



The Corporation of the City of Temiskaming Shores  
Regular Meeting of Council  
Tuesday, December 6, 2016  
6:00 P.M.  
City Hall Council Chambers – 325 Farr Drive

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**Agenda**

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

4. **Approval of Agenda**

*Draft Motion*

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 Motion*

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

- a) Regular Meeting of Council – November 15, 2016
- b) Special Meeting of Council – November 22, 2016 (Budget)

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

8. **Question and Answer Period**

9. **Presentations / Delegations**

10. **Communications**

a) Reynald Rivard, Clerk-Treasurer – Township of Armstrong

**Re:** Resolution approving Temiskaming Drag and Fly events at Earlton-Temiskaming Regional Airport

**Reference:** Received for Information

b) Anne-Marie Loranger, Project Coordinator – Building Ties Temiskaming

**Re:** Press Release – Meeting held Wednesday, November 9, 2016

**Reference:** Received for Information

c) Patricia Wilson, Co-Chair – Haileybury Heritage Museum

**Re:** Thank you Letter – Inaugural Great Fire of 1922 Challenge

**Reference:** Received for Information

d) Patricia Wilson, Volunteer - Haileybury Food Bank

**Re:** Extension Request to Lease Agreement for Haileybury Food Bank

**Reference:** Referred to the Director of Corporate Services

- e) Dan Thibeault, Clerk-Treasurer CAO – Municipality of Charlton and Dack

**Re:** Municipal Election requirement for 25 Endorsements – Support to have this requirement be an optional local decision

**Reference:** Received for Information

- f) Carman Kidd, Chair – Board of Health – Timiskaming Health Unit

**Re:** Request for Support - Exploration of Taxation of Sugar Sweetened Beverages

**Reference:** Received for Information

- g) Kirsten Walli, Board Secretary – Ontario Energy Board

**Re:** Generic Proceeding on Community Expansion (Natural Gas)

**Reference:** Received for Information

- h) Alison Stanley, Information and Communications Officer – Federation of Northern Ontario Municipalities (FONOM)

**Re:** 2016 Fall Newsletter

**Reference:** Received for Information

- i) Shawn Boggs, Clerk Administrator – Township of McKellar

**Re:** Request for Support – Petition Provincial Government to provide funding for Fire Department Infrastructure

**Reference:** Received for Information

- j) Janet Hope, Assistant Deputy Minister – Ministry of Housing

**Re:** Implementation of Transfer Payment Common Registration System

**Reference:** Referred to the Treasurer

k) John Vanthof, MPP – Timiskaming-Cochrane

**Re:** Soils Classification Mapping

**Reference:** Referred to the Planner

l) Buildings and Industry Division – Natural Resources Canada

**Re:** Energy efficiency in Arenas

**Reference:** Referred to the Manager of Physical Assets

m) Guy Caron, MP - Rimouski-Neigette-Témiscouata-Les basques

**Re:** Ending unfair taxation on family business transfers

**Reference:** Received for Information

*Draft Motion*

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

**11. Committees of Council – Community and Regional**

*Draft Motion*

Be it resolved that the following minutes and/or reports be accepted for information:

a) 2015 4<sup>th</sup> Quarter Haileybury Food Bank Report;

b) Report from the Haileybury Food Bank from January 2016 to October 31, 2016;

- c) Minutes of the Timiskaming Board of Health meeting held on October 5, 2016;
- d) Third Quarter Report (January – September 2016) – Timiskaming Board of Health;
- e) Minutes of the Temiskaming Shores Public Library Board meeting held on October 19, 2016;
- f) Minutes of the Temiskaming Municipal Association meeting held on October 6, 2016;
- g) Minutes of the Age Friendly Community Committee meeting held on October 17, 2016;
- h) Motion No. 2016-35 from the Temiskaming Shores Public Library supporting recommendation LIB-2016-014; and
- i) Motion No. 2016-36 from the Temiskaming Shores Public Library supporting recommendation LIB-2016-015 “New location/facility for the New Liskeard Branch Library”.

**12. Committees of Council – Internal Departments**

*Draft Motion*

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

- a) Minutes of the Corporate Services Committee meeting held on November 17, 2016; and
- b) Minutes of the Recreation Services Committee meeting held on October 17, 2016.

**13. Reports by Members of Council**

**14. Notice of Motions**

**15. New Business**

**a) January to November 2016 Year-to-Date – Capital Project Report**

*Draft Motion*

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of the January to November 2016 Year-to-Date Capital Report for information purposes.

**b) Memo No. 029-2016-CS – Annual Borrowing By-law**

*Draft Motion*

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 029-2016-CS; and

That Council directs staff to prepare the necessary by-law to authorize borrowing for the 2017 fiscal year for consideration at the December 6, 2016 Regular Council meeting.

**c) Approval to transfer surplus funds to Doctor Recruitment Reserve**

*Draft Motion*

Be it resolved that the Council of the City of Temiskaming Shores hereby directs staff to transfer any surplus budget in 2016 for Doctor Recruitment to the Doctor Recruitment Reserve.

**d) Approval to transfer surplus/deficit funds to/from the Municipal Transit Reserve**

*Draft Motion*

Be it resolved that the Council of the City of Temiskaming Shores hereby directs staff to transfer any surplus/deficit budget in 2016 for Transit to/from the Municipal Transit Reserve.

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

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby directs staff to transfer any surplus/deficit budget in 2016 for Cemetery to/from the Cemetery Reserve.

**f) Approval to transfer surplus/deficit funds to/from the Working Fund Reserve**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby agrees that any surplus or deficit from the 2016 Municipal Budget General Operations be transferred to or transferred from the Working Fund Reserve account.

Further be it resolved that Council for The Corporation of the City of Temiskaming Shores hereby agrees that any surplus or deficit from the 2016 Municipal Budget Environmental Operations be transferred to or transferred from the Environmental Water Working Fund Reserve and/or Environmental Sewer Working Fund Reserve account.

**g) Approval to transfer surplus funds to the Library Building Reserve**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby directs staff to transfer any capital surplus budget in 2016 relating to the New Liskeard Branch Library Improvements to a Library Building Reserve to be utilized in the 2017 Capital Budget envelope.

**h) Approval to transfer surplus funds to the Waterfront Development Reserve**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby directs staff to transfer any capital surplus budget in 2016 relating to the Waterfront Development project to a Waterfront Development Reserve to be utilized in the 2017 Capital Budget envelope.

**i) 2017 Municipal Operating Budget**Draft Motion

Whereas Council adopted Resolution No. 2016-594 at its November 22, 2016 Special meeting directing staff to prepare the necessary resolution to adopt the 2017 Municipal Budget estimates for consideration at the December 6, 2016 Regular Council meeting utilizing a 2% increase to the Municipal Tax Levy and a 4% increase to the Water/Wastewater Rates.

Now therefore be it resolved that Council hereby adopts, in principal, the 2017 General Operating Budget estimates as follows:

Department	Net Budget Estimates
General Government	\$ 346,645
Policing	2,225,645
Health & Social Services	2,789,358
Fire & Emergency Management	578,346
Economic Development	307,670
Corporate Services	(14,361,787)
Community Growth & Planning	320,329
Recreation	1,455,280
Public Works	5,000,536
Transit	238,750
Libraries	<u>370,023</u>
Net Transfer to General Capital	(729,205)

And further that Council adopts, in principal, the 2017 Environmental Operating Budget estimates as follows:

Department	Net Budget Estimates
Environmental Services	<u>(231,022)</u>
Net Transfer to Environmental Capital	(231,022)

**j) 2017 Municipal Capital Budget**Draft Motion

Whereas Council adopted Resolution No. 2016-594 at its November 22, 2016 Special meeting directing staff to prepare the necessary resolution to adopt the 2017 Municipal Budget estimates for consideration at the



December 6, 2016 Regular Council meeting utilizing a 2% increase to the Municipal Tax Levy and a 4% increase to the Water/Wastewater Rates.

