sector.

The 2023 CIM event will take place in Montreal from April 30th to May 3rd, 2023. It is anticipated that approximately 60 businesses will participate. Our application for funding will support the balance of funding that will be needed over and above the funds collected by CIM and Cloud 9 as deposits in 2023.

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 project in 2023 will have an impact on the current budget as many of the expenses incurred will be incurred in 2022. The funds were included within the 2022 budget and supported by Council for this successful partnership between the City, Fed Nor and 24 Northern Ontario mining suppliers. The amounts applied for in the 2023 project will be higher however as it is anticipated that at least 60 businesses will wish to participate at the Montreal CIM event.

Due to the time sensitive nature of the funding window and staff changes. The application for this project was submitted on June 28, 2022 to meet the proposed timeline. If by chance Council chooses not to wish to participate in the project for 2023, we can cancel the project prior to the moving to the next steps in the application process.

The Economic Development Officer will spend up to 20% of their annual time working on both the PDAC and CIM projects combined. An event coordinator will be hired to complete the daily tasks and an event staging company will be contracted to build the pavilion; however many meetings, emails and calls will be required.

As in past years the City must realize that if we agree to take on the lead role in these activities, it does provide great visibility for the community, however it could mean that other parts of the strategic plan will not receive as much focus.

Alternatives

The alternative is for the City to decline to lead the Northern Ontario Mining Showcase at CIM 2023 and let another community take the lead.

Submission

Prepared by:

“Original signed by”

Airianna Leveille
Economic
Development Officer

Reviewed by:

“Original signed by”

Shelly Zubyck
Director of Corporate
Services

Reviewed and
submitted for Council’s
consideration by:

“Original signed by”

John Telfer
Interim City Manager



FEDNOR PHASE TWO - DETAILED APPLICATION

PROTECTED WHEN COMPLETED

Project Number: 851-514658

CONFIDENTIALITY: No commercially confidential information which you submit to us will be disclosed unless otherwise authorized by you; required to be released by law; or required by the Minister of Industry to be released to an international or internal trade panel for the purposes of the conduct of a dispute in which Canada is a party or a third party intervener. Information on the federal government's *Access to Information Act* is available on the following Web site: <http://laws-lois.justice.gc.ca/eng/acts/A-1/FullText.html>.

Any information that you wish to be considered as confidential should be annotated accordingly.

APPLICANT INFORMATION

1. Legal name of Applicant:

The Corporation of the City of Temiskaming Shores

2. Include your mandate, mission, vision, (as per strategic plan, business plan or relevant organizational policy); parent company or related companies (subsidiaries); size of operation (e.g. sales, assets, number of staff); membership (if applicable); office locations; geographic area of service/activity; key activities related to community economic development.

The City's Mission Statement reads: To ensure that the City of Temiskaming Shores is a dynamic leader providing incredible opportunities for all.

The City has approximately 70 full time employees, 55 part time employees and 25 temporary student positions. The community has approximately 10,000 residents, but is the economic and service hub to a regional population of 32,500 from both Ontario and Quebec.

City Hall is located at 325 Farr Drive in Haileybury. The City works with local industry and community to provide job creation and retention of existing positions.

Temiskaming Shores' Economic Development team will be the lead on this project. In addition to business retention and expansion, the department is responsible for promoting the community in efforts to attract new investment, residents and tourists with the ultimate goal of increasing the tax base and creating jobs.

Applicant Business Number (9-digit business identifier provided by Canada Revenue Agency):

3

3. Describe the structure of your organization and provide copies of legal and any current documents related to incorporation, partnerships, joint ventures, not-for-profit status, etc.

Corporation under the Ministry of Municipal Affairs and Housing

4. Provide a history of your organization, including any relevant historical events such as any changes in ownership, a reorganization, or critical events related to financial, governance and/or administrative capacity.

The City of Temiskaming Shores was created on January 1, 2004 through the amalgamation of the former communities of Haileybury, New Liskeard and Dymond Twp. The former communities were each close to one hundred years old at the time of amalgamation.

Temiskaming Shores is an amalgamated community, we now have greater capacity to attract new business investment and partner with other levels of government to complete large infrastructure projects in the community.

5. Describe your organization's financial position and ability to carry out the project. Please enclose copies of financial statements for the last two years and the most recent interim financial statement.

The City is well positioned to be able to take on projects of this nature. Copies of our 2020 and 2021 financial statements are attached for your review

6. Identify your officers and/or key employees, indicating their role within your organization and the proposed project. Provide a list of all current Board Members, showing position and term. Provide a background of key project staff and relevant experience (include résumés).

Airianna Leveille, Economic Development Officer, (705) 672-3363 ext. 4137, aleveille@temiskamingshores.ca - 8 years experience in Municipal Administration.

Shelly Zubycck, Director of Corporate Services, (705) 672-3363 ext. 4107, szubycck@temiskamingshores.ca - 16 years experience in municipal administration

Stephanie Leveille, Treasurer, (705) 672-3363 ext 4121, sleveillee@temiskamingshores.ca

- 8 years of municipal accounting experience.

7. Please outline your capacity to deliver the project:

- Describe your organization's management and technical capacity as it relates to the proposed project;
- Describe other projects, similar in scope, that your organization has successfully undertaken;
- Describe your project management structure (e.g., steering/advisory committee, etc.);
- Define your project governance (where applicable).

The City has managed many similar projects over the past number of years. The present administration structure has enabled us to complete large projects within budget constraints and timelines.

The City has sufficient skills on site to oversee a project of this nature, however due to the significant time and expertise required to manage this scale and type of project, coordination will be completed by an external contractor. Due process will be adhered to for selection of said contractor.

Over the past few years, the City has led other major projects and events with the support of FedNor such as the 2014, 2015, 2016, 2017, 2018, 2019, 2022 as well as the 2021 (virtual edition) Northern Ontario Mining Showcases at PDAC, the 2019 and 2022 in person and 2021 (virtual edition) Northern Ontario Mining Showcase at CIM, the 2009 IPM and the Lake Temiskaming Tour project. Each of these required significant partnership development and logistics coordination and had the overall goal of generating positive economic impact to the region.

8. If the project is being carried out on behalf of a larger group, please identify the partners and describe their contributions to the project.

The City of Temiskaming Shores is the project lead and together with FedNor staff they will set the direction of the event and play a direct role in engaging Small and Medium Enterprises and organizations to participate as exhibitors. While not directly involved in planning and coordinating the event, communities and organizations from throughout Northern Ontario will play a support role in the project and assist the City in promoting the opportunity to prospective exhibitors in their respective communities. Other stakeholders that assist in promoting the event include Northern Ontario Community Future Development Corporations, the Northern Ontario Exports Program, MineConnect, the Ministry of Energy, Northern Development and Mines, the National Research Council, and IION. They will also encourage attendance by their government officials and partners.

9. Please identify any legislative or regulatory requirements that you must comply with in order to proceed with this project and how they can affect the timing and budget of your project. These may include federal or provincial regulations and municipal bylaws, resource stewardship agreements, etc.

n/a

PROJECT INFORMATION

1. Provide a detailed description of the project (purpose, activities, costs), with a clear description of measurable project goals and objectives. Will any of the following population groups be involved in and/or benefit from the project?

Indigenous Peoples Francophone Communities Women Youth

If so, ensure that you describe the anticipated impact or involvement.

The project consists of organizing and hosting a pavilion showcasing exhibitors from Northern Ontario at the Canadian Institute of Mining, Metallurgy and Petroleum (CIM) annual convention and trade show being held April 30 - May 3, 2023. The objective of the project is to build on the success of the NOMS events held at PDAC in 2015 - 20 & 2022 as well as the pilot NOMS events held at CIM in 2019 and 2022 along with the virtual NOMS events held in 2021.

The CIM Convention is a line-up of expert-led workshops, 3 full days of technical presentations covering different and innovative themes, networking opportunities, a student / young leaders' program, and a world-renowned trade show. Said trade show, called the CIM EXPO, is where we are proposing to host a northern pavilion that will showcase upwards of 60 northern Ontario businesses. The EXPO itself features hundreds of companies showcasing the latest in mining equipment, tools, technology, services and products. In 2022 the CIM EXPO consisted of 475 booths and welcomed 2,500 visitors.

The Northern Ontario Mining Showcase provides an opportunity for Northern SMEs and organizations that would otherwise be unable to participate in such a high caliber event to promote their products and services to international and domestic markets. We were successful in enticing 24 exhibitors for the May 2022 event which was held in Vancouver. We anticipate attracting upwards of 60 businesses to the Montreal event in 2023. The NOMS at PDAC has proven to be very successful at increasing the exporting efforts of northern

firms. Our goal with hosting the event for businesses from Northern Ontario at CIM is to provide an additional opportunity to grow Northern Ontario's market share within the sector.

Based on our past participation at CIM and the learnings gleaned at PDAC, we will maintain the overall look and feel of the event to ensure brand consistency. One of the benefits of participating as an exhibitor in NOMS events that has been identified by past participants is the prefabricated kiosks and custom graphics. For CIM 2023, we intend to once again have a pre-built exhibit, including custom exhibitor graphics as well as carpeting and hydro in place to ensure that the pavilion is easy for business to set up and make connections and potentially sales. We will continue to provide this both to facilitate participation and reduce costs for northern firms, and as a means of further solidifying the brand. We will also be creating similar promotional tools to encourage company participation and to entice attendees to visit the pavilion. We will also capitalize on the digital media program developed for the PDAC event to promote our event and exhibitors at CIM. In addition to pavilion specific costs, we also intend to secure the services of a third party coordinator to assist with logistics and coordination of the event. We will also be reserving a boardroom within the convention centre to provide meeting space options for exhibitors and partners.

In terms of benefiting specific population groups, we will pro-actively promote the opportunity to businesses that are owned and/or operated by indigenous peoples, women and youth. The NOMS events have seen significant participation from said groups with an average of 20% of NOMS exhibitors being owned and or operated by Indigenous peoples, women and/or youth.

2. Describe the strategic rationale to undertake the project now and how it was identified. Identify the significance of your project from the perspective of your organization, community, local industry and elsewhere. Also identify any adverse impacts the project might have on other Northern Ontario businesses.

The 2023 NOMS at CIM event will consist of a two and a half day networking trade show whereby Northern Ontario mining supply & service companies are provided with space to promote their products and services within a Northern Ontario Mining Showcase pavilion. This type of hands on, proactive approach helps to better position the businesses' service offerings and results in increased revenues, growth and job creation. The pavilion will be in Vancouver, which is the location of the CIM Convention. Various promotional efforts will be made prior to the event to attract people to visit the Northern Ontario exhibit.

Survey results from the 2022 CIM NOMS event indicate that 100% of the participating exhibitors generated quality business leads, over 90% indicated that they anticipate an increase in their export activities, and made sales on site. This clearly demonstrates that the showcase has a direct positive impact on Northern businesses. Survey results from those exhibiting in the NOMS at PDAC 2022 indicate that nearly 76% are interested in participating in a similar pavilion at other mining events such as CIM.

Providing a venue for Northern Ontario SMEs to directly promote their products and services to prospective clients increases the region's competitiveness in the marketplace. Upwards of 5,000 attendees are anticipated to visit the showcase at CIM, creating significant opportunities for exhibitors and partners to build their contact lists, network with colleagues, and promote their products and services.

It is also important to note that the Covid-19 pandemic, which was felt around the world, had a significant negative economic impact on all industries, including mining. The 2023 NOMS at CIM will provide an opportunity for the industry to continue to build momentum not only as a region but as a sector. The CIM event will be crucial for many businesses from Northern Ontario to reconnect with existing and prospective clients to ensure that relationships are intact and strong. A survey regarding supports needed as a result of Covid-19 on mining supply and service businesses in Northern Ontario was undertaken by MineConnect. The survey results clearly demonstrated that MSS companies will require support in the coming months and years if they are to survive the effects of the

pandemic. Many companies were required to lay off staff due to lost revenues and will be seeking assistance and resources to help in their recovery efforts. An affordable opportunity to get in front of prospective clients at an event such as CIM will be highly sought after as a means of bolstering business.

3. Estimated Start Date (YYYY-MM-DD): 2022-06-06	Estimated Completion Date (YYYY-MM-DD): 2023-06-30
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Identify key work plan activities and project timelines and milestones.
 Specific project activities include:
 1. Secure 5,000 sq. ft. at CIM to stage a pavilion;
 2. Recruit SME exhibitors;
 2. Exhibit 60 organizations and businesses of the mining supply and services sector from Northern Ontario;
 3. Utilize a professional team to design, build, modify, install, remove pavilion;
 4. Coordinate displays showcasing exhibitors;
 5. Hire a coordinator for the CIM event to work with pavilion design team, City of Temiskaming Shores and FedNor; develop and implement a promotional strategy; orient SMEs; manage the exhibition; develop a bilingual event program with exhibitor listings and descriptions; orient exhibitors; manage the exhibition pavilion site during CIM; and provide a final evaluation.
 6. Secure digital media team

Project Timelines & Milestones

July 2022	Hold planning session
Sept 2022	Confirm exhibitor application process
Oct 2022	Develop online application and registration forms and processes
Oct - Dec 2022	Exhibitor recruitment
Nov - Jan 2023	Design venue set-up and layout
Oct 2022 - Jan 2022	SME registrations
Feb -May 2023	Media relations
Mar - June 2023	Social and digital media strategy deployment
Feb - May 2023	Develop and coordinate exhibitor directory
Jan - May 2023	Exhibitor management (e.g. graphics; communications; FAQ etc.)
Nov 2021 - May 2023	Coordinate venue logistics (e.g. AV;staging;schedule; graphics,etc...)
Mar - May 2023	Promotion of event (emails; social media; articles; etc...)
Apr 2023	Survey development (showcase; leads; sales)
Apr 30 - May 3,2023	Host Northern Ontario Mining Showcase at CIM
May - June 2022	Event evaluations and reporting

It is to be noted that we have specifically requested details regarding any contingencies being implemented by CIM as a result of the Covid 19 pandemic and have been assured that the existing cancellation policy which clearly states that partial refunds will be provided, less an administration fee to cover any expenses incurred.

4. Identify the program priority that best fits your project. Describe how your project fits within the program's priorities and explain how it will achieve its results.

The project fits within FedNor's Business Growth and Competitiveness priorities and will provide the following benefits to Northern Ontario:

The Northern Ontario Mining Showcase at CIM will benefit Northern Ontario by delivering a positive message along with specific industry sector opportunities to attract new investment to Northern Ontario and new private sector clients for the Economic Development Agencies and organizations within the region.

This project will:

- Attract and increase new business contacts, clients, and potential leads that will result in new business and/or expansion of existing business through strategic alliances and joint ventures in Northern Ontario;

- Engender new innovation, research and development projects;
- Encourage new business start-ups and/or expansions with existing businesses in key strategic sectors;
- Expand capacity building for participating small and medium enterprises (SMEs), post-secondary institutions, economic development organizations, municipalities and not-for profits;
- Increase employment and wealth based jobs with strong multiplier economic impacts for the North;
- Strengthen community partnerships, encouraging them to work collaboratively on promoting Northern Ontario and closing new investment deals;
- Strengthen working relationships with provincial and federal investment attraction colleagues to benefit our communities, Ontario, and Canada;
- Provide Northern Ontario companies with an opportunity to recruit new graduates and help meet labour market needs;
- Build and strengthen working relationships Indigenous communities; and
- Provide an opportunity for female and Indigenous entrepreneurs and professionals within the industry to build relationships and their businesses.

5. Describe the economic benefits that are expected to accrue to Northern Ontario as a result of your project. Describe these within the context of short to medium term benefits (up to five years after project completion).

The NOMS has a well established track record of providing a valuable space for Small and medium enterprises (SMEs) from throughout Northern Ontario to increase their national and international connections in order to expand their capacity for further growth. 100% of participating exhibitors at PDAC 2020 indicated that their involvement with the project generated quality leads for their business, and these connections are now being made throughout the north. For CIM we anticipate attracting upwards of 25 businesses to exhibit in the NOMS and approximately 2000 visitors.

The success of the project will be determined based on the following KPI:

Additional Short Term KPI:

- Estimated number of attendees at CIM;
- Type of attendees at showcase (public vs. private);
- Number of businesses and company reps participating in showcase;
- Number of community and organization reps participating /visiting showcase;
- Value of showcase to participants (satisfaction survey results);
- Global number of leads generated by exhibitors;
- Number and value of sales generated;
- Number of new jobs created;
- Number of new partnerships and alliances developed;
- Number of female led, operated or owned businesses / organizations participating in the showcase;
- Number of Indigenous businesses / organization participating in the showcase;
- Number of Metis owned or operated businesses / organizations participating in showcase;
- Number of businesses / organizations operated or owned by youth;
- Number of businesses undertaking a physical expansion.

Longer term KPI:

- Number of businesses participating in programs or other similar events offered by project partners;
- Number of businesses expanding their sales to markets outside of Ontario;
- Number of businesses undertaking research & development (R&D) projects;
- Number of businesses adopting innovative technologies and approaches as a means of increasing productivity, safety, and sustainability;
- Number of collaborative projects undertaken and # of stakeholders involved.

6. Provide an estimate of the direct economic benefits that are expected to occur as a result of the project, between the project's start and end date. Provide estimates for only those indicators that are applicable to your project.

- a) How many jobs, in direct full-time equivalent (FTE), will be created or maintained as a result of this project? Indicate the occupational category and industry sector in which jobs will occur.
- b) How many businesses will be created, maintained, expanded or modernized as a result of this project? Indicate the sector in which these will occur.
- c) How many strategic alliances will be created or maintained as a result of this project? What type of organizations will be involved in these alliances?
- d) How many studies or plans will be developed or implemented as a result of this project? Describe the type of studies or plans to be developed or implemented.
- e) How many events will be held as a result of this project? Describe the type of events and the estimated number of participants.
- f) How many physical community or regional assets (e.g. industrial park, waterfront development, downtown revitalization) will be developed, modernized or expanded as a result of the project? Describe the type of asset.
- g) How many value-added products, processes, services, or technologies will be developed or commercialized as a result of the project? Describe these.
- h) How many new patents, licences, or copyrights will be pursued as a result of the project?
- i) How many innovation or technology-related assets (new technologies, research equipment) will be created, acquired, adopted or adapted as a result of this project?
- j) Describe any other economic benefits that are expected to occur as a result of this project.

The CIM Montreal event will provide access to new clients and markets that do not attend the events in the Eastern portion of Canada. It was stated that attendees to CIM Montreal will be from areas such as Ontario, QC, Manitoba, and eastern states. CIM also provides access to different staff than PDAC. We were advised that PDAC is company presidents and investors, while CIM generally attracts technical staff which provides different opportunities for our companies.

The continuation of the CIM event as part of the Northern Ontario Mining Showcase roster will enable companies to further expand markets outside of Ontario and to create new distribution opportunities across Canada and beyond. Various promotional efforts will be made prior to and during CIM to attract people to visit the Northern Ontario exhibit.

This event will act as a springboard in developing companies and community capacity for future engagement of new northern Ontario companies in trade and export initiatives. The goal is to build on these now established annual events to provide continuity and a phased approach to getting business ready for exporting and R&D initiatives.