Now therefore be it resolved that Council hereby adopts, in principal, the 2017 General Capital Budget estimates as follows:

Department	Budget Estimates
Corporate Services	\$ 71,420
Public Works	1,062,075
Recreation & Social Services	550,475
Waterfront Development Project	365,500
Property Maintenance	416,500
Fleet	793,000
Transit	<u>970,000</u>
General Capital Project Total	\$ 4,228,970

And further that Council adopts, in principal, the 2017 Environmental Capital Budget estimates as follows:

Department	Budget Estimates
Environmental Projects	\$ 8,721,022

**k) Memo No. 016-2016-CGP – Downtown Event Infrastructure Upgrades**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 016-2016-CGP; and

That Council directs staff to prepare the necessary by-law to enter into a Funding Agreement with Northern Ontario Heritage Fund Corporation (NOHFC) to complete Downtown Event Infrastructure Upgrades for consideration at the December 6, 2016 Regular Council meeting.

**l) Administrative Report No. PW-048-2016 – Full-Time Engineering Technician**

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-048-2016;

That Council hereby approves a full-time Engineering Technician position for the Public Works Department and directs staff to incorporate the position in the City's Organizational Chart; and

That Council directs the staff to initiate the hiring process, to coincide with the end-date of the funding provided to the City through the Northern Ontario Heritage Fund - Internship Program and in accordance with the Collective Agreement between the City and CUPE Local 5014.

**m) Administrative Report No. CGP-024-2016 – Cultural Sustainability Plan**

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CGP-024-2016;

That Council adopts the South Temiskaming Cultural Sustainability Plan and agrees to work with the Conseil des Arts Temiskaming Arts Council to implement the recommendations of Plan;

That Council agrees to put the remaining municipal funds (estimated at \$24,910) from the South Temiskaming Cultural Sustainability Project into a Reserve; and

That Council agrees to allocate \$9,500 of the Reserve in 2017 and 2018 and \$5,910 in 2019 to enable the Temiskaming Arts Council to implement the recommendations of the South Temiskaming Cultural Sustainability Plan as they relate to the Municipal Cultural Plan.

**16. By-laws**

Draft Motion

Be it resolved that:

By-law No. 2016-177      Being a by-law to enter into a Funding Agreement with Northern Ontario Heritage Fund Corporation (NOHFC) for the upgrading of electrical, lighting and event infrastructure in the downtown core of New Liskeard

By-law No. 2016-178 Being a by-law to authorize the entering into a Financing Agreement with Ontario Infrastructure and Lands Corporation (OILC) resulting from an application submitted under By-law No. 2016-112 for Capital Projects (Temiskaming Shores Infrastructure Upgrades – Phase 1 / North Cobalt Water Stabilization)

By-law No. 2016-179 Being a by-law to authorize borrowing from time to time to meet current Expenditures during the Fiscal Year ending December 31, 2017

By-law No. 2016-180 Being a by-law to authorize the borrowing upon serial debentures in the principal amount of \$1,055,000 towards the cost of the vehicle replacement - 10yr

be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that:

By-law No. 2016-177;

By-law No. 2016-178;

By-law No. 2016-179; and

By-law No. 2016-180.

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 – Tuesday, December 20, 2016 at 6:00 p.m.
- b) Regular – Tuesday, January 17, 2017 at 6:00 p.m.

**18. Question and Answer Period**

**19. Closed Session**

*Draft Motion*

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

- a) **Adoption of the October 18, 2016 – Closed Session Minutes**
- b) **Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour Relations – Human Resources update**
- c) **Under Section 239 (2) (c) of the Municipal Act, 2001 – Proposed Acquisition/Disposition of Land – ARIO Property (New Proposal from Private Sector)**

*Draft Motion*

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

**20. Confirming By-law**

*Draft Motion*

Be it resolved that By-law No. 2016-182 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 **November 22, 2016** and its Regular Meeting held on **December 6, 2016** be hereby introduced and given first and second reading.

*Draft Motion*

Be it resolved that By-law No. 2016-182 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**21. Adjournment**

*Draft Motion*

Be it resolved that City Council adjourns at \_\_\_\_\_ pm.

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



**The Corporation of the City of Temiskaming Shores**  
**Regular Meeting of Council**  
**Tuesday, November 15, 2016**  
**6:00 P.M.**  
**City Hall Council Chambers – 325 Farr Drive**

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**Minutes**

**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, Mike McArthur and Danny Whalen

Present: Christopher W. Oslund, City Manager  
David B. Treen Municipal Clerk  
Doug Walsh, Director of Public Works  
Tammie Caldwell, Director of Recreation  
Kelly Conlin, Director of Corporate Services (A)  
Tim Uttley, Fire Chief

Regrets: Councillor Jeff Laferriere

Media: Darlene Wroe, Temiskaming Speaker  
Bill Buchburger, CJTT 104.5 FM

Members of the Public: 23

**3. Review of Revisions or Deletions to Agenda**

None

**4. Approval of Agenda**

*Resolution No. 2016-578*

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

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

**Carried**

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

None

**6. Review and adoption of Council Minutes**

*Resolution No. 2016-579*

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

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

a) Regular Meeting of Council – November 1, 2016

b) Special Meeting of Council – November 8, 2016 (Budget)

**Carried**

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

None

**8. Question and Answer Period**

None

**9. Presentations / Delegations**

a) Nicole Guertin, Owner – Presidents Suites

**Re:** 1922 Great Fire Challenge – 2017 Event

Nicole Guertin utilizing powerpoint made a presentation to Council in regards to the 1922 Great Fire Challenge recently held at the Haileybury Beach and the proposal for 2017. Nicole outlined that the objective was to raise awareness of the great fire, promote Lake Temiskaming and raise funds for the reprinting of the Great Fire 1922 book.

Nicole stated that there were a number of partners involved in the 2016 event including the Haileybury Heritage Museum, the City, TDSS, President's Suites, Smallman Pharmacy and Kingsway Restaurant and based on the success of the 2016 event (planned in under 2 weeks) it is proposed to make the event bigger for 2017. There were over 100 people in attendance and 31 actually went into the water and \$1,300 was raised for the reprinting of the book.

Nicole outlined a Marketing strategy for the 2017 Edition including logo contest, posters, video, facebook and various media formats. Discussions have been held with L'Ecole d'un Peuple which is a group that will be performing a recreation of the great fire at the Classic Theatre in Cobalt in April 2017. It is anticipated that the group will come back in November and participate at the beach.

Nicole presented a budget for the 2017 edition and outlined that an application for funding will be made under the Celebrate Canada 150 program.

Mayor Kidd thanked Nicole for her presentation.

Resolution No. 2016-580

Moved by: Councillor Jelly  
Seconded by: Councillor Foley

Be it resolved that City Council acknowledges the presentation from Nicole Guertin in regards to the proposed 2017 Great Fire Challenge commemorating the Great Fire of 1922;

That Council hereby supports the 2017 Event and authorizes a financial contribution to a maximum of \$2,000 for marketing purposes; and

That Council refers other items to the Director of Recreation for further discussion and consideration.

**Carried**



## b) Felicity Buckell – Timiskaming Arts Council

**Re:** Culture in Timiskaming

Felicity Buckell utilizing powerpoint outlined that their mission through partnerships and innovations the Conseil des arts Temiskaming Arts Council (CATAC) will promote and enhance arts and culture in Timiskaming. CATAC has a volunteer Board of Directors of twelve (12) and has filed for incorporation as a not-for-profit organization. The founding member organizations (8) from across the region have each committed to contribute \$500 each for the next two years for the start-up of CATAC.

The Action Plan in the first year will be to re-establish the well-received cultural email newsletter, establish an easily accessible calendar of events to help coordinate local organizations, and continue to offer training workshops for organizations and individuals as was being done by the City's Cultural Coordinator. CATAC will also work toward implementing a number of key actions identified in the City's Cultural Plan and the region's Cultural Sustainability Plan such as strengthening communication and collaboration among cultural organizations across South Timiskaming.