Anticipated outcomes of this 2023 project include:

- A minimum amount of sales of \$1,500,000;
- 20 percent of SMEs with increased export sales (including out of province);
- 30 new jobs created;
- 60 exhibitors participating
- A minimum of 5 new partnerships created;
- An increase in new business contacts, clients and potential leads that would result in new business and/or expansion of existing business; and,
- A minimum of 1 training session.

7. Provide your plan for tracking the performance indicators identified above, describing how you will track, measure and evaluate the targeted results of your project.

Surveys will be completed by exhibiting SMEs to deem the level of value placed on their respective participation in the Showcase. These surveys will include questions regarding the value of the showcase and learnings acquired, the likelihood of participating in future programs, value of contacts made, potential for business opportunities generated, number and value of sales, jobs created, etc. The following short term KPI will be also identified based on event day stats and will be evaluated via participant surveys and staff input:

- Number of businesses and company reps participating in showcase;
- Number of community and organization reps visiting showcase;
- Value of showcase to participants (satisfaction survey results);
- Global number of leads generated by exhibitors;
- Number and value of sales generated;
- Number of new partnerships and alliances developed;
- Number of businesses with increased capacity to do business outside of Ontario.

The following longer term Key Performance Indicators (KPI) will also be identified, where

possible, via input from FedNor, ENDM / TIM / Northern Exports Program / MineConnect regarding participation in missions and other export initiatives and/or expansion projects due to increased sales resulting from event participation:

- Number of businesses exporting or increasing sales outside of Ontario;
- Jurisdictions to which businesses are making sales;
- Number of businesses undertaking Research & Development (R&D) projects due to NOMS;
- Number of business expansions as a result of NOMS (physical; products & services)
- Number of businesses adopting innovative technologies and approaches as a means of increasing productivity, safety, and sustainability;
- Number of collaborative projects undertaken and # of stakeholders involved.

8. Will consultants be hired as part of the project?

Yes No

If yes, please attach:

- Terms of Reference
- List of candidate consulting firms
- Request(s) for Proposals
- Consultant's Statement of Work (if already selected)
- Outline of the selection process
- Copy of evaluation form(s) and criteria

9. Will the project have an impact on one or more Indigenous communities?

Yes No N/A

If yes, please provide details regarding consultations held (to be held) with the Indigenous communities affected, dates and participants involved.

Keepers of the Circle, Nishnawbe Aski Development Fund, the Centre for Excellence in Indigenous Mining, Waubetek, the Anishnawbe Business Professional Association and Wabun Tribal Council all participate in the NOMS project and find the program beneficial to their respective organizations and clients.

10. Identify individuals/organizations with whom you have consulted regarding your project (e.g. Community Futures Development Corporations, provincial ministries, economic development agencies, etc.), and indicate their position. Letters of support may be attached.

This project will solely be supported by FedNor. Northern Ontario CFDC's and provincial ministries and northern Ontario municipal staff will be advised of the project and asked to ensure that SME's in their respective regions are aware of the opportunity.

ENVIRONMENTAL IMPACTS

Under the Canadian Environmental Assessment Act, 2012 (CEAA 2012) FedNor is required to ensure that projects and/or activities that occur on federal/reserve lands and/or designated projects as defined by section 84 requiring authorization by the department do not cause significant adverse environmental effects.

1. Has your project been screened under the Canadian Environmental Assessment Act, 2012 (CEAA 2012)?

Yes No

If no, please complete the following checklist:

Is the project on federal lands? Please consult the Definitions section of the Act for what constitutes Federal Lands:

<https://laws-lois.justice.gc.ca/eng/acts/C-15.21/page-1.html#h-1>

Yes No Unsure

Does the project meet the criteria of a "Designated Project" per CEAA 2012? Please consult the list of Physical Activities:

<https://laws-lois.justice.gc.ca/eng/regulations/sor-2012-147/page-3.html#docCont>

Yes No Unsure

PROJECT COSTS AND FUNDING SOURCES

1. Identify and substantiate detailed project costs.

Please list by key expense categories or type of costs.

PROJECT COST CATEGORY	TOTAL COSTS	REQUESTED FROM FEDNOR	APPLICANT	OTHER FUNDER(S)
Consulting Fees	\$27,000.00	\$27,000.00	\$0.00	\$0.00
Event Facility Rental	\$200,000.00	\$200,000.00	\$0.00	\$0.00
Event Costs - Other	\$180,000.00	\$150,000.00	\$0.00	\$30,000.00
Marketing / promotion	\$25,000.00	\$25,000.00	\$0.00	\$0.00
Travel	\$10,000.00	\$10,000.00	\$0.00	\$0.00
TOTAL	\$442,000.00	\$412,000.00	\$0.00	\$30,000.00

2. Please indicate other sources of funding.				
OTHER FUNDING SOURCE	FUNDING SOURCE NAME	FINANCING TYPE (e.g. cash, in-kind, repayable or non-repayable, etc.)	AMOUNT	CONFIRMED
Private Sector	exhibitors	cash	\$30,000.00	<input type="radio"/> Yes <input checked="" type="radio"/> No

3. Have you already incurred costs or made legal commitments related to the project? Yes (if yes, please describe) No

4. Please complete the table if revenue will be generated during or as a result of your project.

	YEAR 0	YEAR 1	YEAR 2	YEAR 3
Project Related Revenues				
Project Related Expenses				
Surplus/Deficit				

If a surplus is expected, please indicate the intended use of the projected surplus.
 Revenues in the form of SME exhibitor space bookings will be generated but will be utilized to offset project costs. In the event of a surplus, said dollars will be set aside as legacy funds to host events supporting Northern Ontario mining supply and service businesses in the future.

5. Describe the impact of FedNor's contribution in terms of the scope, location and timing of your project. Also enclose a monthly cash flow projection for your organization and project, clearly indicating expenditure and revenue streams.
 FedNor's support is imperative to ensure the success of this project. Without FedNor support, the City of Temiskaming Shores would be unable to host the event. The Northern Ontario Mining Showcase has grown to become a priority promotional activity for the MSS sector in Northern Ontario. Given that our objective is to build capacity and showcase the North as being a region that is home to state of the art technology and high quality product and services, it will be key to project an image that is on par. We are looking to continue creating an impactful event that benefits all those involved and has long term advantages for Northern Ontario.

Since 2015, the Northern Ontario Mining Showcase has by far been the most significant measurable project that the City of Temiskaming Shores has been lucky enough to lead. With FedNor support we have been able to expand the event at PDAC, nearly tripling our floorspace and doubling the number of participating businesses from Northern Ontario and prompting an expansion to host a similar event at CIM.

The NOMS has become the "go-to" location for communities, partners and businesses from Northern Ontario at PDAC and we anticipate a similar effect at CIM. The NOMS at PDAC has hosted various Ministers and officials representing the federal and provincial governments, Chiefs from several indigenous communities, business leaders from throughout the globe, presentations and panels on topics related women in mining, indigenous joint ventures, climate change and BEVs along with business launches and live demos. It has generated significant positive media attention showcasing FedNor and the City of Temiskaming Shores as strong supporters of Northern Ontario's MSS sector.

It is important to note that one of the key reasons we have chosen to limit the event to participation cost for exhibitors is to keep it affordable for SMEs from throughout the north. Failing to secure public funding would result in a significant registration fee per exhibitor, not including travel related costs, which would likely discourage companies on the "cusp" from opting in.

SUPPORTING DOCUMENTATION

1. The following documents must be provided to FedNor along with your application. Incomplete submissions will not be processed until all the necessary information is received.

ENCLOSED	YES OR NO
Audited financial statements (last two fiscal years) and interim financial statement (if available)	<input checked="" type="radio"/> Yes <input type="radio"/> No
Applicant Declaration On Lobbying	<input checked="" type="radio"/> Yes <input type="radio"/> No
Monthly cashflow projection	<input checked="" type="radio"/> Yes <input type="radio"/> No
Business plan or feasibility study (if available)	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A
Environmental Assessment Screening Report (if required)	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A
Proof of registration or incorporation (if first time applicant)	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A

<i>Documents related to the selection of consultants (if applicable):</i>		
• Terms of Reference	<input type="radio"/> Yes	<input type="radio"/> No <input checked="" type="radio"/> N/A
• List of candidate consulting firms	<input type="radio"/> Yes	<input type="radio"/> No <input checked="" type="radio"/> N/A
• Request(s) for Proposals	<input type="radio"/> Yes	<input type="radio"/> No <input checked="" type="radio"/> N/A
• Consultant's Statement of Work (if already selected)	<input type="radio"/> Yes	<input type="radio"/> No <input checked="" type="radio"/> N/A
• Outline of the selection process	<input type="radio"/> Yes	<input type="radio"/> No <input checked="" type="radio"/> N/A
• Copy of evaluation form(s) and criteria	<input type="radio"/> Yes	<input type="radio"/> No <input checked="" type="radio"/> N/A

CERTIFICATION

On behalf of the Applicant, I hereby acknowledge and/or certify that:

- (a) I have authority to submit this application on behalf of the Applicant and evidence of this authority will be provided upon request.
- (b) I confirm that the Applicant is current on all obligations to the federal government; that the execution of the proposed project will not prevent the Applicant from continuing to meet these obligations and from maintaining the economic benefits anticipated by the other agreements; and that these obligations will not preclude the Applicant from fulfilling its obligations under the proposed project.
- (c) The Applicant is under no obligation or prohibition, nor is it subject to, or threatened by any actions, suits or proceedings, which could or would affect its ability to implement this proposed project.
- (d) The information provided herein is complete, true and accurate and I undertake to provide any further information that may be required for Industry Canada/FedNor to render a decision in a timely manner.
- (e) Project costs incurred by the Applicant in the absence of a signed funding agreement with Industry Canada/FedNor are incurred at the sole risk of the Applicant and, even if the project is approved for funding any such costs may not be considered eligible for Industry Canada/FedNor assistance.
- (f) Information provided to Industry Canada/FedNor will be treated in accordance with the *Access to Information Act* and the *Privacy Act*. These laws govern the use, protection and disclosure of personal, financial and technical information by federal government departments and agencies. Information provided to Industry Canada/FedNor is secured from unauthorized access.
- (g) Any former public office holder or public servant employed by the Applicant is in compliance with the provisions of the *Values and Ethics Code for the Public Sector*, the *Policy on Conflict of Interest and Post-Employment* and the *Conflict of Interest Act*.
- (h) The Applicant recognizes that projects listed in the [Regulations Designating Physical Activities](#) may require an environmental assessment under *Canadian Environmental Assessment Act 2012*.
- (i) The Applicant agrees to comply with [official language obligations](#), where applicable, depending on the nature of the project and the targeted clientele.
- (j) Funding may be conditional upon Canada satisfying any Indigenous consultation, and where required, accommodation of obligations arising from the implementation of this project.
- (k) This application does not constitute a commitment by Industry Canada/FedNor for financial assistance.

By submitting this application, I certify that Industry Canada/FedNor funding is required in order for the project to proceed, and agree that Industry Canada/FedNor may make the enquiries it deems necessary to evaluate the application.

Submitting Your Application:

You are about to submit your proposal for funding. Once your application has been received by Industry Canada/FedNor you will receive a confirmation email / letter and a file number for further reference. Please ensure you have correctly noted your contact information on this form.

Signed at: City of Temiskaming Shores On this date (YYYY-MM-DD): 2022-06-28

Title: Shelly Zubycck, Director of Corporate Services

Signature (Officer with signing authority for the Organization): 

Subject: Appointment of Volunteer Firefighters

Report No.: PPP-003-2022

Agenda Date: July 12, 2022

Attachments

None

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-003-2022; and
2. That Council hereby appoints Charles Amyot as Volunteer Firefighter to the Temiskaming Shores Fire Department in accordance with the Recruitment and Retention Program.

Background

In an effort to fill a vacancy within the department at Station #3 and to help ensure adequate staffing levels are maintained, the Department is seeking to fill a Volunteer Firefighter positions at Station #3.

Analysis

Section 4.02 of Schedule "A" to By-law 2008-030, being the Fire Department Establishing and Regulating By-law for the Temiskaming Shores Fire Department, states that for the purposes of ensuring adequate staffing, twenty (20) shall be used as a guideline for the minimum number of firefighters per District Station and in no case shall the number of firefighters per District Station exceed twenty-five (25).

Based on the identified need to fill a vacancy at Station #3 an interview with the candidate was conducted by the Station Officers' and the Fire Chief. Subsequently a recommendation from the District Chief of Station #3 was provided to the Fire Chief requesting consideration of the appointment of Charles Amyot as Volunteer Firefighter to the Temiskaming Shores Fire Department.

The candidate being recommended has demonstrated a strong desire to be a member of the Temiskaming Shores Fire Department team. This coupled with his work experience, makes him an excellent candidate for the position he is being recommended for.

Relevant Policy / Legislation / City By-Law

- By-Law No. 2016-040, Temiskaming Shores Fire Department Recruitment and Retention Program.
- By-Law No. 2008-030, 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 2022 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 departments operational budget.

Staffing implications associated with the proposed appointments are limited to normal administrative functions and duties, and the requirement to fill vacant positions 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 (two members on leave),
- 21 members Station #2, and
- 22 members Station #3 (one member on leave).

Alternatives

No alternatives were considered

Submission

Prepared by:

Steve Langford

Steve Langford
Fire Chief

Reviewed and submitted for Council's
consideration by:

"Original signed by"

John Telfor
City Manager

Memo

To: Mayor and Council
From: Mitch McCrank, Manager of Transportation Services
Date: July 12, 2022
Subject: Extension – Rental Agreement with Jade Equipment Company Ltd.
For short-term rental of Winter Graders
Attachments: Appendix 01: By-Law 2021-095 and amending By-Law 2021-166
Appendix 02: Draft By-law to further Amend By-law No. 2021-095
(Please refer to By-law No. 2022-123)

Mayor and Council:

In preparation for the upcoming year, expiring Public Works agreements were identified and reviewed to make sure nothing was neglected. One of which that was identified was the Rental Agreement with Jade Equipment Company Ltd. For the short-term rental of one (1) Tandem Drive Motor Grader and two (2) 6-Wheel Drive Graders. It was awarded to Jade Equipment in 2021 with rental dates of November 1st , 2021 to April 1st, 2022.

Appendix 01 to Schedule “A” to By-law No. 2021-095 acknowledged a contract extension clause to stipulate “Rental Term can be extended additional year(s) based on mutually agreed terms and conditions.”

Considering all the information available including: the availability of equipment and commitment to hold the current prices, an extension for the one-year period was offered. Jade agreed to the extension and willingness to continue with the original terms and conditions, including prices for rental rates per month and delivery fees. Further, it is recommended to include a provision in the By-law to allow for the delegated authority to the Mayor and Clerk to execute any required documentation on behalf of the City of Temiskaming Shores as required under the Jade Equipment Rental Agreement providing the documentation does not create any financial liability for the City. It is anticipated that Jade Equipment will be providing a supplemental agreement outlining the exact unit numbers, makes and models and conditions to be signed by the Mayor and Clerk at the start of the Rental dates. This equipment rental agreement was an amendment to By-Law 2021-095 under By-law 2021-166.

As a result, it is staff’s recommendation to extend the Rental Agreement with Jade Equipment Company Ltd. for new rental dates of November 1st, 2022, to April 1st, 2023. There will be no additional cost to the City as this is keeping those same prices and is a budgeted amount with the Transportation Winter Control Operating budget.



Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

Mitch McCrank
Manager of Transportation Services

John Telfer
Interim City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2021-095

Being a by-law to enter into a Rental Agreement with Jade Equipment Company Ltd. for the short-term rental of one (1) Tandem Drive Motor Grader and two (2) 6-Wheel Drive Graders

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-015-2021 at the June 15, 2021 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into a Rental Agreement with Jade Equipment Company Ltd. for the short-term rental of one (1) Tandem Drive Motor Grader at a rate of \$5,200 per month, and two (2) 6-Wheel Drive Graders at a rate of \$5,800 per month (per unit), and associated delivery costs of \$1,400, per unit (one way), plus applicable taxes, for consideration at the June 15, 2021 Regular Council meeting.

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

1. That the Mayor and Clerk be authorized to execute a Rental Agreement with Jade Equipment Company Ltd., for the short-term rental of one (1) Tandem Drive Motor Grader at a rate of \$5,200 per month, and two (2) 6-Wheel Drive Graders at a rate of \$5,800 per month (per unit), and associated delivery costs of \$1,400, per unit (one way), plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 15th day of June, 2021.

Mayor

Clerk



Schedule “A” to

By-law 2021-095

Agreement between

The Corporation of the City of Temiskaming Shores

And

Jade Equipment Company Ltd.

for the Supply and Delivery of one (1) rental of a Tandem Drive Motor Grader and two (2) rentals of a 6-Wheel Drive Graders

This agreement made this 15th, day of June, 2021.

Between:

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

and

Jade Equipment Company Ltd.
(hereinafter called "the Supplier")

Witnesseth:

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

Article I:

The Supplier will:

- a) Provide one (1) Tandem Drive Motor Grader and two (2) 6-Wheel Drive Graders on a rental basis, in accordance to the specifications contained in their submission in relation to the following:

**Corporation of the City of Temiskaming Shores
Request for Quotation (PW-RFQ-009-2021)
Supply and Delivery – Motor Grader**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto as Appendix 01 and forming part of this agreement.

Article II:

The Owner will:

- a) Pay the Supplier in lawful money of Canada, plus applicable taxes, for the rental of motor graders, subject to additions and deductions as provided in the Contract Documents, based on the following criteria:

Term	Description	Rental/mnth/unit	Total Cost
5 Months (November 1, 2021 to April 1, 2022)	Monthly Rental Fee for Tandem Drive Motor Grader	\$5,200.00	\$26,000.00
5 Months (November 1, 2021 to April 1, 2022)	Monthly Rental Fee for 6 Wheel Drive Motor Grader (per unit)	\$5,800.00	\$58,000.00 (x2)
	Delivery (per unit- one way)	\$1,400.00	\$8,400.00 (x6)
Total			\$92,400.00

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

Article III:

All communications in writing between the parties 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 Supplier:

Jade Equipment Company Ltd.
47 Forest Plain Road
Ore-Medonte, Ontario
L3V OR4

The Owner:

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

Remainder of Page left Blank Intentionally

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

Signed and Sealed in
the presence of

Jade Equipment Company Ltd.

Ric Ross – Vice President and General Manager

Municipal Seal

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

Mayor – Carman Kidd

Clerk – Logan Belanger



Appendix 01 to
Schedule "A" to

By-law No. 2021-095

Form of Agreement

The Corporation of the City of Temiskaming Shores

By-law No. 2021-166

Being a by-law to amend By-law No. 2021-095 to enter into a Rental Agreement with Jade Equipment Company Ltd. for the short-term rental of one (1) Tandem Drive Motor Grader and two (2) 6-Wheel Drive Graders

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

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

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

Whereas Council considered Administrative Report No. PW-015-2021 at the June 15, 2021 Regular Council meeting, and adopted By-law No. 2021-095 to enter into a Rental Agreement with Jade Equipment Company Ltd. for the short-term rental of one (1) Tandem Drive Motor Grader at a rate of \$5,200 per month, and two (2) 6-Wheel Drive Graders at a rate of \$5,800 per month (per unit), and associated delivery costs of \$1,400, per unit (one way), plus applicable taxes; and

Whereas Council considered Memo No. 020-2021-PW at the November 2, 2021 and directed staff to prepare the necessary by-law to amend By-law No. 2021-095 for the addition of a rental agreement as Appendix 02 to Schedule A, for consideration at the November 2, 2021 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. 2021-095, be amended by adding Appendix 02, titled Rental Agreement, a copy of which is attached hereto as Schedule "A" and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 2nd day of November, 2021.



Mayor



Clerk (DEPUTY)



Schedule "A" to

By-law 2021-166

Being a by-law to amend By-law No. 2021-095 to enter into a Rental Agreement with Jade Equipment Company Ltd. for the short-term rental of one (1) Tandem Drive Motor Grader and two (2) 6-Wheel Drive Graders



Appendix 02 to
Schedule "A" to

By-law No. 2021-095

Rental Agreement

Equipment Rental Agreement

47 Forest Plain Road, Orillia, Ontario L3V 6H1
Ph: (705) 325-2777 Fax: (705) 325-9777
TOLL FREE: 1-866-404-5233



Agreement of Rental made this 19th day of October, 2021, in the Province of Ontario
By and Between:

JADE EQUIPMENT CO. LTD.
47 Forest Plain Road
Oro-Medonte, Ontario
L3V 0R4

Hereinafter called the "Lessor",
(address for all purposes hereof)
Of the One Part

AND
CITY OF TEMISKAMING SHORES
325 Farr Drive
Haileybury, ON P0J 1K0
705-672-3363
Steve Burnett; Manager of Transportation Services

Hereinafter called the "Lessee"
(Address for all purposes hereof)
Of the Other Part

Witnesseth: That the Lessor and Lessee have mutually agreed as follows:

1. The Lessor hereby leases to the Lessee under the terms and conditions of this Agreement including the General Conditions printed on the reverse side of this sheet the equipment described and identified under the heading Details of Equipment (hereinafter called the equipment) for use at such location for such guaranteed minimum time and at such rental rates as therein stated.
2. The Lessor shall deliver the Equipment on or about October 29, 2021, to Aknor Construction, in good condition and working order for shipment to the Lessee. Delivery costs are \$1400.00 (all taxes extra) per grader per way.
3. The Lessee declares that the Company or Agent carrying the insurance covering the Equipment whilst in his possession in accordance with paragraph 12 of the General Conditions will be - **TO BE PROVIDED BY LESSEE**
4. This Agreement will be interpreted according to the laws of the Province of Ontario.

DETAILS OF EQUIPMENT

- | | |
|-----------------------------|---|
| 1. Items of equipment | a) One (1) 2010 Volvo G976 Motor Grader
b) One (1) 2009 Volvo G976 Motor Grader
c) One (1) 2015 Volvo G970 Motor Grade |
| 2. To be used at or near | Temiskaming Shores, Ontario |
| 3. Identification number | a) Stock # E005142 S/N: VCE0G976A0S525064
b) Stock # E005220 S/N: VCE0G976C0S525068
c) Stock # E005063 S/N: VCE0G970C0S530105 |
| 4. Value of equipment | a) \$132,600.00 All taxes extra.
b) \$132,600.00 All taxes extra.
c) \$169,800.00 All taxes extra. |
| 5. Guaranteed rental period | Five months |
| 6. Rental rate | a) \$5,800.00 per month. All taxes extra.
b) \$5,800.00 per month. All taxes extra.
c) \$5,200.00 per month. All taxes extra. |
| 7. Security Deposit | \$ N/A |

8. Rental Checklist Completed (yes)

GENERAL CONDITIONS

1. THE RENTALS PERIOD:

The rental period shall commence on and include the date of actual delivery of the Equipment to the Lessee or the Lessee's agent, including any public carrier taking same for transit to the Lessee;

The rental period shall end on and include the date of actual delivery of the Equipment to the Lessor, its nominee or agent, including any public carrier taking same for transit to the Lessor, its nominee or agent; provided always that such return to the Lessor shall not operate to reduce any minimum rental period which may have been stipulated. See section 2 below.

The term of this agreement shall be automatically extended from the expiration date of any such minimum rental period, unless the Equipment shall have been returned to the Lessor, or either of the parties shall have given written notice of termination to the other, on or before the expiration date. Failing return of the equipment, or written notice as above, the minimum term of rental shall be automatically extended as follows: where the rental rate has been quoted by the week, extension shall be for one week and thereafter from week to week; where the rental rate has been quoted by the month, extension shall be for one month and thereafter from month to month; where the rental rate has been quoted by the year, extension shall be for one year and thereafter from year to year. All the terms, covenants and conditions herein, including the rents and charges, shall be applicable during any extended term or renewal.

2. CALCULATION OF RENTAL CHARGES:

- (a) Monthly rental rates are for a minimum period of one month, computed from the date of commencement of the rental period up to but not including the same date in the next calendar month, and shall apply when the number of hours the equipment is operated in any one month does not exceed one hundred eighty (180) hours. See special conditions.
- (b) Weekly rental rates are for a minimum period of one week, from the day of commencement of the rental period up to but not including the same day in the following week and shall apply when the number of hours the equipment is operated in any one week does not exceed 40 (forty) hours.
- (c) Daily rental rates are for a consecutive period of twenty-four hours or less in which the number of hours the equipment is operated shall not exceed 8 (eight) hours.
- (d) Overtime charges. Where equipment is operated in excess of the above stated hourly maximal, such excess shall be charged at 1/180th of the monthly rate for each hour in excess of 180 worked in any 30 consecutive day period: 1/40th of the weekly rate for each hour in excess of 40 worked in any one weekly period: 1/8th of the daily rate for each hour worked in excess of 8 hours in any one day. The Lessee agrees to notify the Lessor if any article of Equipment is operated in excess of 180 hours per month, or pro rata for shorter rental periods, and to pay the additional rental above provided. See special conditions.
- (e) After the minimum monthly or weekly rental period has expired, the rental payable for a fraction of any succeeding period shall be the proportionate part of the applicable rental rate according to the number of calendar days in such fraction.
- (f) Rental rates shall not be subject to any deduction for any non-working time during the rental period, nor because the Lessee returns the equipment to the Lessor before the expiration of such period.

- 3. PAYMENT:** The rental for the minimum rental period is payable before delivery of the Equipment. Other rentals are due and payable monthly or weekly, as the case may be, in advance. All rental payments are to be made to the office of the Lessor at the above-designated address. All overdue payments shall bear interest at the rate of twenty-four (24)

per cent per annum, but the acceptance of this interest shall not waive the Lessor's right hereinafter stipulated to terminate this Agreement.

- 4. LOADING, UNLOADING AND TRANSPORTATION:** The Lessor, at its own expense, shall load the equipment for transit to the Lessee and unload it upon return, and shall pay all demurrage charges accruing at its own shipping or receiving point.

The Lessee, at his (its) own expense, shall do all other loading, unloading, installing, dismantling and hauling, and shall pay all demurrage charges accruing at its own shipping or receiving points.

The Lessee shall pay all transportation charges from and to the Lessor's shipping and receiving points, including insurance.

If shipping instructions are not furnished by the Lessee, the Lessor may ship the equipment in accordance with its own judgement.

5. RESTRICTION AS TO USE:

Lessee agrees to use the equipment only as instructed and within its rated capacity. Lessee agrees that the equipment shall not be operated:

- (a) By any person under the age of 21 years.
- (b) By any person not in possession of the permit or license required by any applicable law or ordinance.
- (c) In any race or speed test or contest.
- (d) To propel or tow any vehicle. (Note: If the equipment is designed for this purpose and rental contemplates such service, delete and initial this provision.)
- (e) By any person while under the influence of intoxicants or narcotics.
- (f) For any illegal purpose.
- (g) Recklessly as to speed or otherwise.
- (h) Outside of the stated area of use, without the prior consent of the Lessor.
- (i) Contrary to instructions governing its use.

6. MAINTENANCE, OPERATION AND REPAIRS:

- (a) The Lessee shall provide and pay for, at its own expense, all fuel, oil, lubrication, electric power, servicing and maintenance for each article of Equipment, including repairs, parts, supplies, labor and tools, as may be required. The Lessor shall not be obligated to make any repairs or replacement of parts, attachments, accessories, equipment or otherwise.
- (b) The Lessee shall, at its expense, at all times during the term hereof, maintain each article of Equipment in good operating order, repair and appearance, and shall not remove, alter, disfigure or cover up any numbering, lettering or insignia displayed upon the Equipment, nor without the prior approval of the Lessor, affix or install any accessory, attachments and devices furnished or affixed to such Equipment shall thereupon, unless otherwise agreed in writing, become the property of the Lessor.
- (c) It is understood and agreed that the Lessee shall cause the equipment to be operated only by competent employees and shall pay all expenses of operation and shall, in effecting maintenance and repairs, have such work performed only by qualified persons who are satisfactory to the Lessor.
- (d) Maintenance of the Equipment shall include, without limiting the generality of the foregoing, all routine lubrication, oil changes and adjustments that are to be performed in accordance with the recommendations of the manufacturer and/or the Lessor.

- 7. RETURN OF EQUIPMENT:** The Lessee agrees to return the equipment and its appurtenances to the Lessor in good repair and operating condition. The Lessee shall indemnify the Lessor against all loss or damage to Equipment during the rental period and the appraisal of any such loss or damage shall be based upon the value stated in the Details of Equipment, provided,

however, that the Lessee shall only be liable for such shortages or damages as shall be notified to it in writing by the Lessor within two weeks after receipt by the Lessor, its nominee or agent of the Equipment concerned.

8. **LIABILITY:** The Lessee assumes all risk and liability for each article of Equipment leased hereunder and for the use, operation, storage and return delivery thereof and damages for injuries and death to persons and property howsoever arising therefrom and shall save and hold the Lessor harmless from any and all of the following; all claims and liens for storage, labor and materials and all loss of and damage to said Equipment and all loss, damage, claims, penalties, liability and expense, including attorneys' fees, howsoever arising or incurred because of said Equipment during the pendency of the lease thereof or the return delivery thereof to the Lessor, its nominee or agent or the storage, maintenance, use or operation thereof.

The Lessee hereby renounces all claims which he (it) may have against the Lessor for any loss or damage which he may suffer either direct or indirectly, by reason of the condition of the equipment or its suitability for the work it may be required to perform.

9. **INSPECTION:** Before the Equipment is loaded for transit to the Lessee, the latter may have an inspection thereof made by a competent authority and if the Equipment is proven not to be substantially in the condition required by this Lease, then the cost of such inspection shall be paid by the Lessor.

If the Lessee fails to have such inspection made or accepts such Equipment after such inspection has been made, the Equipment shall be presumed for all purposes hereof to be in good condition and running order when delivered to the carrier. The Lessee's right of inspection shall be in lieu of any warranties or guarantees and it is agreed that the Lessor makes no warranty or guarantee whatsoever as the Equipment or its performance.

The Lessor shall have the right at any time to enter upon the premises occupied by the Equipment and shall be given free access thereto and afforded all necessary facilities for the purpose of inspecting the Equipment.

The Lessor shall have the right to inspect the Equipment at the Lessee's shipping point prior to reshipment and shall be notified prior to such reshipment and given ample opportunity to make such inspection.

10. **TITLE:** Title to the Equipment shall at all times be and remain vested in the Lessor and nothing contained in this Lease shall be deemed to have the effect of conferring upon the Lessee any right or title whatsoever, in or to the Equipment, other than that of a Lessee.

The Lessee shall give the Lessor immediate notice in case any of the Equipment is levied upon or from any cause becomes liable to seizure.

The Lessee agrees to notify in writing the landlord of the premises where any article of Equipment may be kept to the effect that such Equipment is the property of the Lessor, and further agrees not to allow the equipment or its accessories to be pledged or encumbered by mortgage or otherwise.

11. **DEFAULT:** If the Lessee fails to make any payment when it becomes due, or if a trustee shall be appointed for the Lessee or the Lessee shall make an assignment for the benefit of creditors or be the subject of any proceeding under the Bankruptcy Act or become insolvent or attempt to remove, sell, transfer, encumber, sublet or part with possession of any article of Equipment leased hereunder or do any act or thing tending to impair the title of the Lessor; or should the Lessee overload the equipment or tax it beyond its capacity, or fail to maintain and operate or to return the equipment as provided by this agreement, or violate any other provision hereof, the Lessor may at its option and without notice to the Lessee:

- (a) Proceed by appropriate court action to enforce performance by the Lessee of the applicable covenants and terms of this lease or to recover damages for the breach of such covenants and terms hereof; or
- (b) Terminate this agreement whereupon Lessee's rights under the agreement shall cease and upon demand Lessee shall deliver all equipment rented hereunder to Lessor at the

Lessor's place of business or that of his nearest authorized representative, as the Lessor may direct. If in the sole opinion of the Lessor, the Lessee should fail to deliver promptly the said equipment, or any of it, Lessor may, directly or by its agents, enter upon any premises of the Lessee or other premises where any of the said articles of equipment may be, without notice or legal process and without becoming liable for trespass, and take possession thereof and hold and possess the same free from any right of the Lessee, its successors and assigns, including any receiver, trustee in bankruptcy or creditor of the Lessee, and Lessee waives all claims of any kind for any loss or expense caused by such repossession; but the Lessor shall, nevertheless, have the right to recover from the Lessee any and all amounts, including rents which under the terms of this lease may be due and unpaid, together with any damages in addition thereto which the Lessor may have sustained by reason of the breach of any covenant or covenants of this lease, together with such expenses as shall have been incurred in the seizure of the items of equipment or in the enforcement of any of the Lessor's rights or privileges hereunder.

In the event of Lessor's termination under sub-paragraph (b) or of any legal proceedings by Lessor to recover damages for any default by Lessee hereunder, it is agreed that the actual amount of damages resulting would be difficult in not impossible to ascertain in view of the specialized nature of the equipment, the planning and forecasting by Lessor of its facilities, investment and interest costs over the term of the agreement, and the computation of rental charges hereunder being based upon Lessee's business and type of operations, among other factors. Therefore, Lessee agrees to pay Lessor, at Lessor's option, in addition to back rentals due and owing, and in addition to the cost of meeting any liability and of making good any material damage as provided by any other clause of this agreement, an amount equal to 30% of the aggregate rentals charges for the unexpired portion of the term of this agreement, not as a penalty, but as and for liquidated damages.

12. **INSURANCE:** Lessee, at its own expense, shall carry adequate public liability insurance against bodily injury, including death, and against property damage, all such insurance to protect both the Lessor and the Lessee, and shall also keep each item of Equipment, insured at the full insurable value thereof under extended coverage, with losses, if any, payable to the Lessor as its interest may appear. All insurance shall be in amounts and companies acceptable to the Lessor and the Lessee under-takes to deliver promptly to the Lessor evidence of such insurance. Such insurance shall be kept in effect from the time the equipment is shipped by the Lessor until it is returned to the Lessor, its nominee or agent.
13. **BOND:** If requested by the Lessor, the Lessee, at the latter's own expense, shall furnish a bond satisfactory to the Lessor, in an amount equal to the value of the Equipment as stated in the Details of Equipment, to insure the fulfillment of the Lessee's obligation under this Lease.
14. **POSSESSION:** Each article of Equipment hereby used shall be used solely in the conduct of the Lessee's business and within Lessee's possession and under its control, and shall not be used in whole or in part by others than the Lessee or its employees.
15. **TAXES:** Lessee shall be liable for and will reimburse Lessor for amounts equal to any taxes, fees, assessments or licenses levied or based upon the equipment or the use or operation thereof during the currency of this lease.
16. **NOTICE:** Wherever the giving of a notice is required by this Lease, such notice shall be given in writing and shall be considered for all purposes hereof to have been received on the next juridical day after that on which the notice is mailed by registered post with mailing charges prepaid.
17. **SUBLETTING:** None of this equipment shall be sublet by the Lessee, nor shall he (it) assign or transfer any interest in this Lease without the previous written consent of the Lessor. The Lessor may assign this agreement at any time without notice to the Lessee.
18. **NON-WAIVER:** Time is of the essence. Lessor's failure at any time to require strict performance by Lessee of any of the provisions hereof shall not waive or diminish Lessor's right thereafter to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default.

19. SHIPPING INSTRUCTIONS: The Lessor is to deliver the equipment to:

**City of Temiskaming Shores
Public Works Shop
200 Lakeshore Road N.
New Liskeard, ON P0J 1P0**

on or about the 29th day of October, 2021, for shipment to the Lessee.

SPECIAL CONDITIONS

The following Special Conditions form part of this Lease and in the event of there being a conflict between the provisions of the Special Conditions and those of the General Conditions, the Special Conditions shall prevail:

HOURS IN EXCESS OF 500 PER MACHINE ARE BILLED AT \$50.00/HOUR (PLUS HST)

Lessee will be responsible for all damage, corrosion, etc., other than normal wear and tear and is the sole opinion of JADE EQUIPMENT CO. LTD.

Upon return of the machine, the Lessee will be charged for the following items:

- Cost to steam clean unit if required**
- Cost to repair any damages sustained while in the Lessee's possession**
- Cost to change engine oil and filter, and air filter as required. (OVER 200 HOURS)**
- Costs to replace wear items (ie. cutting edges)**

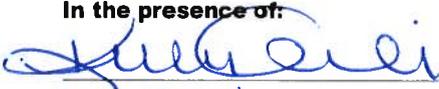
Lessee/Buyer acknowledges receipt of a copy of this agreement and waives the right to receive any financing statement or verification statement related to this account.

The Lessor and Lessee, having read and understood all the foregoing conditions hereby agree for themselves, their successors, executors, administrators and assigns, to the full performance of the covenants herein contained.

IN WITNESS WHEREOF the parties hereto have executed this Agreement of Lease on the day and date herein above first written.

In the presence of:

	Lessor	JADE EQUIPMENT CO. LTD.
	By	Lessor

In the presence of:		
	By	
KELLY CONLIN DEPUTY CLERK		Lessee

Credit Manager Approval _____
Date Accepted _____ Account number _____

Memo

To: Mayor and Council
From: Mitch McCrank, Manager of Transportation Services
Date: July 12, 2022
Subject: Extension – Supply and Delivery of Bulk Coarse Highway Salt
Attachments: Appendix 01: By-Law No. 2019-114
Appendix 02: Draft By-law to Amend By-law No. 2019-114 (**Please refer to By-law No. 2022-124**)

Mayor and Council:

For the past three Winter seasons, the City of Temiskaming Shores has been successfully managing Roadway Salt application with the support of Compass Minerals as the contracted supplier of salt products. Under By-law 2019-114, Compass Minerals Canada Corp. provided Bulk Coarse Highway Salt for Winter Operations commencing in October of 2019 up until this past Winter at the end of 2022. This agreement has been identified as a preferable one to be extended.

The rock salt produced at the Compass Minerals mine is used to keep citizens in North America safe as they travel through winter snow and ice. The salt is shipped to hundreds of communities around the Great Lakes and along the St. Lawrence Seaway. Compass Minerals provides a very valuable product to the City of Temiskaming Shores and have been great to deal with these past three years.