Felicity illustrated the 5 year expected Revenues and requested that Council provided CATAC with remainder of the funds budgeted for the regional Cultural Sustainability Project as seed funding so that they can build on the work already commenced. CATAC will work towards financial stability and in years 1 and 2 will increase the revenue by building its membership base, apply for funding from the Ontario Arts Council and Temiskaming Foundation and continue to form partnerships with area municipalities. In 2018 will apply to the Ontario Arts Council under the Communities Arts Program for funding for full time staff.

Mayor Kidd thanked Felicity for her presentation and opened the floor to questions from Council. Councillor McArthur outlined that it is his understanding the CATAC will be seeking funding from municipalities from outside of Temiskaming Shores. Felicity responded that a motion is being put forward at the Cobalt council meeting this evening to support CATAC at \$1,000 in 2017 and they will be approaching other municipalities as well.

Councillor Hewitt commented that Council has invested in physical infrastructure and indicated that we also need to invest in our social infrastructure such as arts, culture and history.

Councillor Whalen inquired as the remaining funds. It was noted at \$24,000. Felicity indicated that it would be the intention to allocate \$10k in year 1 and 2 and \$4K in the third year. Councillor Whalen indicated that prior to making any commitment we need to understand who we are committing dollars with.

Mayor Kidd inquired as to the requirements to receive funding under the Ontario Arts Council. Felicity indicated that they have had discussions with them and we are working towards achieving their requirements.

Resolution No. 2016-581

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that City Council acknowledges the presentation from Felicity Buckell in regards to Culture in Timiskaming;

That Council hereby refers the matter to the Economic Development Officer for the preparation of an Administrative Report for consideration at the December 6, 2016 Regular Council meeting.

**Carried**

c) Mike De Silva - Resident

**Re:** Haileybury Public School – Expression of Interest

Mr. De Silva expressed concerns with respect to the Expression of Interest put forth by the City on behalf of the Zone K-1 and area Veterans Home Corporation in regards to the surplussing of the Haileybury Public School.

Mr. De Silva feels that this is providing an unfair advantage to K-1 and is of the opinion that the proposal does not meet District of Timiskaming Social Services Administration Board's (DTSSAB) definition of low income housing.

Mr. De Silva outlined some of the substantial investments made by them over the past seven (7) years creating 43 jobs to date and possibly another 10-12 by the end of 2017.

Mayor Kidd thanked Mr. De Silva for his presentation and outlined that K-1 approached the City for the Expression of Interest such that they could take their engineers into the school to assess the facility with the objective of determine how they could go about renovating the facility and develop a business case. Mayor Kidd further stated that neither the City or DTSSAB have made any commitments and K-1 is working under the 90 day window to assess the facility.

Councillor Jelly, DTSSAB representative, has not to date have submitted any type of business case that remotely satisfies our needs.

Mr. De Silva thanked Council for permitting him to bring this concern forward.

Resolution No. 2016-582

Moved by: Councillor Jelly  
Seconded by: Councillor McArthur

Be it resolved that City Council acknowledges the presentation from Mr. Mike De Silva in regards to the Expression of Interest from the City of Temiskaming in relation to the Haileybury Public School.

**Carried**

**10. Communications**

- a) Jill Hughes, Director – Ministry of Transportation, Transportation Policy Branch

**Re:** Ontario's Climate Change Action Plan – Seeking input to improve commuter cycling networks

**Reference:** Referred to the Recreation Director

- b) Laura Albanese, Minister – Ministry of Citizenship and Immigration

**Re:** June Callwood Outstanding Achievement Award for Voluntarism in Ontario – Call for Nominations

**Reference:** Referred to Senior Staff

- c) M.M. (Marc) Bedard, Superintendent/Commander – Municipal Policing Bureau (OPP)

**Re:** Arbitration Award – Salary Increases

**Reference:** Referred to the Treasurer and Police Services Board

- d) Walter Humeniuk, Temiskaming Shores Resident

**Re:** Alternative Perspective to Craft Beer Festival

**Reference:** Circulated to Council

- e) Ian Ross, Director Communications Services Branch – Ministry of Indigenous Relations and Reconciliation

**Re:** November 6 -12, 2016 – Inaugural Treaties Recognition Week in the Province of Ontario

**Reference:** Received for Information

Resolution No. 2016-583

Moved by: Councillor Whalen  
Seconded by: Councillor Hewitt

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

**Carried**

**11. Committees of Council – Community and Regional**

Resolution No. 2016-584

Moved by: Councillor Foley  
Seconded by: Councillor Jelly

Be it resolved that the following minutes and/or reports be accepted for information:

- a) Minutes of the OCWA Consultation meeting held on October 4, 2016; and
- b) Minutes of the Northeastern Ontario Municipal Association meeting held on October 14, 2016.

**Carried**

**12. Committees of Council – Internal Departments**

Resolution No. 2016-585

Moved by: Councillor Jelly  
Seconded by: Councillor Foley

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

- a) Minutes of the Public Works Committee meeting held on October 6, 2016.

**Carried**

### **13. Reports by Members of Council**

Councillor Hewitt reported on the following:

- Age Friendly: Commended staff and individuals around the Age Friendly Fair with 150 participants and 38 exhibitors. Understand that 61 people signed up to review the Age Friendly Guide which implies we have an active senior group willing to volunteer.
- BIA: Christmas Bows have been installed and Village Noel is right around the corner and hopes there will be a good turnout and good weather.

Mayor Kidd reported on the following:

- Remembrance Day: Good attendance at the ceremony and thanked Councillor McArthur for participating at the service in Haileybury.
- Santa Claus Parade: Recreation staff are working hard on the float and invites all members of Council to participate in the parade.

### **14. Notice of Motions**

None

### **15. New Business**

#### **a) Approval of Council Meeting Schedule – January 2017 to July 2017**

Resolution No. 2016-586

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Whereas By-law 2008-160, as amended indicates that Regular Meetings of Council shall be held on the first and third Tuesdays of each month commencing at 6:00 p.m. unless otherwise decided by Council;

And whereas the last meeting in 2016 will be on December 20, 2016, five days before Christmas and the first meeting in 2017 would be on January 3, 2017, one day after the New Years' Day Statutory Holiday;

Now therefore be it resolved that Council for the City of Temiskaming Shores foresees no benefit to a meeting on the first Tuesday in January 2017;

And furthermore be it resolved that Council does hereby confirms the following schedule of meetings for the months of January 2017 to July 2017:

Tuesday, January 17, 2017	Regular Meeting
Tuesday, February 7, 2017	Regular Meeting
Tuesday, February 21, 2017	Regular Meeting
Tuesday, March 7, 2017	Regular Meeting
Tuesday, March 21, 2017	Regular Meeting
Tuesday, April 4, 2017	Regular Meeting
Tuesday, April 18, 2017	Regular Meeting
Tuesday, May 2, 2017	Regular Meeting
Tuesday, May 16, 2017	Regular Meeting
Tuesday, June 6, 2017	Regular Meeting
Tuesday, June 20, 2017	Regular Meeting

**Carried**

**16. By-laws**

Resolution No. 2016-587

Moved by: Councillor McArthur  
Seconded by: Councillor Foley

Be it resolved that:

By-law No. 2016-175 Being a by-law to amend 2004-132, as amended being a by-law to adopt an Emergency Management Program

be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2016-588

Moved by: Councillor Whalen  
Seconded by: Councillor Jelly

Be it resolved that By-law No. 2016-175 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 – Tuesday, November 22, 2016 at 6:00 p.m. (Budget)
- b) Regular – Tuesday, December 6, 2016 at 6:00 p.m.
- c) Regular – Tuesday, December 20, 2016 at 6:00 p.m.

**18. Question and Answer Period**

None

**19. Closed Session**

None

**20. Confirming By-law**

Resolution No. 2016-589

Moved by: Councillor Foley  
Seconded by: Councillor Jelly

Be it resolved that By-law No. 2016-176 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 **November 8, 2016** and its Regular Meeting held on **November 15, 2016** be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2016-590

Moved by: Councillor Whalen  
Seconded by: Councillor Hewitt

Be it resolved that By-law No. 2016-176 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**Carried**

**21. Adjournment**

*Resolution No. 2016-591*

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that City Council adjourns at 6:58 p.m.