As such, an extension of the contract to include three more years is reasonable. Request for Tender, PWO-RFT-006-2019 as part of By-law No. 2019-114 acknowledged a contract extension clause to stipulate “The term of the contract or purchase order may be extended for a specific period with terms and conditions stated in these documents to apply to such extension provided that both the City and the Successful Bidder agrees to such extension.”

Written in the provisions of the Form of Tender under By-Law 2019-114, Compass Minerals was, within their obligations, able to raise the price per tonne per year if each party agreed. Under the expiring contract, Compass Minerals never increased their prices on the City and continued to pay the flat rate of \$127.00 per tonne. While reaching out to Compass to potentially extend the contract another three years, they have identified a slight increase in pricing over the next three years.

Pricing would be as follows:

Compass could provide the following 3 year pricing:

- 2022-23 - \$130.00 = 2.36% increase
- 2023-24 - \$133.00 = 2.31%
- 2024-25 - \$135.00 = 1.5%

In 2019 when the Tender was first released, the next closest bidder to Compass's \$127.00 was a price of \$135.00. The slight price increase is justified, manageable and valuable to the City.

Considering all the information available including: the availability / readiness of product, the established partnership and commitment to hold prices at a reasonable amount, an extension for the three-year period was offered. Compass Minerals has agreed to the extension and willingness to continue with the original conditions of the contract.

It is staff's recommendation to amend By-Law 2019-114 to extend the agreement with Compass Minerals Canada Corp. for the Supply and Delivery of Bulk Coarse Highway Salt for 3 years, with delivery as of October 1st, 2022, to July 31st, 2025. The cost associated with this product is budgeted for appropriately within the Transportation Winter Control Operating budget.

Prepared by:

"Original signed by"

Mitch McCrank
Manager of Transportation Services

Reviewed and submitted for Council's
consideration by:

"Original signed by"

John Telfer
Interim City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2019-114

Being a by-law to enter into an agreement with Compass Minerals Canada Corp. for the Supply and Delivery of Bulk Course Highway Salt at various locations within the City of Temiskaming Shores

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to 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-021-2019 at the July 9, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Compass Minerals Canada Corp. for the Supply and Delivery Bulk Course Highway Salt for the 2019-2020 Winter Operations for consideration at the July 9, 2019 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 Compass Minerals Canada Corp. for the supply and delivery of Bulk Course Highway Salt at various locations for Winter Operations for the 2019-2020 and 2020-2021 seasons in the amount of \$127.00 per tonne plus applicable taxes, 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 9th day of July, 2019.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule “A” to

By-law 2019-114

Agreement between

The Corporation of the City of Temiskaming Shores

and

Compass Minerals Canada Corp.

for the Supply and Delivery of Bulk Course Highway Salt

This agreement made in duplicate this 9th day of July 2019.

Between:

The Corporation of the City of Temiskaming Shores

(hereinafter called "the Owner")

And:

Compass Minerals Canada Corp.

(hereinafter called "the Contractor")

Witnesseth:

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

Article I:

The Contractor will:

- a) Provide all material and perform all work described in the Contract Documents entitled:

**Corporation of the City of Temiskaming Shores
Supply and Delivery of Bulk Course Highway Salt
Tender No. PWO-RFT-006-2019**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement, attached hereto as Appendix 01 and forming part of this agreement; and
- c) Complete, as certified by the Engineer, all the work by **April 30th of each year.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **One Hundred and Twenty-Seven Dollars and Zero Cents (\$127.00) per tonne plus applicable taxes** subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where,

during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

Compass Minerals Canada Corp.
6700 Century Ave. Suite 202
Mississauga, Ontario
L5N 6A4

The Owner:

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

The Director:

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

Remainder of Page left blank intentionally

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

Signed and Sealed in)
the presence of)

Contractor's Seal)
(if applicable))

Municipal Seal)

Compass Minerals Canada Corp.

Director of Sales – Vittorio Toneatti

Witness
Name: _____
Title: _____

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2019-114

Form of Agreement



Form of Tender

Each FORM OF TENDER should contain the legal name under which the Bidder carries on business, telephone number and fax number, as well the name or names of appropriate contact personnel which the City may consult regarding the Tender.

I/We, the undersigned, have carefully examined the attached documents and conditions of the Tender. 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 Tender.

All prices offered in this tender are firm, irrevocable and open for acceptance by the City for a period of thirty (30) days. The City will not reimburse any Bidder for any cost or expense of any kind incurred in preparation or submission of any response to this Request for tender.

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

Section 1

Item	Delivery Location	Qty. Tonne	Unit Price. 2019/20	Amount, \$
Schedule "A" - Bulk Coarse Highway De-icing Salt. TO BE DELIVERED PRIOR TO OCTOBER 01st, 2019 AND IN EACH SUBSEQUENT YEAR. (Quantities are derived based on an average truckloads of +- 40 tonnes)				
1	Dymond Public Works Yard, 181 Drive Inn Theatre Road, New Liskeard ON	120	\$127.00	\$15,240.00
2	New Liskeard Public Works Yard, 200 Lakeshore Drive, New Liskeard ON	240	\$127.00	\$ 30,480.00
3	Haileybury Public Works Yard, 1 View Street, Haileybury, ON	300	\$127.00	\$ 38,100.00

This is Page 1 of 6 to be submitted



Schedule "B" - Bulk Coarse Highway De-icing Salt. TO BE DELIVERED AS AND WHEN REQUIRED AS NOTIFIED BY THE MUNICIPALITIES ROAD SUPERINTENDENT OR HIS DESIGNATE IN EACH YEAR OF THE AGREEMENT FOLLOWING THE INTIAL DROP. (Quantities are derived based on an average truck loads of +- 40 tonnes)

Item	Delivery Location	Qty. Tonne	Unit Price. 2019/20	Amount, \$
4	Haileybury Public Works Yard, 1 View Street, Haileybury, ON	600	\$127.00	\$76,200.00
5	New Liskeard Public Works yard, 200 Lakeshore Road, New Liskeard, On	800	\$127.00	\$101,600.00
			Sub-Total	\$261,620.00
			H.S.T.	\$34,010.60
			Total	\$295,630.60

Prices for 2020/21, 2021/22 will be negotiated at the anniversary of the contract. If either of the parties is unable to agree on a fair and reasonable price, in the second or third year, the City reserves the right to re-tender for the supply all materials, labour, supervision, machinery, tools and all other necessary equipment for the supply and delivery of bulk highway road salt as described elsewhere in this document, without claim by the supplier.



I/We Compass Minerals Canada Corp. offer to supply the requirements stated within.

the corresponding total cost of \$ 295,630.60 Tax included.

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

I/We will deliver the required material / equipment within 2 - 4 calendar days from receiving a signed order and prior to October 01st 2018 for schedule A.

The specifications have been read over and agreed to this 13th day of June 2019.

Company Name Compass Minerals Canada Corp.	Contact name (please print) Vittorio Toneatti
Mailing Address 6700 Century Ave., Suite 202 Mississauga , ON	Title Director of Sales Canada
Postal Code L5N 6A4	Authorizing signature Vittorio Toneatti, Director of Sales Canada "I have the authority to bind the company/corporation/partnership."
Telephone 1-905-813-6972	Fax 1-888-655-8888
Cell Phone if possible [REDACTED]	Email toneattiv@compassminerals.com

Page 3 of 6 to be submitted



City of Temiskaming Shores
PWO-RFT-006-2019
Supply and Delivery of Bulk Roadway De-Icing Salt

Non Collusion Affidavit

I/ We Compass Minerals Canada Corp. 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.

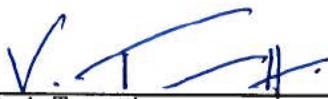
Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham Bid in connection 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 quoted 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, Tender or Proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Dated at Mississauga, Ontario this 13th day of June, 2019.

Signed



Vittorio Toneatti

Company Name

Compass Minerals Canada Corp.

Title

Director of Sales Canada

Page 4 of 6 to be submitted



**City of Temiskaming Shores
PWO-RFT-006-2019
Supply and Delivery of Bulk Roadway De-Icing Salt**

Conflict of Interest Declaration

Please check appropriate response:

- I/we hereby confirm that there is not nor was there any actual or perceived conflict of interest in our quotation 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 quotation submission or the contractual obligations under the Agreement.

List Situations:

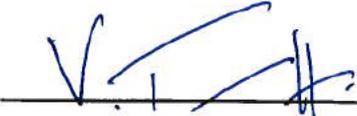
In making this quotation submission, our Company has / has no (*strike out inapplicable portion*) knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the quotation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

Dated at Mississauga, Ontario this 13th day of June, 2019.

Firm Name Compass Minerals Canada Corp.

Bidder's Authorization Official Vittorio Toneatti

Title Director of Sales Canada

Signature 

Page 5 of 6 to be submitted



**City of Temiskaming Shores
PWO-RFT-006-2019
Supply and Delivery of Bulk Roadway De-Icing Salt**

Appendix A

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 Vittorio Toneatti, Director of Sales Canada Company Name Compass Minerals Canada Corp.

Phone Number 1-905-813-6972

Address 6700 Century Ave. Suite 202 Mississauga, ON L5N 6A4

I,  Vittorio Toneatti, Director of Sales Canada, 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*.

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, a link to a free e-learning course module called *Serve-Ability, Transforming Ontario's Customer Service* is available at www.gov.on.ca/mcss/serveability/splash.html.

Date: June 13, 2019

Page 6 of 6 to be submitted



Compass Minerals
6700 Century Avenue
Suite 202
Mississauga, ON L5N 6A4
www.compassminerals.com

T (905) 567-0231

**UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
OF
COMPASS MINERALS CANADA CORP.**

Effective May 7, 2019

The undersigned, being all of the members of the board of directors of Compass Minerals Canada Corp., a Nova Scotia unlimited company (the "Company"), hereby consent in writing pursuant to the provisions of subsection 91(1) of the Companies Act (Nova Scotia) to the adoption of the following resolutions without a meeting and waive any notice required in connection therewith.

Authorized Signatories

WHEREAS, from time to time, it is desirable for individuals to sign documents on behalf of the Company in connection with sales transactions relating to the Company's Highway Sales Department.

NOW, THEREFORE, BE IT RESOLVED, that the following individuals (the "Authorized Signatories") be, and each of them hereby is, authorized, subject to applicable limitations under the Company's Delegation of Authority Policy, on behalf of the Company to sign bids, performance bonds and contracts for the sale of sodium chloride and other deicing products, and to sign any other documents which, in his or her opinion, are necessary or desirable in order to effectuate and carry out the foregoing, and all other individuals who were so authorized prior to the date first written above are no longer so authorized:

Kevin S. Crutchfield	President and CEO
Anthony J. Sepich	Senior Vice President, Salt
James D. Standen	Chief Financial Officer and Treasurer
Diana C. Toman	Senior Vice President, General Counsel and Corporate Secretary
Vittorio Toneatti	Director of Sales Canada
Kenneth Johnston	Director Sales and Customer Service (Consumer & Industrial)
Julie McCron	Highway Sales Manager
Guylaine Gaudet	Highway Sales Manager

General

RESOLVED, that the officers of the Company are, and each of them is, hereby authorized, for and on behalf of the Company, to execute, deliver, file, acknowledge and record any and all such documents and instruments, and to take or cause to be done any and all such other things as they, or any of them, may deem necessary or desirable to effectuate and carry out the resolutions adopted hereby; and



Compass Minerals
6700 Century Avenue
Suite 202
Mississauga, ON L5N 6A4
www.compassminerals.com

T (905) 567-0231

FURTHER RESOLVED, that any actions previously taken or caused to be taken by any officer of the Company or any Authorized Signatory in connection with the matters contemplated by these resolutions, or in carrying out the terms and intentions of the above resolutions, are hereby acknowledged to be duly authorized acts performed on behalf of the Company and are hereby ratified, confirmed and adopted as such.

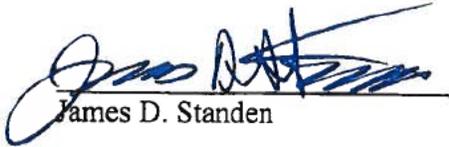
[Signature Page Follows]



Compass Minerals
6700 Century Avenue
Suite 202
Mississauga, ON L5N 6A4
www.compassminerals.com

T (905) 567-0231

The undersigned have caused this consent to be duly executed as of the date first written above. This consent may be executed via .pdf, facsimile or other electronic means and in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.


James D. Standen


Diana C. Toman

Subject: Blue Box Transition – Municipal
Involvement Decision

Report No.: PW-024-2022

Agenda Date: July 12, 2022

Attachments

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-024-2022;
2. That Council support the preferred strategy to not become a service provider with Producer Responsible Organizations (PRO) for blue box collection beyond the City's transition date of January 1, 2025;
3. That Council directs staff to respond to the Circular Material Ontario (CMO) survey indicating that the City of Temiskaming Shores does not wish to enter into a contractual agreement to provide blue box collection services beyond the City's transition date of January 1, 2025; and
4. That Council directs staff to provide notification of the decision to all municipalities that are in agreement with the City for the acceptance of blue box material at the Spoke Transfer Station.

Background

In the Spring of 2021, the regulation to transition the blue box recycling programs from municipal responsibility to full-producer responsibility (100%) was passed by the Ministry of Environment, Conservation and Parks (MECP). Leading up to the passing of the regulation, municipalities were asked to identify their preferred transition date within the transition period of 2023-2025.

At the Regular Meeting of Council held on May 19, 2020, through Resolution No. 2020-295, Council agreed that best time for the city to transition is January 1, 2025 based on expiration dates within the collection and processing contracts. This resolution was sent to the MECP and subsequently the city's preferred date was included within the Blue Box Transition Schedule which outlines when all eligible municipalities are to transition.

Most producers of paper and packaging that are designated under the Blue Box Regulation have signed on with Producer Responsibility Organizations (PROs). PROs

are charged with organizing the future collection and processing of recyclables on behalf of the producers. The largest PRO is Circular Materials Ontario (CMO). CMO is expected to be the administrator of the new program and will be using a third-party organization Reverse Logistics Group to perform procurement of new collection and processing contracts. During the 2023-2025 transition period, producers are obligated to maintain all existing components of municipal recycling programs unless approval is obtained from the municipality to alter them. For example, the single-stream recycling system will remain within Temiskaming Shores utilizing the existing container system that is in place. Post-transition however, producers will have full authority to modify recycling systems however they choose while ensuring that curbside collection remains where it currently exists.

CMO recently discussed their preferred procurement model with municipalities through a webinar hosted by the Association of Municipalities of Ontario (AMO). They then released their Master Service Agreement (MSA) and Statement of Work (SoW) documents, along with a brief survey. The survey asks whether municipalities are interested in contracting with CMO to continue providing collection service on behalf of producers throughout the transition period.

CMO's preferred model is to contract with municipalities for collection services through the 2023-2025 transition period. If a municipality chose to contract with CMO, CMO's Terms and Conditions would need to be incorporated into the contractual agreement.

Analysis

Staff attended a recent webinar hosted by AMO and have reviewed the Terms and Conditions outlined in the MSA and SoW provided by CMO. The most impactful terms and conditions relate to the proposed cost reimbursement model and a contamination rate threshold of 4% for blue box material. Each of these would pose significant challenge and risk should the City chose to contract with CMO during or post transition.

The biggest risk to the city is the proposed 4% blue box contamination threshold. Failure to comply can ultimately lead to penalties against the contracted municipality in the form of Service Failure Credits and load rejection. Contamination Audits have not been performed to identify what the city's contamination rate is however, research indicates that a single-stream recycling program's contamination rate can vary anywhere between 15 and 40 percent. In addition, the city would be responsible to develop and implement an education and promotion strategy to meet the 4% target which will result in significant addition program costs.

Although the city does not transition until 2025, CMO is requesting that the survey be completed prior to July 15, 2022 identifying whether the city wishes to enter into a contractual agreement during and beyond transition. Should the city opt out of becoming a service provider for CMO, producers will still be responsible to provide recycling

services within Temiskaming Shores as per conditions outlined in the Blue Box Regulation.

This topic was discussed at the Blue Box Transition Committee Meeting held on June 21, 2022 resulting in the following recommendation:

*Recommendation PW-2022-008
 Moved by: Mayor Carman Kidd*

Be it resolved that:

The Blue Box Transition Committee hereby recommends that Council consider not entering into an agreement with a Producer Responsible Organization to provide recycling collection services during and beyond the Blue Box Transition period.

Carried

It is important to note that under the current regulation, producers are not responsible for ineligible sources which include commercial establishments. The city currently collects at some commercial establishments. A future report will be presented to Council outlining options as it relates to providing commercial recycling collection services.

Relevant Policy / Legislation / City By-Law

- O. Reg. 349/22: Blue Box

Consultation / Communication

- Blue Box Committee Meeting – January 26, 2022
- AMO Webinar – May 2, 2022
- AMO Webinar – June 7, 2022
- Blue Box Committee Meeting – June 21, 2022

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

Should Council decide not to become a service provider for the PROs, the estimated yearly savings as it relates to our current operating costs would be between \$ 250,000 and \$ 300,000.

Alternatives

Council directs staff to enter into contractual negotiations with CMO to provide recycling collection services during the transition period. This alternative has many financial risks and is not recommended.

Submission

Prepared by:

Reviewed and submitted for Council's
consideration by:

"Original signed by"

"Original signed by"

Steve Burnett
Manager of Environmental Services

John Telfer
Interim City Manager

Subject: Adoption of a Climate Lens for the City of Temiskaming Shores

Report No.: RS-015-2022

Agenda Date: July 12, 2022

Attachments

N/A

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-015-2022; and
2. That Council direct staff to implement the use of the Clean Air Partnership's Climate Lens, and to integrate the tool into the Administrative Reporting requirements for Council, where deemed appropriate, such as on matters pertaining to procurement, budgeting, and policy implementation.

Background

The City of Temiskaming Shores Climate Change Committee has been working towards strengthening the City's response to climate change through the update of the Greenhouse Gas Reduction Plan and moving forward with submissions to the Partners for Climate Protection Program. As part of that work, the committee has recommended that staff work on the implementation of a "Climate Lens" for use by City staff as part of regular report writing to Council.

A Climate Lens is a simple tool that staff can use to assess the climate implications of a policy, plan or project. The tool is not a "stop/go" or "yes/no" tool for decision making. It is a tool used to help educate and guide towards more sustainable outcomes. By considering the climate impacts on regular decisions and presenting that information to Council within regular reports, these concerns can be brought to the forefront for consideration. A Climate Lens not only looks at how a project will impact the climate, but also how the changing climate will impact a project. For example, climate change has increased the frequency and intensity of flooding. A Climate Lens used on a report for new development near a waterway would note that mitigation measures against increased flooding possibilities should be included within the design.

Staff are proposing to use the Clean Air Partnership's online Climate Lens tool. This is a simple tool designed in conjunction with other Ontario Municipalities to meet the specific needs of this sector.