**Carried**

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Mayor – Carman Kidd

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Clerk – David B. Treen





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

**Special Meeting of Council**

**Tuesday, November 22, 2016**

**6:00 P.M.**

**City Hall Council Chambers – 325 Farr Drive**

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**Minutes**

**1. Call to Order**

The meeting was called to order by Mayor Kidd at 6:10 p.m.

**2. Roll Call**

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

Present: Christopher W. Oslund, City Manager  
David B. Treen Municipal Clerk  
Doug Walsh, Director of Public Works  
Tammie Caldwell, Director of Recreation  
Kelly Conlin, Director of Corporate Services (A)  
Tim Uttley, Fire Chief  
Steve Burnett, Environmental and Technical Compliance Coordinator  
Mitch Lafreniere, Manager of Physical Assets  
Laura-Lee MacLeod, Treasurer  
Rebecca Hunt, Library CAO

Regrets:

Media: Darlene Wroe, Temiskaming Speaker  
Bill Buchburger, CJTT 104.5 FM

Members of the Public: 4

**3. Approval of Agenda**Resolution No. 2016-592

Moved by: Councillor Jelly  
 Seconded by: Councillor Foley

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

**Carried****4. Declaration of Special Council Meeting**Resolution No. 2016-593

Moved by: Councillor Laferriere  
 Seconded by: Councillor Hewitt

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**

None

**6. New Business****a) 2017 Municipal Capital Budget – Draft No. 1**

City Manager, Chris Oslund utilizing excel reviewed the draft 2017 Municipal Operational Budget based on the November 8, 2016 Special Council meeting with a number of modifications.

General Operations

	<b>2016 Budget</b>	<b>2017 Budget</b>	<b>Variance</b>
Council:	\$ 143,196	\$ 136,942	\$ 6,254
City Manager:	424,781	209,703	215,078
Fire & Emergency Management:	559,555	578,346	(18,791
Economic Development:	325,898	307,670	18,228

Corporate Services:	1,865,139	1,838,220	26,919
Community Growth and Planning:	396,633	320,329	76,304
Recreation:	1,325,535	1,455,280	(129,745)
Public Works:	4,977,266	5,000,536	(23,270)
Transit:	151,870	238,750	(86,880)
Libraries:	356,937	370,023	(13,086)
<b>Net Municipal Expenditures:</b>	<b>\$ 10,526,810</b>	<b>\$ 10,455,800</b>	<b>\$ 71,010</b>
Policing:	\$ 2,257,837	\$ 2,225,645	\$ 32,192
Health & Social Services:	2,732,025	2,789,358	(57,333)
<b>Total External Expenditures:</b>	<b>\$ 4,989,862</b>	<b>\$ 5,015,003</b>	<b>(\$ 25,141)</b>
<b>Net General Operations:</b>	<b>\$ 15,516,672</b>	<b>\$ 15,470,803</b>	<b>\$ 45,869</b>

Taxation & OMPF Revenues

	<b>2016 Budget</b>	<b>2017 Budget</b>	<b>Variance</b>
General Taxation (net):	(\$ 12,586,591)	(\$ 12,595,322)	\$ 8,731
OMPf:	(3,653,300)	(3,573,000)	(80,300)
<b>Total Taxation &amp; OMPF Revenues:</b>	<b>(\$ 16,239,891)</b>	<b>(\$ 16,168,322)</b>	<b>(\$ 71,569)</b>
<b>Transfer to Capital:</b>	<b>(\$ 723,219)</b>	<b>(\$ 697,519)</b>	<b>(\$ 25,700)</b>

It was noted that increased external Agencies costs and decreased OMPF account for a \$105,441 Budget impact.

Chris reviewed the overall 2017 Capital Projects budget by department with Council and provided a brief description of each proposed project.

Corporate Services

<b>Project</b>	<b>Cost</b>	<b>Funding</b>	<b>Borrow</b>	<b>Res</b>	<b>City Cost</b>
Mun. Drain (Peters Rd.)	\$ 53,355				\$ 53,355
Plotter/Scanner	18,065	6,022			12,043
<b>Proposed Capital Total:</b>	<b>\$ 71,420</b>	<b>\$ 6,022</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 65,398</b>

Fire & Emergency

<b>Project</b>	<b>Cost</b>	<b>Funding</b>	<b>Borrow</b>	<b>Res</b>	<b>City Cost</b>
None					
<b>Total:</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>

Potential for leasing program – impact on operating costs; leasing = overall budget savings of \$24k in 2017.

Public Works

<b>Project</b>	<b>Cost</b>	<b>Funding</b>	<b>Borrow</b>	<b>Res</b>	<b>City Cost</b>
Landfill Expansion (co)	\$ 85,000			\$ 85,000	\$ 0
2017 Roads Program	784,575	57,200		713,100	14,275
Reflectometer	16,000				16,000
MR Compliance Software	11,500				11,500
Golf Course Rd. Bridge Repair	100,000				100,000
Intersection Cameras (2)	50,000				50,000
<b>Proposed Capital Total:</b>	<b>\$ 1,047,075</b>	<b>\$ 57,200</b>	<b>\$ 0</b>	<b>\$ 798,100</b>	<b>\$ 191,775</b>

Chris along with the Director of Public Works reviewed the proposed 2017 Roads Program identified as follows:

<b>2017 Roads Program</b>	<b>Cost</b>	<b>Funding</b>	<b>Borrow</b>	<b>Res</b>	<b>City Cost</b>
Farah Dixon Paving	\$ 135,500				\$ 135,500
McCamus Ave Paving	85,800	57,200			28,600
Murry St Paving	13,800				13,800
Niven St S Surface Treatment	160,000				160,000
Quarry/Dutton Surface Treat	87,000				87,000
Main St Paving	237,350				237,500
Tobler Rd Surface Treatment	65,125				65,125
<b>Total:</b>	<b>\$ 784,575</b>	<b>\$ 57,200</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 727,375</b>

Recreation Department

<b>Project</b>	<b>Cost</b>	<b>Funding</b>	<b>Borrow</b>	<b>Res</b>	<b>City Cost</b>
Bucke Park-Windows/Doors	\$ 20,000			\$ 20,000	\$ 0
STATO Trail	392,175	225,543			166,632
Dym Fireman's Park	55,800	27,900			27,900
NL Arena Floor Machine	7,500				7,500
NL Arena Electrical	20,000				20,000
Zero Turn Lawnmower	13,000				13,000
NL Arena Spectator heating	10,000				10,000
PFC Floor Replacement	20,000				20,000
Squash Court No. 2 Floor	12,000				12,000
<b>Proposed Capital Total:</b>	<b>\$ 1,047,075</b>	<b>\$ 57,200</b>	<b>\$ 0</b>	<b>\$ 798,100</b>	<b>\$ 191,775</b>

Waterfront Development Project

<b>Project</b>	<b>Cost</b>	<b>Funding</b>	<b>Borrow</b>	<b>Res</b>	<b>City Cost</b>
Stabilization & Beautification	\$ 42,000	\$ 37,800		\$ 4,200	\$ 0
Farmer's Market Upgrades	350,000	315,000		35,000	0
<b>Proposed Total Capital</b>	<b>\$ 392,000</b>	<b>\$ 352,800</b>		<b>\$ 39,200</b>	<b>\$ 0</b>

Property Maintenance

<b>Project</b>	<b>Cost</b>	<b>Funding</b>	<b>Borrow</b>	<b>Res</b>	<b>City Cost</b>
NL Cemetery Vault Upgrades	\$ 6,500			\$ 6,500	\$ 0
NL Library Improvements	150,000	75,000		40,000	35,000
View St. Complex Upgrades	75,000				75,000
PFC Mechanical Room Eng.	40,000				40,000
Hlby Marina Breakwall	25,000				25,000
Downtown NL Upgrades	120,000	120,000			0
<b>Proposed Total Capital</b>	<b>\$ 416,500</b>	<b>\$ 75,000</b>		<b>\$ 46,500</b>	<b>\$ 175,000</b>