In conjunction with the Director of Recreation, the City's Environment and Sustainability Co-op student gave detailed presentations on the proposed Climate Lens to the Corporate Services Committee and the Protection to Persons and Property Committee on June 9, 2022.

To ensure there is enough time for the Environment and Sustainability Co-op student to support the implementation, staff are bringing forward these recommendations now for implementation in August 2022.

Analysis

Since being identified by the Climate Change Committee as a priority for implementation, staff have been working towards bringing a Climate Lens to council for approval. Following the approval of Council at the July 12th Regular Council Meeting, staff will move forward with the creation of an internal guide to assist staff in completing the Climate Lens tool. Our Environment and Sustainability Co-op student will also offer one-on-one support to all managers to ensure they understand and are comfortable with their roles in completing the Climate Lens for applicable report writing. Then, beginning the August 9th Regular Meeting of Council, staff reports for procurements, policies and budgeting will include a section titled "Climate Consideration" which will outline the results of the Climate Lens tool for the decision being requested.

The 'Municipal Climate Lens Tool', developed by the Clean Air Partnership in cooperation with Ontario municipalities, was the tool that staff determined to be most appropriate to pilot for the City of Temiskaming Shores. This Climate Lens Tool is designed to provide a preliminary, qualitative understanding of whether a municipal decision will affect climate through the production of greenhouse gases or be impacted by increased exposure (human health, infrastructure, or environmental) to temperature and precipitation due to climate changes. It is designed to be broadly applicable to any decision by providing high-level probabilities intended to foster multi-departmental dialogue regarding how to incorporate climate change considerations into decision making.

The Climate Lens has three main benefits for the City which we would realize by implementing its use:

1. Supporting the City's new climate goals to reduce our impact on climate change and will create a more resilient city to mitigate against climate change's effects.
2. Ensures staff and council consider the City's impact to the climate and the impact of the climate on regular decision making.
3. Ensures the City is eligible for federal funding opportunities which require a Climate Lens to be in place.

Staff have proposed to use this tool for a subset of reports being brought forward to council with a review to take place after 6-months of use. This tool is expected to take staff no more than 15 minutes to complete and can often be completed in less than 5 minutes.

Relevant Policy / Legislation / City By-Law

- City of Temiskaming Shores Greenhouse Gas Reduction Plan (2019)
- By-Law no. 22-103 TOR Climate Change Committee
- Canadian Net-Zero Emissions Accountability Act (S.C. 2021, c. 22)

Consultation / Communication

- Consultation with City Manager
- Consultation with the City of Temiskaming Shores' Climate Change Committee
- Consultation with the City Corporate Services Committee
- Consultation with the Protection to Persons and Property Committee

Financial / Staffing Implications

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

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

Alternatives

Council could alternatively:

1. Decide to forgo the implementation of a Climate Lens for staff reports to council.
2. Decide to implement a narrower use of a Climate Lens for staff reports to council.

Submission

Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

Mathew Bahm
 Director of Recreation

John Telfer
 Interim City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2022-111

**Being a by-law to execute an Agreement between the City of
Temiskaming Shores and Kidd Crest Farms Inc. (Michael Kidd)
o/a South Temiskaming Animal Control Services for the
provision of Animal Control and Pound Services**

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

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

Whereas Council considered Administrative Report CS-024-2022 at the July 12, 2022 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a three (3) year agreement with Kidd Crest Farms Inc. o/a South Temiskaming Animal Control Services for Animal Control and Pound Services in the amount of \$78,740 annually plus applicable taxes, for consideration at the July 12, 2022 Regular Council meeting.

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

1. That the Corporation of the City of Temiskaming Shores enters into an agreement with Kidd Crest Farms o/a South Temiskaming Animal Control Services for the provision of Animal Control and Pound Services, a copy attached hereto as Schedule "A" forming part of this by-law.
2. That the Mayor and Clerk are hereby authorized to sign and seal the said agreement on behalf of the Corporation.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 12st day of July, 2022.

Mayor

Clerk



Schedule “A” to

By-law 2022-111

Agreement between

The Corporation of the City of Temiskaming Shores

And

**Kidd Crest Farms Inc. (Michael Kidd) o/a South Temiskaming
Animal Control Services**

for the provision of Animal Control and Pound Services

This agreement made this 12st day of July, 2022.

Between:

The Corporation of the City of Temiskaming Shores
herein after referred to as the "City"

And:

**Kidd Crest Farms Inc. o/a South Temiskaming Animal Control
Services**
herein after referred to as the "Contractor"

Whereas the City deems it desirable to enter into an Agreement for Animal Control and Pound Services as herein set forth;

Now therefore in consideration of the mutual covenants herein expressed the parties hereto covenant and agree as follows:

1.0 Term

- 1.1 This Agreement shall remain in effect for a three (3) year term commencing on August 1, 2022 and terminating on July 31, 2025.
- 1.2 At the termination date of this agreement, the agreement will continue on a monthly basis at the current rate until a new agreement is signed or until cancelled on thirty (30) days notice by either party. The City shall not be liable for costs or damages of any kind caused to the contractor by such cancellation.

2.0 Renewal

- 2.1 The Parties shall have the right, if not otherwise in default, of renewing the agreement for a period of two (2) years. The terms and conditions shall be negotiated at signing. The Contractor shall be required to give written notice of her intention to renew the lease on or before the 1st day of May prior to the commencement of the renewal term.

3.0 Creation and Nature of Relationship

- 3.1 The City will appoint the Contractor as a License Agent and Registrar to act on the City's behalf for dog and cat tags in accordance with the provisions of the Animal Control By-law.
- 3.2 The City will appoint the Contractor and his designated Animal Control Officers as Municipal Law Enforcement Officers.

- 3.3 This Agreement is an Agreement for services to be rendered to the City as an independent Contractor, and the parties have not created and do not intend to create by this Agreement or any subsequent renewals or extension thereof, a joint venture, partnership or employee relation between them.
- 3.4 The Contractor will provide the Contractor’s services to the City of Temiskaming Shores as an independent contractor and not as an employee.

Accordingly:

- The Contractor agrees that the City shall have no liability or responsibility for the withholding, collection or payment of any taxes, employment insurance premiums or Canada Pension Plan contributions on any amounts paid by the City to the Contractor or amounts paid by the Contractor to its employees or contractors. The Contractor agrees to indemnify the City from any and all claims in respect to the Company’s failure to withhold and/or remit any taxes, employment insurance premiums or Canada Pension Plan contributions.
- The Contractor agrees that as an independent contractor, the Contractor will not be qualified to participate in or to receive any employee benefits that the city may extend to its employees.
- The Contractor is free to provide services to other clients so long as there is no interference with the Contractor’s contractual obligations to the City.
- The Contractor has no authority to and will not exercise or hold itself out as having any authority to enter into or conclude any contract or to undertake any commitment or obligation for, in the name of or on behalf of the City.

4.0 Services Provided

4.1 Pound Services

4.1.1 As Poundkeeper, the Contractor shall provide a certified (inspected) pound pursuant to the Animals for Research Act R.S.O. 1990 c. A.22 as amended from time to time. This Pound shall serve as the municipal pound for receiving and caring for animals, and for the burial, euthanizing or cremation of dead animals. The Contractor shall also provide at his or her own expense all labour, vehicles, tools, equipment, etc. for the performance of such work.

4.1.2 The Contractor agrees to provide pound services at the location described below, and on those days and times as set out below:

Location of Pound:

884415 Hwy 65W New Liskeard, ON
P0J 1P0

Normal Hours of Operation – Pound Services

Days	Minimum Requirements
Monday to Friday	8:00 a.m. to 4:30 p.m. by appointment.
Saturday	8:00 a.m. to 4:30 p.m. by appointment.
Sunday	Closed
Statutory Holidays	Closed

- 4.1.3 The Contractor shall carry out the duties of Poundkeeper and operate the Pound in accordance with the provisions of the City’s Animal Control By-law; The Animals for Research Act; The Dog Owners Liability Act; Protection of Livestock and Poultry from Dogs Act; The Livestock, Poultry and Honey Bee Protection Act; The Pounds Act; The Provincial Offences Act; The Municipal Act, as well as any regulations passed thereunder.
- 4.1.4 The Pound is to be capable of housing a minimum of five (5) dogs and ten (10) cats.
- 4.1.5 Care and cleanliness within the Pound shall comply with the standards prescribed by the Animals for Research Act and shall be inspected by the Ontario Ministry of Agriculture and Food, Animal Industry Branch Inspectors. Copies of all Animal Industry Branch Inspector reports carried out during this Agreement shall be forwarded to the City within 7 days of the Inspection.
- 4.1.6 The Contractor shall maintain a complete record of all Pound Services as stipulated under the Animals for Research Act – Regulation No. 23, Pounds, and, submit a Monthly Pound Services Report to the City by the 15th day of the next month.
- 4.1.7 The Contractor may put up for adoption any animal in the Contractors care after expiration of the redemption period. In such a case, the Contractor shall be responsible for the cost or care of the animal from the date of impound.
- 4.1.8 In the event a dog or cat is adopted by a resident of the City of Temiskaming Shores then the Contractor agrees to sell a license to the new owner pursuant to the Animal Control By-law and to record the name, address, telephone number and impound number.
- 4.1.9 The Contractor may arrange for euthanasia and dispose of impounded animals that have not been claimed, in accordance with the Animal Control By-law and The Animals for Research Act.
- 4.1.10 The Contractor will assist the City in providing a program of humane

services for the residents of the City of Temiskaming Shores by receiving, accepting and euthanizing any animal released to the City for euthanasia purposes.

- 4.1.11 The Contractor agrees to provide for the legal disposal of animals.
- 4.1.12 In the event a dead animal cannot be buried or otherwise disposed of immediately, freezing is permitted in an approved freezing appliance. Frozen cadavers shall be maintained at a constant temperature not higher than -5 degrees Celsius.
- 4.1.13 The Contractor shall be responsible for the care, feeding, impounding and quarantining of all animals placed in its care and for the payment of supplies, materials and equipment for the provision of such care and feeding.

4.2 Animal Control Services

- 4.2.1 **Normal Hours of Operation:** The Contractor shall provide a minimum of one (1) Animal Control Officer on duty with vehicle and equipment as required, on those days and times as set out below:

Normal Hours of Operation – Animal Control Services

Days	Minimum Requirements
Monday to Friday	8:00 a.m. to 4:30 p.m.
Saturday	8:00 a.m. to 4:30 p.m.
Sunday	Closed
Statutory Holidays	Closed

- 4.2.2 **After Hours Service:** The Contractor agrees to provide the following services to the City at such times of the day outside of the normal hours of operation:
 - a) Respond to calls within the geographic boundaries of the City of Temiskaming Shores, with respect to injured dogs and/or cats that require emergency treatment;
 - b) Respond to calls within the geographic boundaries of the City of Temiskaming Shores, involving vicious dog or vicious cat at large complaints;
 - c) Respond to requests for assistance from the City’s By-law Enforcement Officer or the Ontario Provincial Police;
 - d) The supply of an Animal Control Officer, vehicle and equipment as

may be required to respond to any such calls as noted above.

- 4.2.3 **Issue Provincial Offence Notices** to those persons who have violated the Animal Control By-law.
- 4.2.4 **Appear in Provincial Court** to give evidence regarding infractions of the Animal Control By-law or any associated provincial legislation
- 4.2.5 **Deal with complaints** from the public in connection with dogs or cats being permitted to run at large.
- 4.2.6 **Deal with complaints** from the public in connection with dogs or cats making unnecessary noise.
- 4.2.7 **Co-operate with other enforcement agencies**, as directed, in dealing with domestic animals.
- 4.2.8 **Aid to injured animals** found on public property, administer euthanasia if necessary.
- 4.2.9 **Maintain a complete record of all Animal Control Services**, including but not limited to the Monthly Animal Control Activity Report and the Monthly Occurrence Report to be submitted to the City on or before the 15th day of the next month.
- 4.2.10 **Provide additional records** and/or reports as required from time to time by the City.
- 4.2.11 **Provide patrols** for a minimum of 10 hours per week and complete a Monthly Record of Patrols to be submitted to the City on or before the 15th day of the next month. Patrols may be at the discretion of the City.
- 4.2.12 **Pro-actively sell dog and cat tags** in accordance with the City’s Animal Control By-law and remit tag fees to the City each month on or before the 15th day. Act as the Registrar for dog and cat tags and submit the Register to the City on or before the 15th day of each month. Method of sale may include but are not limited to appointing Licence Agents, door-to-door sales, public service announcements, mailouts, website, kiosks, etc.
- 4.2.13 **Maintain a webpage** on the City’s website which may include hours of operation for Animal Control and Pound Services, FAQs, Contact information, Fees, Fines and POA process.
- 4.2.14 The Contractor shall carry out the duties of Animal Control Officer in accordance with the provisions of the City’s Animal Control By-law; The Animals for Research Act; The Dog Owners Liability Act; Protection of

Livestock and Poultry from Dogs Act; The Livestock, Poultry and Honey Bee Protection Act; The Pounds Act; The Provincial Offences Act; The Municipal Act, as well as any regulations passed thereunder.

5.0 Staffing

5.1 Required Information

- 5.1.1 Animal Control Officer(s) shall, at the start of the contract, and any renewal thereof, be required to provide a Police Records Search Certificate Intended for the Vulnerable Sector for all appointed officers.
- 5.1.2 Animal Control Officer(s) shall provide proof of completion of Accessible Customer Service Training within 30 days of the start of the contract.

5.2 Minimum Qualifications

- 5.2.1 Knowledge of and ability to enforce the City’s Animal Control By-law as well as all associated municipal policies, procedures and directives as amended from time to time.
- 5.2.2 An understanding and ability to apply all related provincial legislation, including but not limited to, The Animals for Research Act, The Dog Owners Liability Act, The Livestock, Poultry and Honey Bee Protection Act, The Protection of Livestock and Poultry from Dogs Act, The Municipal Act, The Pounds Act, The Provincial Offences Act, and as well as any regulations passed thereunder and amended from time to time.
- 5.2.3 An understanding and familiarity of Court proceedings, knowledge of, and demonstrated ability to apply applicable Parts of the Provincial Offences Act.
- 5.2.4 Acquired investigative skills in the areas of identifying, collecting and preserving evidence, including, but not limited to, conducting interviews, making notes and presenting evidence at court proceedings.
- 5.2.5 Knowledge, appreciation and ability to appropriately use the privileges conferred in the role of Provincial Offences Officer.
- 5.2.6 Demonstrated ability to distinguish between the various breeds of dogs and cats.
- 5.2.7 Must be physically capable of performing duties of Animal Control Officer.

6.0 Uniforms

- 6.1 Animal Control Officer(s) will be required to wear uniforms while in performance of their duties, the cost of which is included in the contract.
- 6.2 Uniforms shall be maintained in an appropriate manner.
- 6.3 Uniforms shall identify the Officer as an Animal Control Officer.

7.0 Minimum Vehicle Requirements

- 7.1 The Contractor shall supply a minimum of one (1) Animal Control vehicle that contains the necessary equipment to ensure proper animal control.
- 7.2 All vehicles will contain communication equipment.
- 7.3 All vehicles will be identified on the exterior as Animal Control Vehicles.

8.0 Reporting

- 8.1 The Contractor shall report to the staff person designated by the City Manager to oversee the Animal Control and Pound Services Contract.
- 8.2 All documentation required by this Agreement shall be submitted in accordance with the required timelines set out in the Agreement.
- 8.3 The City shall evaluate the contract performance on an annual basis.

9.0 Accounting Procedures

- 9.1 The Contractor shall remit to the City all fees collected for the sale of dog and cat tags on or before the 15th day of each month.
- 9.2 The City shall pay the contractor the monthly contract amount on the last business day of each month.
- 9.3 The Contractor is entitled to retain Impoundment, Daily Boarding, Humane Services/Adoption, Euthanized Services, and Disposal of Non-impounded Animal fees as outlined in the Animal Control By-law.
- 9.4 The Contractor agrees that the City shall have access to all books and records maintained in its capacity as License Agent and Registrar for the City and all books, records, papers and things required to be maintained under the terms and conditions of the Agreement. Such access shall be at all reasonable times by either the City's employees or its authorized agents or both. All expenses in connection with such examination shall be borne by the City.

10.0 Workplace Safety Insurance Board

- 10.1 The Contractor agrees to submit to the City, a Clearance Certificate from the Workplace Safety and Insurance Board (WSIB) of Ontario every 60 days; or written confirmation from the Workplace Safety Insurance Board that the Contractor and employees are not subject to Workplace Safety Insurance.
- 10.2 Workplace Safety Insurance Act coverage, assessments or reports are the exclusive responsibility of the Contractor. If in default under the Act or Regulations, the City may withhold payment in an amount sufficient to cover such default or cancel the contract.

11.0 Supervision

- 11.1 The Contractor shall advise the City in writing the name of the person that the Contractor designates as being the person in charge who is responsible for directing and supervising work and operations under the Agreement.
- 11.2 The Contractor shall advise the City in writing the name of the person who the Contractor designates as an alternate who is responsible for directing and supervising work and operations in the absence of the person in charge. All orders or instructions given to the person in charge or the alternate by the City shall be as binding on the Contractor as though given to him in person.

12.0 Insurance

- 12.1 The Contractor agrees to maintain during the term of this agreement Vehicle Liability Insurance and Contractor’s Liability Insurance, naming the City as co-insured, in the following amounts:
 - a) Vehicle Liability Insurance: \$5 million
 - b) Contractor’s Liability Insurance: \$5 million
- 12.2 The Contractor shall annually, within 7 days of the insurance renewal date, submit to the City a Certificate of Insurance together with an Undertaking from the insurance company that such insurance will not be cancelled or reduced in coverage without thirty (30) days prior written notice to the City.
- 12.3 Should the City be of the opinion that the insurance taken out by the Contractor is inadequate in any respect for any reason whatsoever, the Contractor shall forthwith take out additional insurance satisfactory to the City.

13.0 Indemnification and Save Harmless

The Contractor hereby covenants at all times to indemnify and save harmless the City against all claims and demands which may be brought against or made upon the Contractor and against all loss, liabilities, judgments, costs, demand or expenses, including legal costs, which the City may suffer resulting from or incidental to the services contracted subject to this Agreement or from any act or omission to act on the part of the Contractor, its servants, agents, employees, contractors, sub-contractors, owners, operators or any of them during the currency of this Agreement.

14.0 Safety Measures

- 14.1 If at any time the methods or equipment used by the Contractor are found to be unsafe or inadequate for securing the safety of persons who may be endangered, the City may order the Contractor to do whatever is necessary to eliminate the hazard.
- 14.2 The Contractor shall immediately report to the City any incident in which it is involved concerning injury or damage to the person or property of others and provide all information available.
- 14.3 The Contractor shall adhere to the Occupational Health and Safety Act and all other applicable statutes.

15.0 General

- 15.1 The records of the Contractor containing the information referred to in this Agreement, equipment and other appurtenances used in fulfilling the Agreement, shall be open at all reasonable times for inspection by the City.
- 15.2 The Contractor may perform Animal Control and Pound Services for others. Such services shall not affect the level of service being provided by the Contractor to the City in accordance with the terms of this Agreement, nor reduce the efficiency and quality of service provided to the City.
- 15.3 This Agreement is for Animal Control and Pound Services only and does not include any Veterinary Services. The Contractor acknowledges and agrees that it shall not provide Veterinary Services to any animal brought to it pursuant to this Agreement. All required Veterinary Services shall be provided by a Veterinarian. The City shall not have any direct or indirect involvement with care provided by a Veterinarian.

16.0 Notice

- 16.1 Notices required to be given to the City under this agreement shall be sent by

prepaid registered mail addressed to:

The City of Temiskaming Shores at P.O. Box 2050, 325 Farr Drive, Haileybury, Ontario P0J 1K0, to the attention of the Clerk and any such notice shall be deemed to have been received by the City on the fifth day after the day of mailing.

16.2 Notices required to be given to the Contractor under this agreement shall be sent by prepaid registered mail addressed to:

Kidd Crest Farms Inc. o/a South Temiskaming Animal Control Services, 884415 Hwy 65W, New Liskeard, ON P0J 1P0, to the attention of Mr. Michael Kidd and any such notice shall be deemed to have been received by the Contractor on the fifth day after the day of mailing.

17.0 Non-Assignability

Neither this Agreement nor any interest of either of the parties (including any interest in monies belonging to or which may accrue to either party) may be assigned, pledged, transferred, mortgaged or hypothecated.

18.0 Non-Waiver

No covenant or condition of this Agreement can be waived except by written consent of both parties.

19.0 Entire Agreement

19.1 This Agreement shall constitute the entire Agreement between the City and the Contractor, and it shall not be amended, altered or changed except by written agreement.

19.2 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed to be an original, but such counterparts together shall constitute but one and the same instrument.

19.3 The Contractor will execute work in accordance with the provisions of this Agreement.

20.0 Binding Effect

This Agreement, including all covenants and conditions, shall extend to, be binding upon and enure to the benefit of each and all the successors and assigns of the respective parties hereto and wherever the singular or masculine is used in the Agreement, it shall be construed as if the plural and the feminine or the neuter, as the case may be, had been

used where the context or the party or parties hereto so required and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

21.0 Payment

21.1 The City agrees to pay to the Contractor for services provided in accordance with the following:

a) August 1, 2022 to July 31, 2025 - \$6,561.67 plus HST per month

21.2 Payments will be by cheque or electronic transfer payment made payable to the Contractor issued in the normal course of business by the City's Treasurer on the last business of each month.

22.0 Interpretation

This Agreement shall be interpreted in accordance with the laws of the Province of Ontario.

23.0 Titles

The Titles to the paragraphs of this Agreement are solely for the convenience of the parties hereto, and is not an aid in the interpretation of this instrument.

24.0 Freedom of Information

The Contractor consents to the release to the public of this Agreement and all associated documents in accordance with the Municipal Freedom of Information and Protection of Privacy Act.

Remainder of Page left blank intentionally

The Corporation of the City of Temiskaming Shores

By-law No. 2022-117

**Being a by-law to authorize the Sale of Land to Natahsa Baril being
545 Lakeshore Road (PLAN M37NB PT LOTS 1,59 RP TER709 PART 2
PCL 11350,12171,11247SST LIBRARY & ART GALLERY)
5418-030-001-17300**

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 By-law No. 2015-160 establishes procedures for the disposal of real property, including the giving of notice to the public, governing the sale of land; and

Whereas Council provided direction to staff after rising with report from the Closed Session held at the Special Meeting of Council on Monday, June 27, 2022 regarding the former Haileybury Branch Library building located at 545 Lakeshore Road.

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

1. That Council hereby confirms the procedures set forth in By-law No. 2015-160 have been followed by the municipality in order to allow for the sale of lands herein after referred to in this By-law;
2. That Council authorizes the entering into an Agreement of Purchase and Sale between Natasha Baril as Purchaser and The Corporation of the City of Temiskaming Shores as Vendor, in the form annexed hereto as Schedule "A" and forming part of this by-law;
3. That Council agrees to sell the subject land in the amount of \$99,000 plus taxes (if applicable), and other such considerations outlined in the said agreement land legally described as:

PLAN M37NB PT LOTS 1,59 RP TER709 PART 2 PCL 11350,12171,11247SST
LIBRARY & ART GALLERY

4. That by-law No. 2021-037 be hereby repealed.

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 12th day of July, 2022.

Mayor

Clerk



Schedule "A" to

By-law No. 2022-117

Being a by-law to authorize the Sale of Land to Natasha Baril being 545
Lakeshore Road (PLAN M37NB PT LOTS 1,59 RP TER709 PART 2 PCL
11350,12171,11247SST LIBRARY & ART GALLERY)
5418-030-001-17300



Agreement of Purchase and Sale Commercial

Form 500

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 26 day of June, 2022

BUYER: NATASHA BARIL
(Full legal names of all Buyers), agrees to purchase from

SELLER: The City of Temiskaming Shores
(Full legal names of all Sellers), the following

REAL PROPERTY:

Address 545 Lakeshore RD

fronting on the East side of Lakeshore Road

in the City of Temiskaming Shores

and having a frontage of 123 Feet more or less by a depth of 57 Feet more or less

and legally described as
**PCL 11247 SEC SST; FIRSTLY: PT LT 1 PL M37NB BUCKE; SECONDLY: PT LT 59 PL M37NB BUCKE
AS IN LT104062Y; T/W LT104062Y; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING** (the "property")
(Legal description of land including easements not described elsewhere)

PURCHASE PRICE: Dollars (CDN\$) 99,000.00
Ninety-Nine Thousand Dollars

DEPOSIT: Buyer submits upon acceptance
(Herewith/Upon Acceptance/as otherwise described in this Agreement)
One Thousand Dollars (CDN\$) 1,000.00

by negotiable cheque payable to Miller Realty Group Inc. "Deposit Holder"
to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A and B LB NB attached hereto form(s) part of this Agreement.

1. IRREVOCABILITY: This offer shall be irrevocable by Seller ~~Buyer~~ until 12 on
(Seller/Buyer) (a.m./p.m.)
the 28 day of June, 2022, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the day of
see Schedule A, 20..... Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

NB

INITIALS OF SELLERS(S):

LB

3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer’s Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer’s Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, “Document”) shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.:
(For delivery of Documents to Seller)

FAX No.:
(For delivery of Documents to Buyer)

Email Address: **lchristomrg@gmail.com**
(For delivery of Documents to Seller)

Email Address:
(For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**
All items attached to and forming part of the real property including all shelving, security cameras, all window coverings and blinds

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:
NONE - hot water tank has been removed

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price.** The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act (“ETA”), together with a copy of the Buyer’s ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):



INITIALS OF SELLERS(S):



- 8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the day of..... **see Schedule A**....., 20....., (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use (.....) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
- 9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
- 10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
- 11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.
- 12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
- 13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.
- 14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):



INITIALS OF SELLERS(S):



- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;
 (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 20. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. ELECTRONIC SIGNATURES:** The parties hereto consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act*, 2000, S.O. 2000, c.17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.
- 28. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



29. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.
 SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

.....
 (Witness)

 (Witness)

 (Buyer/Authorized Signing Officer) **NATASHA BARIL** (Seal)

 (Buyer/Authorized Signing Officer) (Seal)
 (Date) 06/27/22

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.
 SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

.....
 (Witness)

 (Witness)

 (Seller/Authorized Signing Officer) **Logan Belanger** (Seal)

 (Seller/Authorized Signing Officer) (Seal)
 (Date) 06/28/22

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

.....
 (Witness)

 (Spouse) (Seal)
 (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 7:14 PM this 06/27/22 day of 20.....
 (a.m./p.m.)

 (Signature of Seller or Buyer) **Natasha Baril**

INFORMATION ON BROKERAGE(S)		
Listing Brokerage	MILLER REALTY GROUP INC., BROKERAGE	(705) 647-6444
	Laurie Christo	(Tel.No.)
	(Salesperson/Broker/Broker of Record Name)	
Co-op/Buyer Brokerage	MILLER REALTY GROUP INC., BROKERAGE	(705) 647-6444
	Laurie Christo	(Tel.No.)
	Laurie Christo/D471	
	(Salesperson/Broker/Broker of Record Name)	

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

.....
 (Seller) **Logan Belanger**

 (Seller)

 Address for Service

 (Tel. No.)
 Seller's Lawyer
 Address
 Email

 (Tel. No.) (Fax. No.)

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

.....
 (Buyer) **Natasha Baril**

 (Buyer)

 Address for Service

 (Tel. No.)
 Buyer's Lawyer
 Address
 Email

 (Tel. No.) (Fax. No.)

FOR OFFICE USE ONLY	COMMISSION TRUST AGREEMENT
To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale: In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust. DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.	
..... (Authorized to bind the Listing Brokerage)	Acknowledged by: Laurie Christo (Authorized to bind the Co-operating Brokerage) 06/27/22

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Schedule A Agreement of Purchase and Sale – Commercial

Form 500

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: NATASHA BARIL, and

SELLER: The City of Temiskaming Shores

for the purchase and sale of 545 Lakeshore RD Temiskaming Shores

..... ON POJIKO dated the 26 day of June, 20..... 22

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

In addition to any other provision in this Agreement or any Schedule thereto the parties agree that any deposit to be delivered by the Buyer to the Deposit Holder may be delivered by Electronic Funds Transfer (EFT) to an account designated by the Deposit Holder. Provided further the Buyer making the EFT shall, with respect to the said EFT, provide such information to the Deposit Holder as required by the Deposit Holder to comply with the requirements of the Real Estate and Business Brokers Act, 2002, as amended from time to time or to comply with other relevant statutory requirements.

The parties hereto consent and agree to the use of electronic signature pursuant to the Electronic Commerce Act 2000, S.O. 2000, c17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.

September 15

LB NB



This Offer is conditional upon the Buyer obtaining at the Buyer's expense, a Phase 2 Environmental Assessment and Air Quality Inspection satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 5 PM on ~~August 31~~, 2022 returned to the Buyer in full without deduction. The Seller agrees to co-operate in providing access to the property for the purpose of this Environmental Site Assessment. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

September 15

LB NB

The Seller will allow the Buyer to attend at the property 2 further times at a date acceptable to the Seller for the purposes of measurements and planning.

The Seller and Buyer agrees that the closing date will be within 14 business days of the removal of all conditions and the title search date will be within 7 business days of the removal of all conditions.

The Seller acknowledges that a pre-closing visit will take place by the Buyer at a mutually agreed upon time, prior to completion and after the Seller has completely moved out, for the purpose of verifying that: 1) the property is in the condition that it was when the buyer last saw it; and 2) the seller didn't remove any fixtures or other items that were identified as included in the Agreement of Purchase and Sale.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

NB

INITIALS OF SELLERS(S):

LB



Schedule B Agreement of Purchase and Sale

Form 105
for use in the Province of Ontario

If you use more than 1 Schedule page,
change the total page # to include it.

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: Natasha Baril, and

SELLER: The City of Temiskaming Shores

for the property known as 545 Lakeshore, Haileybury, ON P0J 1K0

..... dated the 26th day of June 22 20.....

1. Investigations and Information.

(a) The Buyer acknowledges and agrees that notwithstanding any other provision in this Agreement to the contrary, the Buyer has entered into this Agreement on the basis that the Buyer has conducted or will conduct its own investigations of the Property. The Buyer has and shall be deemed to have inspected the Property, satisfied itself with respect to the Property and all matters and things connected with or in any way related to the Property, and to have relied entirely upon its own investigations and inspections in entering into this Agreement and accepted the Property on Closing. The Seller shall not be required to provide any letters of compliance, releases or acknowledgments whatsoever.

(b) The Buyer acknowledges and agrees that notwithstanding any other provision in this Agreement to the contrary, the Buyer has entered into this Agreement on the basis that it is not relying on any information supplied to the Buyer by the Seller or its agents or representatives and that any such information was supplied without representation or warranty, and that the responsibility for the verification of any such information shall be wholly the responsibility of the Buyer at its own risk.

2. As Is, Where Is.

The Buyer acknowledges and agrees that notwithstanding any other provision in this Agreement to the contrary, the Buyer has entered into this Agreement on the basis that the Buyer is purchasing the Property on an "as is, where is" basis. Without limiting the generality of the foregoing, the Buyer will accept the Property subject to any and all defects and deficiencies, encroachments and any requirements that may have been, now are or may in the future be, issued by any federal, provincial or other governmental authority having jurisdiction over the Property and subject to encumbrances permitted by section 10. The Seller shall have no liability or obligation with respect to the Environmental Conditions or any other state, nature, quality or condition in, on, under or near the Property, environmental or otherwise, whether or not it is within the knowledge or imputed knowledge of the Seller, its employees, agents, representatives or contractors, any and all of which shall on the Completion Date be accepted and assumed by the Buyer.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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Schedule B Agreement of Purchase and Sale

Form 105

for use in the Province of Ontario

3. No representations.

The Buyer acknowledges and agrees that notwithstanding any other provision in this Agreement to the contrary, the Buyer has entered into this Agreement on the basis that the Seller is not providing and has not made any representations, warranties, statements, acknowledgments, inducements or promises whatsoever (save and except as expressly stated in this Agreement) with respect to the Property or any other aspect of this Agreement, whether statutory, express or implied, oral or written, legal, equitable, collateral or otherwise, and without limitation regarding any of the following:

(a) the fitness for any particular purpose, use, zoning, suitability, description, marketability, access, condition, state of repair, quality or extent of the Property, availability of services, or building permits or any present or intended use of or development of the Property;

(b) the Environmental Condition, in or about the Property and any lands adjacent thereto; the discharge of Hazardous Materials from, on, or in relation to the Property or any lands adjacent thereto; the existence, state, nature, kind, identity, extent or effect of any liability to fulfil any obligations with respect to the Environmental Condition of the Property. The Buyer acknowledges that it accepts the Property in the existing Environmental Condition and any contamination thereof whether or not the Environmental Condition or contamination is known by the Seller prior to Closing, and that the Buyer will have no recourse against the Seller for any such pre-existing Environmental Conditions or contamination, and will provide all assurances and releases in respect thereto; or

(d) any other matter or thing whatsoever in respect of any or all of the Property or otherwise affecting this Agreement.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



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Schedule B Agreement of Purchase and Sale

Form 105

for use in the Province of Ontario

4. Assumption

The Buyer covenants and agrees to be liable for any Claim and to indemnify and hold each of the Seller Indemnified Parties completely harmless in respect of any Claim, whenever and however caused or incurred, and which is directly or indirectly incurred, sustained or suffered by or asserted against any Seller Indemnified Party relating to, arising out of, resulting from or in any way connected with the Environmental Conditions, including, without limitation: any defects, including latent defects, howsoever caused whether existing prior to or arising after the completion of the within transaction; and the costs and expense to study, investigate, clean-up, remediate, control, remove, manage or undertake other action relating to the Property or any other properties affected by contaminants, substances or wastes emanating, migrating or originating from or onto the Property required by common law and/or as a result of a remedial order; or compliance with any issued or threatened remedial orders. It is understood and agreed that this clause and the covenants of the Buyer contained herein shall not expire with or be terminated, merged or extinguished by the completion of the transaction of purchase and sale contemplated by this Agreement, and the indemnity herein shall be conclusively deemed to have been made at the Completion Date with the same force and effect as though such indemnity had been made at that time, and the provisions of this clause shall survive the completion of this transaction.

5. Record of Site Condition.

The Buyer covenants and agrees that, within twelve months of the Completion Date it shall file a record of site condition ("RSA") for the Property in the Environmental Site Registry under Part XV.1 of the Environmental Protection Act, R.S.O. 1990, c. E.19 and Ontario Regulation 153/04. The Buyer shall provide the Seller with a copy of the RSA on the date on which it is successfully filed along with all supporting and other documentation requested by the Seller.

6. Survival

The representations, warranties and covenants contained in this Schedule "B" shall survive and shall not merge on the completion of this transaction.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



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Schedule B Agreement of Purchase and Sale

Form 105

for use in the Province of Ontario

In this Agreement, the following capitalized terms shall have the designated meaning:

"Claim" means any claim, suit, proceeding, charge, loss, cost, expense, liability, demand, action, debt, fine, penalty, judgment, order, interest, payment and/or damage (including reasonable counsel and other reasonable professional fees).

"Environmental Conditions" means, collectively: (i) discharges, deposits, spills, escapes or releases of any Hazardous Substances into the natural environment in, on, over, under or at the Property; (ii) claims, actions, prosecutions, charges, hearings or other proceedings of any kind in any court or tribunal that relate to the Property or any violation of any Environmental Laws relating to the Property; (iii) violations of, or any orders or directions with respect to, any applicable Environmental Laws relating to the Property; (iv) use of the Property for a waste disposal site or the existence of fill material on or forming any portion of the Property; and (v) injunctions, orders or judgments outstanding relating to environmental matters with respect to the Property;

"Environmental Laws" means, collectively, the Environmental Protection Act, R.S.O. 1990, c. E.19, and any other legislation, regulation or any applicable order, decision or the like rendered by any Authority relating to any Hazardous Substances;

"Hazardous Substances" means those substances that are generally considered hazardous to human health and includes any pollutants, liquid wastes, industrial wastes, hauled liquid wastes, toxic wastes, dangerous or hazardous wastes, materials, or substances or contaminants;

"Seller Indemnified Parties" means the Seller and its officers, employees, agents and representatives.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



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Confirmation of Co-operation and Representation Buyer/Seller

Form 320

for use in the Province of Ontario

BUYER: NATASHA BARIL

SELLER: The City of Temiskaming Shores

For the transaction on the property known as: 545 Lakeshore RD Temiskaming Shores ON P0J1K0

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation: "Seller" includes a vendor, a landlord, lessor or a prospective seller, vendor, landlord or lessor and "Buyer" includes a purchaser, tenant, lessee or a prospective buyer, purchaser, tenant or lessee and "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002, (REBBA).

1. LISTING BROKERAGE

- a) The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
 - 1) The Listing Brokerage is not representing or providing Customer Service to the Buyer.
(If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)
 - 2) The Listing Brokerage is providing Customer Service to the Buyer.
- b) **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:
 - That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
 - That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
 - The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
 - The price the Buyer should offer or the price the Seller should accept;
 - And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.
 However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)

2. PROPERTY SOLD BY BUYER BROKERAGE – PROPERTY NOT LISTED

- The Brokeragerepresent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid (does/does not)
 - by the Seller in accordance with a Seller Customer Service Agreement
- or: by the Buyer directly

Additional comments and/or disclosures by Buyer Brokerage: (e.g. The Buyer Brokerage represents more than one Buyer offering on this property.)

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)

BUYER

CO-OPERATING/BUYER BROKERAGE

SELLER

LISTING BROKERAGE

3. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.

CO-OPERATING BROKERAGE- REPRESENTATION:

- a) [] The Co-operating Brokerage represents the interests of the Buyer in this transaction.
b) [] The Co-operating Brokerage is providing Customer Service to the Buyer in this transaction.
c) [] The Co-operating Brokerage is not representing the Buyer and has not entered into an agreement to provide customer service(s) to the Buyer.