2017 Fleet

<b>Project</b>	<b>Cost</b>	<b>Funding</b>	<b>Borrow</b>	<b>Res</b>	<b>City Cost</b>
Plow Truck (2)	\$ 550,000		\$ 550,000		\$ 0
¾ Ton Cab Pick Up	40,000		40,000		0
½ ton Cab Pick Up	32,000		32,000		0
Pumper Tanker (\$368 – 2018)	Hlby Station				0
½ ton 1 – w cap 1 – w cover	85,000		85,000		0
SUV Lease (Buyouts)	31,000		31,000		0
Snow Blower Upgrades	20,000				20,000
<b>Proposed Total Capital</b>	<b>\$ 793,000</b>	<b>\$ 0</b>	<b>\$ 773,000</b>	<b>0</b>	<b>\$ 20,000</b>

Transit

<b>Project</b>	<b>Cost</b>	<b>Funding</b>	<b>Borrow</b>	<b>Res</b>	<b>City Cost</b>
Transit Buses (2)	\$ 970,000	\$ 257,995	\$ 712,005		\$ 0
<b>Proposed Total Capital</b>	<b>\$ 970,000</b>	<b>\$ 257,995</b>	<b>\$ 712,005</b>	<b>0</b>	<b>\$ 0</b>

Environmental

<b>Project</b>	<b>Cost</b>	<b>Funding</b>	<b>Borrow</b>	<b>Res</b>	<b>City Cost</b>
N.C. Water Stabilization (co)	\$ 525,000	\$ 258,322	\$ 266,678		\$ 0
Infrastructure – Phase 1 (co)	6,600,000	2,957,908	3,642,092		0
NL Water Plant – Iron filters	1,065,000	516,000	549,000		0
NL Lagoon Blower Upgrades	150,000				150,000

Albert St. Eng.	75,000			75,000
Plotter	6,022			6,022
<b>Proposed Total Capital</b>	<b>\$ 8,721,022</b>	<b>\$ 3,732,230</b>	<b>\$ 4,757,770</b>	<b>\$ 0</b>

City Manager, Chris Oslund outlined that at the November 17, 2016 Corporate Services meeting it was recommended that Council consider a 2.0% increase to the municipal tax levy and a 4.0% increase to the water/wastewater rates for consideration at the November 22, 2016 Special Council meeting.

### **2017 Municipal Tax Levy and Water / Wastewater Increase**

#### Resolution No. 2016-594

Moved by: Councillor Laferriere  
 Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores hereby recommends a 2% increase to the municipal tax levy and a 4% increase to the water/wastewater rates.

**Carried**

### **7. Adjournment**

#### Resolution No. 2016-595

Moved by: Councillor Jelly  
 Seconded by: Councillor McArthur

Be it resolved that City Council adjourns at 7:13 p.m.

**Carried**

\_\_\_\_\_  
 Mayor – Carman Kidd

\_\_\_\_\_  
 Clerk – David B. Treen

# MOTION / RESOLUTION

November 9 16

20



CP/BOX 546  
EARLTON, ONT. P0J 1E0  
Tel: (705) 563-2375  
Fax: (705) 563-2093

No. 2016 - 236(A)

Moved By / Proposé par

*Kevin Kewite*

Seconded By / Appuyé par

*Giorgio Roman*

THAT Council for the Township of Armstrong deems the 1/4 mile drag race and the summer grass races organized yearly by the Temiskaming Drag and Fly to be of an economic benefit to both the Township of Armstrong, the District of Temiskaming as a whole and the Earleton Temiskaming Regional Airport and;

THAT after many attempts the Township of Armstrong finally received written confirmation from Ornge (provider of air transportation for those needing health care services outside our region) that these event are not an impediment to this service because of Runway 16/34 remaining opened during these events and;

THAT Temiskaming Drag and Fly supplies proof of insurance yearly as specified in the contract (see Appendix A) and;

THAT Temiskaming Drag and Fly will follow directives from the Earleton Temiskaming Regional Airport manager to ensure that all safety requirements are met;

THEREFORE the Corporation of the Township of Armstrong authorizes the Temiskaming Drag and Fly to hold both events in 2017;

AND FURTHERMORE that the Corporation of the Township of Armstrong authorizes the Public Works Department to assist the drag races with municipal equipment if required but at the discretion of the Public Works Supervisor;

AND FURTHERMORE, at Council's discretion, this authorization may be rescinded with six months notice.

I hereby certify this to be a true copy of  
Resolution/ByLaw # 2016-236(A)

*K Roman*  
Clerk-Treasurer

- Carried / Adopté
- Amended / Modifié
- Defeated / Rejeté
- Tabled / Présenté

*Robert S. E. Sheri*  
Mayor / Maire

# Tisser des liens entre les Témiscamingues! Building Ties Among Us In Temiskaming!

## Press Release

**Temiskaming Shores, November 10<sup>th</sup>, 2016.** —Residents from the Quebec, Ontario and First Nations area of Temiskaming built ties for the 8<sup>th</sup> time on Wednesday, November 9<sup>th</sup>, and met at the Golden Age Club Hall in St-Bruno-de-Guigues, Quebec. Seventy people enjoyed a dinner catered by «Les Trois Petits Cochons» which was cooked using local food. These meetings are held so that we have a chance to learn more from one another since we all share a region and a common lake, Lake Temiskaming.

Lyna Pine, from «Service de formation aux entreprises du Témiscamingue» and Isabelle Ouellet, campus director of Collège Boréal in Temiskaming, took time to announce that the two institutions had signed a working agreement of collaboration. This only shows that «Building Ties» certainly works. Since the subject of the meeting was a discussion on issues of agro-food and non-timber forest products, Arnaud Warolin, Reeve of the Municipal regional county of Témiscamingue, spoke briefly on agriculture and the trades that have been going on for a long while in the regions. The two MC's of the evening, Tanya Neveu and Ginette Lafrenière, introduced the panel of six participants to talk about challenges of selling local products across different provinces, the support they get and if agro-tourism is worth the effort.

A big thank you to Stephanie Vanthof, from NOFIA, Hélène Lessard, from Fromage au Village, Anny Roy, from L'Éden Rouge, Randy Polson, from Ni Dakinan, Danny Bisson, from Progigraph, and Pierre Bélanger, from Bisons du Nord, that formed the discussion group. We are grateful they shared their experiences with us.



Thank you to M. Raymond Martel, from Bi Lingua Communication, who provided translation services. A special thank you also goes out to all that attend this session. In order to get better acquainted, we need to meet on occasions like this one.

The next session will be held in the spring of 2017 and the Timiskaming First Nation will be our host, and once again, everyone will be invited to attend.

— 30 —

Sources : Anne-Marie Loranger  
Project Coordonnator  
Building Ties, Temiskaming  
705-647-5771  
[Tdlt.btt@gmail.com](mailto:Tdlt.btt@gmail.com)

Jean-Claude Carrière  
Community Project Officer  
ACFO-Témiskaming  
705-647-6105  
[acfotem@ntl.sympatico.ca](mailto:acfotem@ntl.sympatico.ca)







## HAILEYBURY HERITAGE MUSEUM

575 Main Street, P.O. Box 911,  
Haileybury, Ontario  
P0J 1K0



October 31, 2016.

Dear Mayor Kidd and Councillors: RE: 1<sup>st</sup> GREAT FIRE 1922 CHALLENGE IN 2016

On behalf of the Haileybury Heritage Museum may I express our sincere thank you for your total co-operation and assistance to make this event a success.

The event was an excellent showing of the "Dip into the Lake" arranged by Nicole Guertin and Jocelyn Blais of President's Suites. The purpose of the event was to raise funds to enable our Museum to reprint our historic book "The Great Fire of 1922" which is composed of true stories from survivors of the fire.

I would also like to thank Paul Allair, Superintendent of Parks and his crew for their assistance with the Pioneer Spirit and the surrounding grounds. A job well done.

Thank you one and all for a fun event. Looking forward to next year!

Yours Truly

A handwritten signature in cursive script that reads 'Patricia Wilson'.

Patricia Wilson,

Co-chair.

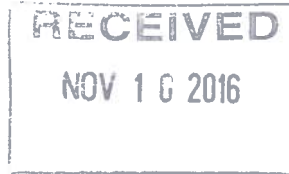
Haileybury Heritage Museum

**Phone: 705-672-1922 Fax: 705-672-2551**

**Email: [hhmuseum@hotmail.ca](mailto:hhmuseum@hotmail.ca)**

HAILEYBURY FOOD BANK

C/O BOX 353  
HAILEYBURY, ON POJ IKO



NOV. 7, 2016

MR. DAVID TREEN,  
MUNICIPAL CLERK, CITY OF TEMISKAMING SHORES  
HAILEYBURY, ON, POJ IKO

DEAR SIR:                   RE: LEASE AGREEMENT, BY-LAW NO 2013 – 193:  
JANUARY 1<sup>ST</sup>, 2017 TO DECEMBER 31, 2017,

On behalf of the Haileybury Food Bank may we respectfully request an extension of our use of the City's building for the purpose of operating and serving those in need of assistance.

We would appreciate a five year term.

We would further appreciate if you would consider allowing us permission to use the locked office on the employee side.

We could certainly use the whole building but all of the above is totally up to you, Mayor Kidd and Councillors.

Thank you for your assistance in the past and please consider the future.

Yours truly,

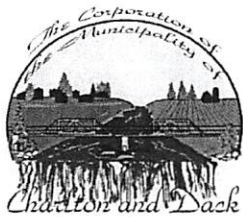
A handwritten signature in blue ink that reads "Patricia Wilson". The signature is written in a cursive, flowing style.

Patricia Wilson, on behalf of the  
Haileybury Food Bank.

/pw

✓c.c. Kelly Conlin, Director of Corporate Services,

Laura Lee MacLeod, Treasurer.



# MUNICIPALITY OF CHARLTON AND DACK

## Resolution of Council

MOVED BY:

Julie Veerman

MOTION NO: 16-271

SECONDED BY:

Jim Huff

DATE: October 24<sup>th</sup>, 2016

**WHEREAS** the Ministry of Municipal Affairs has implemented a new requirement that anyone wishing to run for office on a council must submit the signatures of 25 voters supporting the nomination;

**AND WHEREAS** in many small municipalities it has become increasingly difficult to attract councillors and this requirement will discourage qualified and new candidates;

**AND WHEREAS** in rural communities accessibility is even more difficult and infringes Ontarians with Disabilities (AODA);

**AND WHEREAS** the Province has stated that they want to encourage more local decision making.

**NOW THEREFORE BE IT RESOLVED THAT** the Municipality of Charlton and Dack request the Province to re-evaluate this requirement and allow it to be an optional local decision to avoid negative consequences to many municipalities.

**FURTHER THAT** this resolution be circulated to the Minister of Municipal Affairs, the Critics for Municipal Affairs, the Association of Municipalities of Ontario, the Federation of Northern Ontario Municipalities, and all municipalities in the Province of Ontario for consideration.

<input checked="" type="checkbox"/>	CARRIED
<input type="checkbox"/>	DEFEATED
<input type="checkbox"/>	DEFERRED

Signature of Presiding Officer: M. N. Bond

### DIVISION VOTE

Position	Name	Yeas	Nays
Councillor	Chauncey Corley	Certified to be a true copy from the Corporation of the Municipality of Charlton and Dack, passed in Council on the <u>24</u> day of <u>October</u> , 20 <u>16</u> .	
Councillor	Jim Huff		
Councillor	Debbie Veerman		
Councillor	Clem Yantha		
Reeve	Merrill Bond		

Dan Thibeault, Clerk Treasurer CAO  
Municipality of Charlton and Dack

### DECLARATION OF CONFLICT OF INTEREST

declared their interest, abstained from the discussion and did not vote on the question.



Services de santé du

**TIMISKAMING**

Health Unit

*Enhancing your health in so many ways.*

**Head Office:**

247 Whitewood Avenue, Unit 43  
PO Box 1090  
New Liskeard, ON P0J 1P0  
Tel.: 705-647-4305 Fax: 705-647-5779

**Branch Offices:**

Englehart Tel.: 705-544-2221 Fax: 705-544-8698  
Kirkland Lake Tel.: 705-567-9355 Fax: 705-567-5476

[www.timiskaminghu.com](http://www.timiskaminghu.com)

**Date:** November 2, 2016  
**Resolution #:** 02-2016  
**Title:** **Support of a comprehensive approach to addressing overweight and obesity, including exploration of taxation of sugar sweetened beverages**  
**MOVED BY:** Kimberly Gauthier  
**SECONDED BY:** Jesse Foley

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**WHEREAS** the rates of overweight and obesity have been increasing among adults and children in Timiskaming and youth who are overweight and obese are at higher risk of being overweight or obese in adulthood<sup>1</sup>; and

**WHEREAS** the etiology of obesity is complex and involves interactions between genetic, social and environmental factors; and

**WHEREAS** the Senate's Report on Obesity describes an innovative, whole-of-society approach to address this important issue<sup>3</sup>, found to be most effective to bring about social change in order to improve health and wellbeing; and

**WHEREAS** as part of a comprehensive approach, specific policy measures such as taxation can have a measurable impact, particularly when they are large enough to affect consumer behaviour, and revenues are redirected toward prevention efforts<sup>2,8</sup>; and

**WHEREAS** the World Health Organization recommends the consumption of free sugar, both added and natural sugars be limited to 10% of total energy intake to reduce the risk of overweight, obesity and tooth decay<sup>6</sup>; and

**WHEREAS** it is estimated that Canadians consume as much as 15% of their total calorie intake from added sugars<sup>4</sup>; and

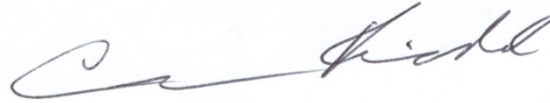
**WHEREAS** in children, higher intake of sugar sweetened beverages, the primary source of added sugar in diet<sup>7</sup>, has been associated with a 55% increased risk of being overweight or obese compared to children with lower intake<sup>5</sup>; and

**WHEREAS** Dietitians of Canada position statement *Taxation and sugar-sweetened beverages* identifies sugar-sweetened beverages taxation as a public health intervention with potential positive health impact<sup>9</sup>, specially when combined with further policy efforts; and

**NOW THEREFORE BE IT RESOLVED** that the Timiskaming Health Unit endorse the concept of a comprehensive province-wide healthy eating approach, including taxation of sugar sweetened beverages with investment of generated revenue in health promotion and chronic disease prevention initiatives.

**AND FURTHER THAT** THU join the Association of Local Public Health Units in calling on the Ontario government to develop a province-wide comprehensive strategy to promote healthy eating and taking into considerations the recommendations in the Senate’s Report on Obesity and the Heart and Stroke Foundation Sugar, Heart Disease and Stroke Position Statement, including taxation of sugar-sweetened beverages with investment of generated revenue in health promotion and chronic disease prevention initiatives.