CO-OPERATING BROKERAGE- COMMISSION:

- a) [] The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property ... to be paid from the amount paid by the Seller to the Listing Brokerage.
b) [] The Co-operating Brokerage will be paid as follows:

Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)

Commission will be payable as described above, plus applicable taxes.

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller.

SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

MILLER REALTY GROUP INC., BROKERAGE
(Name of Co-operating/Buyer Brokerage)
127 WHITEWOOD AVE. Temiskaming Shores ON P0J 1P0
Tel: (705) 647-6444 Fax:
(Laurie Christo)
(Print Name of Salesperson/Broker/Broker of Record)

MILLER REALTY GROUP INC., BROKERAGE
(Name of Listing Brokerage)
127 WHITEWOOD AVE. TEMISKAMING SHORES ON P0J1P0
Tel: (705) 647-6444 Fax: (705) 647-6419
(Laurie Christo)
(Print Name of Salesperson/Broker/Broker of Record)

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)

The Buyer/Seller consent with their initials to their Brokerage representing more than one client for this transaction.

NB (Buyer's Initials)

LB (Seller's Initials)

ACKNOWLEDGEMENT

I have received, read, and understand the above information.

Natasha Baril 06/26/2022
(Signature of Buyer) NATASHA BARIL (Date)
(Signature of Buyer) (Date)

Logan Belanger 06/28/22
(Signature of Seller) (Date)
(Signature of Seller) (Date)

The Corporation of the City of Temiskaming Shores

By-law No. 2022-118

Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision 697 Latchford Street (Roll No. 54-18-030-001-100.00)

Whereas Section 50(4) of the Planning Act, R.S.O. 1990, c.P.13, as amended authorizes the Council of a municipality to designate by by-law, a plan of subdivision, or any part thereof, that has been registered for eight (8) years or more, which shall be deemed not to be a registered plan of subdivision for the purposes of subdivision control;

Whereas Council considered Memo No. 031-2022-CS at the July 12, 2022 Regular Council meeting and directed staff to prepare the necessary by-law to deem PLAN M54NB LOTS 107, 108 PCL 13748SST to no longer be lots on a plan of subdivision for consideration at the July 12, 2022 Regular Council meeting.

Now therefore the Council of the Corporation of the City of Temiskaming Shores enacts as follows:

1. That the lands hereinafter described shall be deemed not to be a lot or block on a Registered Plan of Subdivision for the purposes of Section 50(4) of the Planning Act R.S.O. 1990, c.P.13, as amended and as generally illustrated on Schedule "A" attached hereto and forming part of this by-law.
2. That the lands are described as:
 - PLAN M54NB LOTS 107, 108 PCL 13748SST
3. That in accordance with Section 50(28) of the Planning Act, R.S.O. 1990, c.P.13, as amended, a certified copy or duplicate of this by-law shall be registered by the Clerk of the Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
4. That in accordance with Section 50(29) of the Planning Act, R.S.O. 1990, c.P.13, as amended, Council shall give notice of the passing of the by-law within 30 days of the passing to the owner of land to which the by-law applies.
5. That in accordance with Section 50(30) of the Planning Act R.S.O. 1990, c.P.13, as amended, Council shall hear in person or by an agent any person to whom a notice was sent, who within twenty days of the mailing of the notice gives notice to the Clerk of The Corporation of the City of Temiskaming Shores that the person desires to make representations respecting the amendment or repeal of the by-law.
6. That the Mayor and Clerk are authorized to sign all necessary documents in connection with this by-law.

7. That this by-law shall not be effective until a certified copy or duplicate of this by-law is registered by the Clerk of The Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
8. That the passing of this by-law shall be subject to the provisions of the Planning Act.
9. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

Read a first, second and third time and finally passed this 12th day of July, 2022.

Mayor

Clerk

Schedule “A”

City of Temiskaming Shores – PLAN M54NB LOTS 107, 108 PCL 13748SST



The Corporation of the City of Temiskaming Shores

By-law No. 2022-119

Being a by-law to Stop up and Close a Highway – Part of lane, abutting Lots 11,12 and 13 on Plan M-71 NB, described as Part 1 on Plan 54R-6269

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

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

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

Whereas the provisions of Section 34 (1) of The Municipal Act, 2001, S.O., c. 25 sets out procedures for the closing of Highways; and

Whereas Council considered Administrative Report No. CS-028-2022 at the July 12, 2022 Regular Council meeting, and directed staff to prepare the necessary by-law for the Stopping Up and Closing the part of lane, abutting Lots 11,12 and 13 on Plan M-71 NB, described as Part 1 on Plan 54R-6269, for consideration at the July 12, 2022 Regular Council meeting.

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

1. That Part of lane described as Part 1 on Plan 54R-6269; is hereby stopped up and closed.
2. The Mayor and Clerk are authorized to sign all necessary documents in connection to this by-law.
3. That a copy of this by-law be registered at the Land Registry Office in accordance with Section 34 of (1) of the Municipal Act 2001, S.O., c. 25.
4. 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 12th day of July, 2022.

Mayor

Clerk

Schedule "A"

City of Temiskaming Shores – Part of lane described as Part 1 on Plan 54R-6269



Excerpt of Plan 54R-6269

The Corporation of the City of Temiskaming Shores

By-law No. 2022-120

Being a by-law to Stop up and Close a Highway – Nugget Street, being legally described as Part 2 on Plan 54R-6269

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

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

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

Whereas the provisions of Section 34 (1) of The Municipal Act, 2001, S.O., c. 25 sets out procedures for the closing of Highways; and

Whereas Council considered Administrative Report No. CS-028-2022 at the July 12, 2022 Regular Council meeting, and directed staff to prepare the necessary by-law for the Stopping Up and Closing of Nugget Street, being described as Part 2 on Plan 54R-6269, for consideration at the July 12, 2022 Regular Council meeting.

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

1. That Nugget Street being legally described as Part 2 on Plan 54R-6269; is hereby stopped up and closed.
2. The Mayor and Clerk are authorized to sign all necessary documents in connection to this by-law.
3. That a copy of this by-law be registered at the Land Registry Office in accordance with Section 34 of (1) of the Municipal Act 2001, S.O., c. 25.
4. 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.

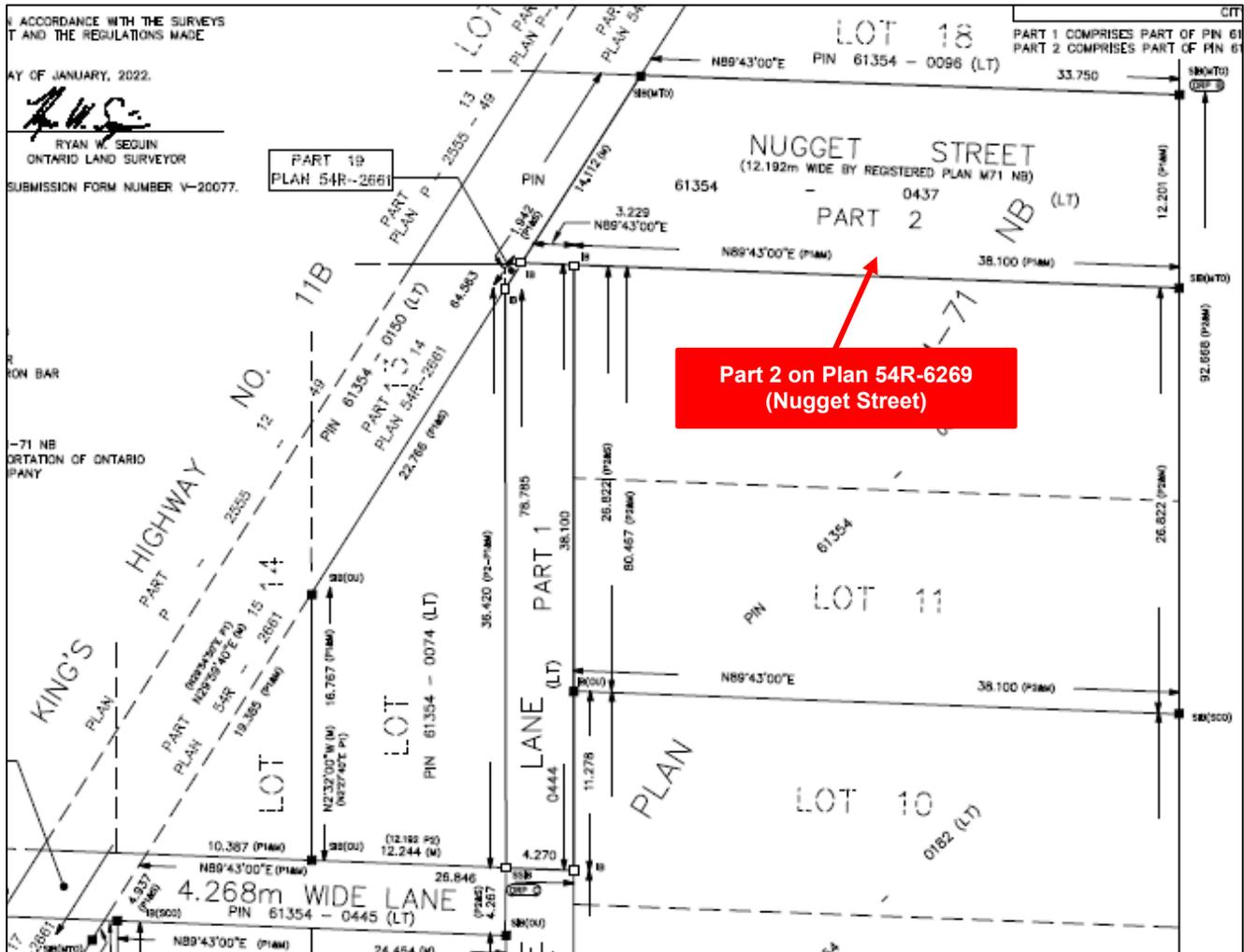
Read a first, second and third time and finally passed this 12th day of July, 2022.

Mayor

Clerk

Schedule "A"

City of Temiskaming Shores – Nugget Street (Part 2 on Plan 54R-6269)



Excerpt of Plan 54R-6269

The Corporation of the City of Temiskaming Shores

By-law No. 2022-121

**Being a by-law to authorize the Sale of Land for a Part of
a Laneway, described as Part 1 on Plan 54R-6269 to
Bradley Sauve**

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25, 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 By-law No. 2015-160 establishes procedures for the disposal of real property, including the giving of notice to the public, governing the sale of land; and

Whereas Council considered Administrative Report No. CS-028-2022 at the July 12, 2022 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into an Agreement of Purchase and Sale with Bradley Sauve for municipal real property, for consideration at the July 12, 2022 Regular Council meeting.

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

1. That Council hereby confirms the procedures set forth in By-law No. 2015-160 have been followed by the municipality in order to allow for the sale of lands herein after referred to in this By-law.
2. That Council authorizes the entering into an Agreement of Purchase and Sale between Bradley Sauve as Purchaser and The Corporation of the City of Temiskaming Shores as Vendor, in the form annexed hereto as Schedule "A" and forming part of this by-law.
3. That Council agrees to sell the subject land in the amount of \$500.00, plus applicable taxes and other such considerations outlined in the said agreement, for the land described as:

Part of Lane, described as Part 1 on Plan 54R-6269

4. The Mayor and Clerk are authorized to sign all necessary documents in connection to this by-law.
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 12th day of July, 2022.

Mayor

Clerk

Offer to Purchase

Bradley Sauve

(as "Purchaser"), having inspected the property, hereby agree to and with

The Corporation of the City of Temiskaming Shores,

(as "Vendor") to purchase the property being:

Part of Lane, described as Part 1 on Plan 54R-6269

(herein called the "Real Property") at the purchase price of five-hundred dollars (\$500.00) payable to the Vendor, subject to adjustments, on the closing date hereinafter set forth.

The Purchaser acknowledges that the land forming part of this transaction is being purchased in an "as is where is" condition without any representations or warranties whatsoever.

Legal Fees

The Parties agree that the Purchaser will pay the Vendor's reasonable legal fees for the transaction.

Road Closing By-Law

The Purchaser and the Vendor acknowledge and agree that a Stop Up and Road Closing By-Law is required as a condition of this transaction. The Purchaser agrees that he shall be fully responsible for the reasonable legal costs relating to the registration of the said By-Law.

The Purchaser further agrees that he shall be fully responsible for the costs of obtaining the reference plan that shall be required as part of this said By-Law. The Purchaser and Vendor agree that this By-Law must be registered prior to closing and that the Closing Date may be extended as required to permit this.

Application to Consolidate

The Purchaser and the Vendor acknowledge and agree that the Vendor is required to complete an application to consolidate as part of the within transaction and that this Agreement shall be fully contingent upon the registration of this application. The Purchaser agrees that he shall be fully responsible for the reasonable legal costs relating to the registration of the said application.

Release of Information

Vendor authorizes the release of any information relating to the Real Property to the Purchaser and the Purchaser's solicitor by any governmental body or authority and appoints the Purchaser and the Purchaser's solicitor as its agent for the purpose. Without limiting the generality of the foregoing the Vendor consents to the disclosure to the Purchaser and the Purchaser's solicitor of any information

relating to the Real Property or the use thereof pursuant to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990. C.F. 31 and the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C. M. 56.

Deficiency Notices and Work Orders

The Vendor represents that as at the date of acceptance hereof the Vendor has not received from any municipal or other governmental authority any deficiency notice or work order affecting the Real Property pursuant to which any deficiencies are required to be remedied or any demolition, repairs or replacements are required to be carried out. If the Vendor receives any such deficiency notice or work order after the date of acceptance hereof, the Vendor shall forthwith produce same to the Purchaser for inspection. If by the date of closing the Vendor has not either (a) complied with such deficiency notice or work order, or (b) settled with the Purchaser any question of an abatement of the purchase price arising out of such deficiency notice or work order, the Purchaser may at his option either (a) accept the Real Property subject to such deficiency notice or work order or (b) terminate this Agreement. In the event of termination as aforesaid, all moneys paid hereunder shall be returned to the Purchaser without interest or deductions.

Adoption of LSUC – OBA Document Registration Agreement

Provided the solicitors for each of the Vendor and the Purchaser are able to complete transactions using electronic registration, the parties agree to complete this transaction using electronic registration, to adopt the LSUC-OBA Document Registration Agreement in use on the Closing Date, and to abide by, and instruct their solicitors to abide by, the closing procedures set forth therein for electronic registration.

Acceptance

This Offer shall be irrevocable by the Purchaser until **11:59 P.M. on the 15th day after the date of signing the offer**, after which time, if not accepted, this Offer shall be null and void.

Title

Title to the Real Property shall be good and free from all encumbrances, except as set out in this Agreement, and except local rates, and except as to any registered restrictions or covenants that run with the land, and subdivision agreements with the municipality, provided the same have been complied with, and except for minor easements for hydro, gas, telephone or like services. Purchaser shall accept the Real Property subject to municipal and other governmental requirements, including building and zoning by-laws, regulations and orders, provided same have been complied with.

Requisitions

Purchaser shall be allowed until closing to investigate the title at his own expense and to satisfy himself that there is no breach of municipal or other governmental requirements affecting the Real Property, that its present use may be lawfully continued and that the

principal buildings may be insured against risk of fire. If within that time any valid objection to title or to any breach of municipal or other governmental requirements, or to the fact that the present use may not be lawfully continued, or that the principal buildings may not be insured against risk of fire, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement shall notwithstanding any intermediate acts or negotiations, be null and void and the deposit money returned to the Purchaser, without interest or deduction, and the Vendor shall not be liable for any costs or damages whatever. Save as to any valid objection so made within such time the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the Real Property.

Surveys and Documents

The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except such as are in the possession or control of the Vendor. The Vendor agrees that he will deliver any existing survey to the Purchaser as soon as possible and prior to the last day allowed for examining title. In the event that a discharge of any mortgage or charge held by a Chartered Bank, Trust Company, Credit Union or Insurance Company which is not to be assumed by the Purchaser on completion, is not available in registrable form on completion, the Purchaser agrees to accept the Vendor's solicitor's personal undertaking to obtain, out of the closing funds, a discharge or cessation of charge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion the Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by the Vendor directing payment to the mortgagee, of the amount required to obtain the discharge out of the balance due on completion.

Closing

This Agreement shall be completed on or before August 19, 2022 on which date vacant possession of the Real Property shall be given to the Purchaser unless otherwise provided for herein.

Inspection of Property

The Purchaser acknowledges having inspected the Real Property prior to submitting this Offer and understands that upon the Vendor accepting this offer there shall be a binding Agreement of Purchase and Sale between the Purchaser and the Vendor. The Purchaser shall be entitled to inspect the Real Property immediately prior to the date for completion.

Adjustments

Unearned fire insurance premiums, fuel, taxes, rentals and all local improvements and water rates and other charges for municipal improvements to be apportioned and allowed to the date of completion of sale (the day itself to be apportioned to the Purchaser). Provided Purchaser may elect not to accept assignment of fire insurance in which case no adjustment for insurance premiums.

Costs

The deed or transfer, save for Land Transfer Tax Affidavit, to be prepared at the expense of the Vendor in a form acceptable to the Purchaser and if a mortgage or charge is to be given back, it shall be prepared at the expense of the Purchaser in a form acceptable to the Vendor.

Planning Act Compliance

This Agreement shall be effective only if the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, C.P. 13 as amended, are complied with, and the Vendor agrees, at his expense, to comply with such provisions and to proceed diligently with the application for such compliance, if necessary.

The Transfer/Deed of Land to be given to the Purchaser shall contain a statement of the Vendor and the Vendor's solicitor pursuant to section 50(22) of the *Planning Act*, R.S.O. 1990, C.P. 13 as amended.

Spousal Consent

The Vendor represents and warrants that no consent to this transaction is required pursuant to s.21(1) of the *Family Law Act*, R.S.O. 1990, C.F. 3 unless the Vendor's spouse has executed this agreement to consent thereto, and that the Transfer/Deed shall contain a statement by the Vendor as required by section 21(3) of the *Family Law Act*, R.S.O. 1990, C.F. 13 or the spouse of the Vendor shall execute the Transfer/Deed to consent thereto.

Residency of Vendor

Vendor further agrees to produce evidence that he is not now and that on closing he will not be a non-resident of Canada within the meaning of s.116 of the *Income Tax Act* of Canada, or in the alternative, evidence that the provisions of s.116 regarding disposition of property by a non-resident person have been complied with at or before closing, failing which the Purchaser will be credited towards the purchase price with the amount, if any, which shall be necessary for the Purchaser to pay to the Minister of Revenue in order to satisfy the Purchaser's liability in respect of tax payable by the Vendor under S. 116 of the *Income Tax Act* of Canada by reason of the sale.

Facsimile

Either party may execute this document by signing a facsimile thereof. The parties agree that execution by any party of a facsimile shall be in all respects identical to execution of an original or photocopy. The parties agree to accept a facsimile of the signature of any party as evidence of the fact that the agreement has been executed by that party. In all respects a facsimile signature may be accepted as having the same effect as an original signature.

Counterpart

This agreement may but need not be executed in counterpart.

Time of Essence

This Offer, when accepted, shall constitute a binding contract of purchase and sale, and time in all respects shall be of the essence in this Agreement.