- Carried
- Defeated
- Deferred



Chair – Board of Health

Cc: Sharon Lee Smith, Associate Deputy Minister, Policy and Transformation, MOHLTC  
Dr. David Williams, Chief Medical Officer of Health  
Roselle Martino, Assistant Deputy Minister, Population and Public Health Division, MOHLTC  
John Vanthof, MPP, Timiskaming-Cochrane  
Linda Stewart, Association of Local Public Health Agencies  
Local Municipalities

# Board of Health Briefing and Resolution

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**Date:** November 2, 2016

**Purpose:** Support of a comprehensive approach to addressing overweight and obesity, including exploration of taxation of sugar-sweetened beverages

**Prepared by:** Caroline McBride, Public Health Dietitian and Laura Dias, Public Health Dietitian

**Reviewed by:** Kerry Schubert-Mackey, Director of Community Health, Jessica Bigelow, Public Health Dietitian, Rebecca Hanemaayer, Public Health Dietitian and Val Haboucha, Research Planning and Policy Analyst

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## **Purpose and background**

In Canada, current dietary trends and health outcomes show that there is a growing prevalence of overweight, obesity and other chronic diseases among adults and children<sup>1,2</sup>, an issue that has gained the attention of health care providers and government funders. The magnitude of this issue is such that experts predict it will lower life expectancy of future generations<sup>3</sup>. Obesity-related chronic diseases, such as type 2 diabetes, are being diagnosed at younger ages and remain an issue throughout life<sup>3</sup>. Economically speaking, it is estimated that the cost of obesity in Canada (direct and indirect) total 4.6 to 7.1 billion dollars every year<sup>4</sup>, compromising our health care system.

Body weight is a complex issue influenced by a number of factors including the physical environments and communities we live in, and personal health behaviours (i.e. diet and physical activity).<sup>4</sup> Awareness and education has not been sufficient to address this population health issue. Consequently, diverse stakeholders support the Standing Senate Committee of Social Affairs, Science and Technology position of calling for a comprehensive approach to address this complex problem of obesity<sup>2,3,4</sup>. A comprehensive approach includes multiple strategies, such as:

- the development of policies supporting a healthy environment (e.g., taxation of sugar-sweetened beverages),
- supporting the adoption of healthier behaviours (e.g., increasing affordability of healthy foods),
- updating existing healthy eating guidelines to incorporate the latest available evidence on obesity prevention (e.g., including free sugars on nutrition facts table), and
- improving communication (i.e. promote public awareness campaign on healthy eating)<sup>4</sup>.

## **Sugar-Sweetened Beverages**

Added sugars currently represent an estimated 15% of the total calorie intake among Canadians<sup>1</sup>, higher than the 10% upper limit recommended by the World Health Organization<sup>5</sup>. Sugar-Sweetened Beverages (SSB) are the primary source of sugar in the diet<sup>2</sup>. SSB consumption is increasing in Canada, especially among adolescents<sup>1</sup>: 21% of the average daily sugar intake for ages 9 to 18 comes from soft and fruit flavoured drinks<sup>10</sup>. Furthermore the serving sizes of SSB have escalated: while a 16oz container (2 cups) used to be designed for sharing among 3 people, it is now the standard small single serving size fountain drink<sup>11</sup>. Currently a serving size can be as much as 40oz (5 cups) which in a regular cola or fruit flavoured drink contains on average 145 grams or 36 teaspoons of granulated sugar (a 12oz soda can has, on average, 40 grams or 10 teaspoons of granulated sugar). Although there are different definitions in the literature, Dietitians of Canada define SSB as “soft drinks (soda or pop), fruit drinks, sports drinks, tea and coffee drinks,

energy drinks, sweetened milk or milk alternatives and any other beverages to which sugar ... has been added”<sup>1</sup>. The increasing consumption of SSB is an issue because not only are SSB high in calories with little or no nutritional value<sup>2</sup>, but they also tend to displace the intake of more nutritious beverages<sup>1</sup>, compromising individuals’ nutritional status. In addition, SSB consumption is described as one of the main factors impacting current rates of overweight and obesity<sup>1</sup>, which are known risk factors for several chronic diseases such as coronary heart disease, type 2 diabetes and some types of cancer<sup>1</sup>. In fact, children with high SSB intake (8oz [1 cup] or more daily) have 55% increased risk of being overweight or obese<sup>8</sup>. There are also indications that SSB may have a role in chronic disease development *without affecting body weight*<sup>1</sup> and frequent SSB consumption is associated with increased risk of dental caries<sup>12</sup>. Targeting SSB consumption is among recommended actions to address overweight and obesity.

### **Taxation of Sugar Sweetened Beverages – Current status**

Applying an excise tax on SSB (thereby increasing shelf-price) based on free sugars per unit and using the generated revenue to support complementary interventions on chronic disease prevention, such as subsidizing the price of fruits and vegetables may have a positive effect in improving healthy behaviours and health outcomes<sup>7</sup>. While the proposed value varies, current evidence suggests that a minimum price increase of 20% is needed for a positive impact in health outcomes<sup>7</sup>. The great potential to lead to sustainable behaviour change, its applicability to the overall population and its cost-effectiveness makes SSB taxation a strong public health intervention. The results from the regions that implemented the tax show that, when properly designed, fiscal policies such as SSB taxation are important in promoting healthier diets<sup>7</sup>. For example, in Mexico a 10% excise tax resulted in a 6-12% decrease in SSB purchases and an increase in water intake<sup>1</sup>. It was also observed that this type of intervention tends to have greater impact on specific populations such as people with low income, youth, and those at high risk for obesity<sup>1</sup>, who all experience greater risk for poor health outcomes<sup>4</sup>. Regarding direct impact on health outcomes, more research from regions where the tax has been implemented is needed<sup>7</sup>.

It is advised that this policy intervention be part of a comprehensive approach and be complemented with other strategies for decreasing the intake of added sugars and promoting health<sup>3</sup>. In Ontario 45 Healthy Kids Community Challenge communities, including the City of Temiskaming Shores and area, are working on programs, policies, and environmental supports to create communities where it's easy for children to lead healthier lives. The second theme of this challenge focuses on promoting water as the healthy choice and reducing consumption of SSB. The reinvestment of tax revenue to support health promotion efforts can drive public support for taxation<sup>1,7</sup>. Additionally, a strong collaboration among tax supporters, including public health professionals, is essential in informing the public and counteracting the negative pressure from opponents to the tax<sup>7</sup>. At the province level the Association of Local Public Health Agencies recently approved Resolution A16-6 (sponsored by Middlesex-London Board of Health), advocating for a comprehensive province-wide healthy eating approach, including taxation of sugar-sweetened beverages<sup>9</sup>.

### **RECOMMENDATIONS:**

Improving health behaviours which contribute to overweight, obesity, and related health outcomes requires coordinated action from all levels of government. It is therefore recommended that Timiskaming Health Unit:

- advocate for a comprehensive province-wide healthy eating approach, including the taxation of sugar-sweetened beverages with investment of generated revenue in health promotion and chronic disease prevention initiatives, and

- continue to champion a comprehensive health promotion approach to promote healthy weights, which includes supporting the development of healthy public policies and the creation of supportive physical and social environments. Local THU staff initiatives include:
  - Supporting food literacy /food skills programming
  - Collaborating with the City of Temiskaming Shores Healthy Kids Community Challenge initiatives including municipal policy directions
  - Collaborating with partners for making the healthy choice the easy choice with respect to healthy eating and reducing SSB.
  - Supporting the implementation of the Ontario School Food and Beverage Policy (PPM 150) and student nutrition program guidelines.
  - Readiness related to Ont. Regulation 50/16 and the implementation of the *Healthy Menu Choices Act, 2015* that will come into force on January 1, 2017.

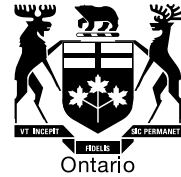
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**Ontario Energy Board**  
P.O. Box 2319  
27th. Floor  
2300 Yonge Street  
Toronto ON M4P 1E4  
Telephone: 416- 481-1967  
Facsimile: 416- 440-7656  
Toll free: 1-888-632-6273

**Commission de l'énergie de l'Ontario**  
C.P. 2319  
27e étage  
2300, rue Yonge  
Toronto ON M4P 1E4  
Téléphone: 416- 481-1967  
Télécopieur: 416- 440-7656  
Numéro sans frais: 1-888-632-6273



**BY E-MAIL**

November 17, 2016

David Treen  
Municipal Clerk  
City of Temiskaming  
P.O. Box 2050, 325 Farr Dr.  
Haileybury ON P0J 1K0  
[dtreen@temiskamingshores.ca](mailto:dtreen@temiskamingshores.ca)

Dear Mr. Treen:

**Re: Generic Proceeding on Community Expansion (Natural Gas)**

Thank you for your interest in the Ontario Energy Board's (OEB) hearing to consider cost recovery mechanisms for expanding natural gas service to Ontario communities that are not currently served.