H.S.T.

If this transaction is subject to Harmonized Sales Tax (HST) pursuant to the Excise Tax Act (Canada) as amended (the "Act") then such HST shall be in addition to and not included in the purchase price, and:

- (a) HST shall be collected and remitted by the Vendor in accordance with the applicable legislation; or
- (b) If applicable, the parties shall jointly execute an election pursuant to Act, such election to be filed by the Purchaser as required under the Act; or
- (c) If the Purchaser is registered under the Act, the Purchaser shall provide the Vendor and its solicitor with proof of his/her HST registration number in a form reasonably satisfactory to the Vendor and its solicitor.

If this transaction is not subject to HST pursuant to the Act, the Vendor agrees to provide on or before closing to the Purchase or Purchaser's solicitor a certificate in the form prescribed by the Act, if so prescribed, or otherwise in a form reasonably satisfactory to the Purchase and his/her solicitor certifying that the transaction is not subject to HST.

Representations and Warranties

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Real Property or supported hereby other than as expressed herein in writing.

Tender

Any tender of documents or money hereunder may be made upon the Vendor or Purchaser or upon the solicitor acting for the party on whom tender is desired, and it shall be sufficient that a cheque certified by a chartered bank or a trust company or the trust cheque of the law firm acting for the party desiring such tender be tendered instead of cash.

Costs of Registration

The Purchaser shall pay all costs of registration and taxes for both parties documents.

Gender

This Offer and the resulting Agreement to be read with all changes of gender or number required by the context.

Remainder of this page left blank intentionally

Signed, Sealed and Delivered this _____ day of _____, 2022.

in the presence of:

Purchaser: **Bradley Sauve**

Per:
Bradley Sauve

Purchaser's Address:



Per:
Witness (print name): _____

The Vendor hereby accepts the above offer.

Dated at the _____ this _____ day of _____, 2022.

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

Mayor - Carman Kidd

Clerk - Kelly Conlin

Vendor's Address:

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

Attn.: Kelly Conlin, Clerk

We have authority to bind the Corporation.

Purchaser's Solicitor:

Ramsay Law Office
P.O. Box 160
18 Armstrong Street
New Liskeard, ON P0J 1P0

Phone Number: (705) 647-4010

Vendor's Solicitor:

Kemp Pirie Crombeen
P.O. Box 1540
22 Armstrong Street
New Liskeard, ON P0J 1P0

Phone Number: (705) 647-7353

The Corporation of the City of Temiskaming Shores

By-law No. 2022-122

Being a by-law to authorize the Sale of Land of Nugget Street, described as Part 2 on Plan 54R-6269 to Bradley Sauve

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25, 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 By-law No. 2015-160 establishes procedures for the disposal of real property, including the giving of notice to the public, governing the sale of land; and

Whereas Council considered Administrative Report No. CS-028-2022 at the July 12, 2022 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into an Agreement of Purchase and Sale with Bradley Sauve for municipal real property, for consideration at the July 12, 2022 Regular Council meeting.

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

1. That Council hereby confirms the procedures set forth in By-law No. 2015-160 have been followed by the municipality in order to allow for the sale of lands herein after referred to in this By-law.
2. That Council authorizes the entering into an Agreement of Purchase and Sale between Bradley Sauve as Purchaser and The Corporation of the City of Temiskaming Shores as Vendor, in the form annexed hereto as Schedule "A" and forming part of this by-law.
3. That Council agrees to sell the subject land That Council agrees to sell the subject land in consideration of \$10.00, and other such considerations outlined in the said agreement land legally described as

Nugget Street, described as Part 2 on Plan 54R-6269

4. The Mayor and Clerk are authorized to sign all necessary documents in connection to this by-law.
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 12th day of July, 2022.

Mayor

Clerk

Offer to Purchase

Bradley Sauve

(as "Purchaser"), having inspected the property, hereby agree to and with

The Corporation of the City of Temiskaming Shores,
(as "Vendor") to purchase the property being:

Nugget Street, described as Part 2 on Plan 54R-6269

(herein called the "Real Property") at the purchase price of ten-dollars (\$10.00) payable to the Vendor, subject to adjustments, on the closing date hereinafter set forth.

The Purchaser acknowledges that the land forming part of this transaction is being purchased in an "as is where is" condition without any representations or warranties whatsoever.

The Purchaser acknowledges that as of the Closing Date, the City of Temiskaming Shores will no longer provide any road maintenance to the Real Property, including but not limited to snow removal, salting, street cleaning and repair. As of the Closing Date, the Purchaser will be solely responsible for any maintenance and repair to the Real Property.

Road Closing By-Law

The Purchaser and the Vendor acknowledge and agree that a Stop Up and Road Closing By-Law is required as a condition of this transaction. The Vendor agrees that he shall be fully responsible for the legal costs relating to the registration of the said By-Law.

The Purchaser further agrees that he shall be fully responsible for the costs of obtaining the reference plan that shall be required as part of this said By-Law. The Purchaser and Vendor agree that this By-Law must be registered prior to closing and that the Closing Date may be extended as required to permit this.

Application to Consolidate

The Purchaser and the Vendor acknowledge and agree that the Vendor is required to complete an application to consolidate as part of the within transaction and that this Agreement shall be fully contingent upon the registration of this application. The Purchaser agrees that he shall be fully responsible for the legal costs relating to the registration of the said application.

Release of Information

Vendor authorizes the release of any information relating to the Real Property to the Purchaser and the Purchaser's solicitor by any governmental body or authority and appoints the Purchaser and the Purchaser's solicitor as its agent for the purpose. Without limiting the generality of the foregoing the Vendor consents to

the disclosure to the Purchaser and the Purchaser's solicitor of any information relating to the Real Property or the use thereof pursuant to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990. C.F. 31 and the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C. M. 56.

Deficiency Notices and Work Orders

The Vendor represents that as at the date of acceptance hereof the Vendor has not received from any municipal or other governmental authority any deficiency notice or work order affecting the Real Property pursuant to which any deficiencies are required to be remedied or any demolition, repairs or replacements are required to be carried out. If the Vendor receives any such deficiency notice or work order after the date of acceptance hereof, the Vendor shall forthwith produce same to the Purchaser for inspection. If by the date of closing the Vendor has not either (a) complied with such deficiency notice or work order, or (b) settled with the Purchaser any question of an abatement of the purchase price arising out of such deficiency notice or work order, the Purchaser may at his option either (a) accept the Real Property subject to such deficiency notice or work order or (b) terminate this Agreement. In the event of termination as aforesaid, all moneys paid hereunder shall be returned to the Purchaser without interest or deductions.

Adoption of LSUC – OBA Document Registration Agreement

Provided the solicitors for each of the Vendor and the Purchaser are able to complete transactions using electronic registration, the parties agree to complete this transaction using electronic registration, to adopt the LSUC-OBA Document Registration Agreement in use on the Closing Date, and to abide by, and instruct their solicitors to abide by, the closing procedures set forth therein for electronic registration.

Acceptance

This Offer shall be irrevocable by the Purchaser until **11:59 P.M. on the 15th day after the date of signing the offer**, after which time, if not accepted, this Offer shall be null and void.

Title

Title to the Real Property shall be good and free from all encumbrances, except as set out in this Agreement, and except local rates, and except as to any registered restrictions or covenants that run with the land, and subdivision agreements with the municipality, provided the same have been complied with, and except for minor easements for hydro, gas, telephone or like services. Purchaser shall accept the Real Property subject to municipal and other governmental requirements, including building and zoning by-laws, regulations and orders, provided same have been complied with.

Requisitions

Purchaser shall be allowed until closing to investigate the title at his own expense and to satisfy himself that there is no breach of municipal or other governmental requirements

affecting the Real Property, that its present use may be lawfully continued and that the principal buildings may be insured against risk of fire. If within that time any valid objection to title or to any breach of municipal or other governmental requirements, or to the fact that the present use may not be lawfully continued, or that the principal buildings may not be insured against risk of fire, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement shall notwithstanding any intermediate acts or negotiations, be null and void and the deposit money returned to the Purchaser, without interest or deduction, and the Vendor shall not be liable for any costs or damages whatever. Save as to any valid objection so made within such time the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the Real Property.

Surveys and Documents

The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except such as are in the possession or control of the Vendor. The Vendor agrees that he will deliver any existing survey to the Purchaser as soon as possible and prior to the last day allowed for examining title. In the event that a discharge of any mortgage or charge held by a Chartered Bank, Trust Company, Credit Union or Insurance Company which is not to be assumed by the Purchaser on completion, is not available in registrable form on completion, the Purchaser agrees to accept the Vendor's solicitor's personal undertaking to obtain, out of the closing funds, a discharge or cessation of charge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion the Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by the Vendor directing payment to the mortgagee, of the amount required to obtain the discharge out of the balance due on completion.

Closing

This Agreement shall be completed on or before August 19, 2022 on which date vacant possession of the Real Property shall be given to the Purchaser unless otherwise provided for herein.

Inspection of Property

The Purchaser acknowledges having inspected the Real Property prior to submitting this Offer and understands that upon the Vendor accepting this offer there shall be a binding Agreement of Purchase and Sale between the Purchaser and the Vendor. The Purchaser shall be entitled to inspect the Real Property immediately prior to the date for completion.

Adjustments

Unearned fire insurance premiums, fuel, taxes, rentals and all local improvements and water rates and other charges for municipal improvements to be apportioned and allowed to the date of completion of sale (the day itself to be apportioned to the Purchaser). Provided Purchaser may elect not to accept assignment of fire insurance in which case

no adjustment for insurance premiums.

Costs

The deed or transfer, save for Land Transfer Tax Affidavit, to be prepared at the expense of the Vendor in a form acceptable to the Purchaser and if a mortgage or charge is to be given back, it shall be prepared at the expense of the Purchaser in a form acceptable to the Vendor.

Planning Act Compliance

This Agreement shall be effective only if the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, C.P. 13 as amended, are complied with, and the Vendor agrees, at his expense, to comply with such provisions and to proceed diligently with the application for such compliance, if necessary.

The Transfer/Deed of Land to be given to the Purchaser shall contain a statement of the Vendor and the Vendor's solicitor pursuant to section 50(22) of the *Planning Act*, R.S.O. 1990, C.P. 13 as amended.

Spousal Consent

The Vendor represents and warrants that no consent to this transaction is required pursuant to s.21(1) of the *Family Law Act*, R.S.O. 1990, C.F. 3 unless the Vendor's spouse has executed this agreement to consent thereto, and that the Transfer/Deed shall contain a statement by the Vendor as required by section 21(3) of the *Family Law Act*, R.S.O. 1990, C.F. 13 or the spouse of the Vendor shall execute the Transfer/Deed to consent thereto.

Residency of Vendor

Vendor further agrees to produce evidence that he is not now and that on closing he will not be a non-resident of Canada within the meaning of s.116 of the *Income Tax Act* of Canada, or in the alternative, evidence that the provisions of s.116 regarding disposition of property by a non-resident person have been complied with at or before closing, failing which the Purchaser will be credited towards the purchase price with the amount, if any, which shall be necessary for the Purchaser to pay to the Minister of Revenue in order to satisfy the Purchaser's liability in respect of tax payable by the Vendor under S. 116 of the *Income Tax Act* of Canada by reason of the sale.

Facsimile

Either party may execute this document by signing a facsimile thereof. The parties agree that execution by any party of a facsimile shall be in all respects identical to execution of an original or photocopy. The parties agree to accept a facsimile of the signature of any party as evidence of the fact that the agreement has been executed by that party. In all respects a facsimile signature may be accepted as having the same effect as an original signature.

Counterpart

This agreement may but need not be executed in counterpart.

Time of Essence

This Offer, when accepted, shall constitute a binding contract of purchase and sale, and time in all respects shall be of the essence in this Agreement.

H.S.T.

If this transaction is subject to Harmonized Sales Tax (HST) pursuant to the Excise Tax Act (Canada) as amended (the "Act") then such HST shall be in addition to and not included in the purchase price, and:

- (a) HST shall be collected and remitted by the Vendor in accordance with the applicable legislation; or
- (b) If applicable, the parties shall jointly execute an election pursuant to Act, such election to be filed by the Purchaser as required under the Act; or
- (c) If the Purchaser is registered under the Act, the Purchaser shall provide the Vendor and its solicitor with proof of his/her HST registration number in a form reasonably satisfactory to the Vendor and its solicitor.

If this transaction is not subject to HST pursuant to the Act, the Vendor agrees to provide on or before closing to the Purchase or Purchaser's solicitor a certificate in the form prescribed by the Act, if so prescribed, or otherwise in a form reasonably satisfactory to the Purchase and his/her solicitor certifying that the transaction is not subject to HST.

Representations and Warranties

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Real Property or supported hereby other than as expressed herein in writing.

Tender

Any tender of documents or money hereunder may be made upon the Vendor or Purchaser or upon the solicitor acting for the party on whom tender is desired, and it shall be sufficient that a cheque certified by a chartered bank or a trust company or the trust cheque of the law firm acting for the party desiring such tender be tendered instead of cash.

Costs of Registration

The Vendor shall pay all costs of registration and taxes for both parties documents.

Legal Fees

The Parties agree that the Vendor will pay the Purchaser's reasonable legal fees for the transaction.

Gender

This Offer and the resulting Agreement to be read with all changes of gender or number required by the context.

Remainder of this page left blank intentionally

Signed, Sealed and Delivered this _____ day of _____, 2022.

in the presence of:

Purchaser: **Bradley Sauve**

Per:
Bradley Sauve

Purchaser's Address:



Per:
Witness (print name): _____

The Vendor hereby accepts the above offer.

Dated at the _____ this _____ day of _____, 2022.

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

Mayor - Carman Kidd

Clerk - Kelly Conlin

Vendor's Address:

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

Attn.: Kelly Conlin, Clerk

We have authority to bind the Corporation.

Purchaser's Solicitor:

Ramsay Law Office
P.O. Box 160
18 Armstrong Street
New Liskeard, ON P0J 1P0

Phone Number: (705) 647-4010

Vendor's Solicitor:

Kemp Pirie Crombeen
P.O. Box 1540
22 Armstrong Street
New Liskeard, ON P0J 1P0

Phone Number: (705) 647-7353

The Corporation of the City of Temiskaming Shores

By-law No. 2022-123

Being a by-law to amend By-law No. 2021-095 as amended to enter into a Rental Agreement with Jade Equipment Company Ltd. for the short-term rental of one (1) Tandem Drive Motor Grader and two (2) 6-Wheel Drive Graders (One Year Extension)

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

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

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

Whereas Council considered Administrative Report No. PW-015-2021 at the June 15, 2021 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into a Rental Agreement with Jade Equipment Company Ltd. for the short-term rental of one (1) Tandem Drive Motor Grader at a rate of \$5,200 per month, and two (2) 6-Wheel Drive Graders at a rate of \$5,800 per month (per unit), and associated delivery costs of \$1,400, per unit (one way), plus applicable taxes, for consideration at the June 15, 2021 Regular Council meeting; and

Whereas Council considered Memo No.008-2022-PW at the July 12, 2022 Regular Council meeting, and directed staff to prepare the necessary by-law to amend By-law No. 2021-095, as amended to permit the extension of the agreement with Jade Equipment for a period beginning November 1, 2022 to April 1, 2023; and to authorize the delegated authority to the Mayor and Clerk to execute any required documentation on behalf of the City of Temiskaming Shores related to the extension of the Jade Equipment Rental Agreement, providing the documentation does not create any financial liability for the City beyond the approved budget, for consideration at the July 12, 2022 Regular Council meeting.

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

1. That Article II, Item A shall be deleted and replaced with the following:
 - a) Pay the Supplier in lawful money of Canada, plus applicable taxes, for the rental of motor graders, subject to additions and deductions as provided in the Contract Documents, based on the following criteria:

Term	Description	Rental/mnth/unit	Total Cost
5 Months (November 1, 2022 to April 1, 2023)	Monthly Rental Fee for Tandem Drive Motor Grader	\$5,200.00	\$26,000.00
5 Months (November 1, 2022 to April 1, 2023)	Monthly Rental Fee for 6 Wheel Drive Motor Grader (per unit)	\$5,800.00	\$58,000.00 (x2)
	Delivery (per unit- one way)	\$1,400.00	\$8,400.00 (x6)
Total			\$92,400.00

2. That the Mayor and Clerk have the delegated authority to execute any required documentation and amendments on behalf of the City of Temiskaming Shores as required under the Jade Equipment Rental Agreement providing the documentation does not create any financial liability for the City that is beyond the budget approved by Council.

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

Read a first, second and third time and finally passed this 12th day of July, 2022.

Mayor

Clerk

The Corporation of the City of Temiskaming Shores

By-law No. 2022-124

Being a by-law to amend By-law No. 2019-114 to enter into an agreement with Compass Minerals Canada Corp. for the Supply and Delivery of Bulk Coarse Highway Salt for the City of Temiskaming Shores (Three-Year Extension)

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

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

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

Whereas Council considered Administrative Report No. PW-021-2019, and adopted By-law No. 2019-114 being a by-law to enter into an agreement with Compass Minerals Canada Corp. for the supply and delivery of Bulk Coarse Highway De-icing Salt for the City of Temiskaming Shores, at the July 9, 2019 Regular Council meeting; and

Whereas Council considered Memo No. 009-2022-PW at the July 12, 2022 Regular Council meeting, and directed staff to prepare the necessary by-law to amend By-law No. 2019-114 to extend the agreement with Compass Minerals Canada Corp. for the Supply and Delivery of Bulk Coarse Highway Salt for three (3) years, in the amount of \$130 per tonne for 2022/23 winter operations; \$133 per tonne for 2023/24 winter operations, and \$135 per tonne for 2024/25 winter operations, plus applicable taxes, for consideration at the July 12, 2022 Regular Council meeting.

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

1. That Article II, Item A shall be deleted and replaced with the following:

Pay the Contractor in lawful money of Canada for the material and services aforesaid in the amount of \$130.00 per tonne for 2022/23 winter operations; \$133.00 per tonne for 2023/24 winter operations, and \$135.00 per tonne for 2024/25 winter operations, plus applicable taxes, subject to additions and deductions as provided in the Contract Documents.

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 12st day of July, 2022.

Mayor

Clerk

The Corporation of the City of Temiskaming Shores

By-law No. 2022-125

Being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Special Meeting held on June 27, 2022 and at its Regular meeting held on July 12, 2022

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

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

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

Whereas it is the desire of the Council of The Corporation of the City of Temiskaming Shores to confirm proceedings and By-laws.

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

1. That the actions of the Council at its Special Meeting held on **June 27, 2022**, and at its Regular meeting held on **July 12, 2022**, with respect to each recommendation, by-law and resolution and other action passed and taken or direction given by Council at its said meeting, is, except where the prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.
2. That the Mayor, or in his absence the presiding officer of Council, and the proper officials of the municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and except where otherwise provided, the Mayor, or in his absence the presiding officer, and the Clerk are hereby directed to execute all documents required by statute to be executed by them, as may be necessary in that behalf and to affix the corporate seal of the municipality to all such documents.

Read a first, second and third time and finally passed this 12st day of July, 2022.

Mayor

Clerk