The OEB has now issued its decision. The decision provides principles to guide the recovery of costs associated with expanding natural gas services. New customers will pay the cost of expansion through a rate structure that reflects that cost. Costs will not be subsidized by existing natural gas customers. Gas utilities interested in expanding their services will need to apply to the OEB and each application will be considered by the OEB, as is the current practice. Gas companies approved by the OEB to expand to new communities must provide a long-term commitment (for example, 10 years) to maintain rate stability to ensure that rates are reflective of long-term costs.

More details and the full decision can be found [here \(EB-2016-0004\)](#).

Thank you again for your interest.

Sincerely,

*Original signed by*

Kirsten Walli  
Board Secretary

## **Fall Newsletter 2016**

**Meeting of the Board of Directors held September 9, 2016** – The FONOM Board of Directors met in the City of Elliot Lake. A number of issues were discussed including Local and Regional Airports definition within the New Building Canada Fund, exclusion of Northeastern Ontario from FIT5 projects, natural gas price increases as a result of the Cap and Trade system, the need for campgrounds to be recognized as a small business for tax purposes and the collection of Provincial Offences Act fines.

**Meeting of the Board of Directors held October 7, 2016** – The FONOM Board of Directors held their meeting following the Northern Ontario Business Awards in the City of Greater Sudbury to show the business community support and recognize their contributions to communities across the North. The Board received a presentation from Northern Policy Institute President and CEO, Charles Cirtwill, who provided an update on current trends in Northern Ontario as well as information on a number of the Institute's initiatives.

**2017 Memberships** – Membership for the upcoming fiscal year have been sent out to all members. Fees are to be paid by March 31, 2017 to ensure the member municipality remains in good standing. Without the support of our members, we would not be able to continue to advocate on behalf of Northern Ontario.

**2017 FONOM/MMA Northeastern Municipal Conference** – Planning is underway for the 2017 conference taking place May 10-12 in the City of North Bay. The conference will take place at Nipissing University and the host hotels include the Holiday Inn Express, Hampton Inn and the Comfort Inn. Further information will be available in the coming weeks and months.

**2017 ROMA Conference** – FONOM will be attending the standalone ROMA Conference January 29-31 in Toronto and have submitted a request to once again meet with members of the Provincial Cabinet on matters concerning the North. We encourage the FONOM membership to attend the ROMA conference which will be more focused on municipalities and rural issues.

### **Next FONOM Board Meeting:**

The next meeting of the FONOM Board of Directors will take place in January 2017.

# Township of McKellar

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P.O. Box 69, McKellar, Ontario P0G 1C0

Phone: (705) 389-2842

Fax: (705) 389-1244

VIA EMAIL

November 22, 2016

The Honourable Kathleen Wynne  
The Honourable Brad Duguid  
The Honourable Bob Chiarelli  
Norm Miller, MPP for Parry Sound-Muskoka  
Association of Municipalities of Ontario (AMO)  
Federation of Northern Ontario Municipalities (FONOM)  
Rural Ontario Municipal Association (ROMA)  
All Ontario Municipalities

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Please be advised that at its regular meeting held, Monday November 21, 2016 the Council of the Township of McKellar passed the following resolution:

**RESOLUTION: 16-384**

**WHEREAS** the *Fire Protection and Prevention Act, 1997*, legislates that fire prevention, public education and fire protection services are a mandatory municipal responsibility;

**AND WHEREAS** there are a total of 449 Fire Departments operating in the province comprised of 32 Full-Time Departments, 191 Composite Departments and 226 Volunteer Departments with 11,376 Full-Time Firefighters, 19,347 Volunteer Firefighters and 343 Part-Time Firefighters staffing these departments;

**AND WHEREAS** the fire service represents a significant percentage of small, rural and northern municipalities' managed capital assets;

**AND WHEREAS** the Municipal Fire Department and associated assets represent critical municipal infrastructure;

**AND WHEREAS** there are currently no funding opportunities available from the Provincial or the Federal Government for the equipment, training, maintenance, operating or capital requirements of local fire departments;

**NOW THEREFORE BE IT RESOLVED** that the Council of the Township of McKellar hereby petition the Provincial Government to recognize the municipal fire service as critical infrastructure by including funding for Fire Department infrastructure as part of the Provincial Governments Infrastructure Strategy to Move Ontario Forward;

**AND FURTHER** that a copy of this resolution be sent to the Premier of Ontario, the Minister of Economic Development, Employment and Infrastructure, Norm Miller, MPP for Parry Sound-Muskoka, the Association of Municipalities of Ontario (AMO), the Federation of Northern Ontario Municipalities (FONOM), the Rural Ontario Municipal Association (ROMA) and all Ontario municipalities.

As per the above resolution, please accept this correspondence for your information and consideration.

If you have any questions please do not hesitate to contact undersigned.

Sincerely,

Shawn Boggs  
Clerk Administrator  
Township of McKellar

**Ministry of  
Municipal Affairs  
Ministry of Housing**  
777 Bay Street, 12th Floor  
Toronto ON M5G 2E5  
Tel.: 416 585-6653  
Fax: 416 585-7328

**MEMORANDUM TO:           The Corporation of the City of Temiskaming Shores**

**DATE:**                       November 21, 2016

**SUBJECT:**                   Transfer Payment Common Registration System

We are pleased to announce that the Province of Ontario is implementing the Transfer Payment Common Registration (TPCR) system, an online registration tool for organizations that receive government funding. This initiative is part of the government's commitment to simplify reporting and reduce administrative burden.

The TPCR system is a self-serve portal through which you will be able to maintain up-to-date information about your organization and upload documents such as financial statements for use in funding applications, reporting and other business needs. You will only be required to register once, and can update information as needed.

The TPCR system will launch on November 21, 2016. Organizations will be invited to register in phases. Registration will start with organizations that are current users of the Grants Ontario system. Subsequent phases will include all organizations receiving transfer payments.

The TPCR is a first step. The Province continues to explore opportunities to modernize transfer payment processes and reduce administrative burden in support of our shared objectives.

Supporting resource materials has been made available as of November 15, 2016 on the Grants Ontario website at [www.grants.gov.on.ca](http://www.grants.gov.on.ca).

Further information will be provided once the system is live and registration is open. If you have any questions, please contact Jeff Lall at (416) 585-6653.

Sincerely,

*Original Signed by Janet Hope*

Janet Hope  
Assistant Deputy Minister  
Ministry of Housing



## John Vanthof

MPP/député Timiskaming-Cochrane



RECEIVED

NOV 22 2016

November 16, 2016

City of Temiskaming Shores  
Box 2050  
Haileybury Ontario P0J 1K0

Dear Mayor Kidd & Council;

As the New Democratic Party (NDP) Critic for the Ministry of Agriculture Food and Rural Affairs (OMAFRA), I would like to take this opportunity to inform you of recent discussions at Queen's Park that involve the Ministry.

Each budgetary year, Government Ministry expenditures must be approved through the Estimates Process. Various Ministries are called before the Estimates Committee to have their budget examined thoroughly by all political parties. For the first time in a decade, the Minister of Agriculture, Food and Rural Affairs was called before the Estimates Committee.

During the Committee hearings, all three parties have the opportunity to question the Minister and his staff on relevant topics of concern.

I have included discussions that may be of interest to you and your organization that occurred between Minister Leal, his staff, and myself. The full Hansard text is available on the Ontario Legislative Assembly site at [www.ontla.on.ca](http://www.ontla.on.ca) under the Debates and Proceedings tab.

Please feel free to contact my office if you have any questions or if I can provide further assistance.

Sincerely,

John Vanthof, MPP  
Timiskaming-Cochrane

**Queen's Park** - Room/Bureau 156, Main Legislative Building/Édifice de l'Assemblée législative, Queen's Park, Toronto, ON, M7A 1A5 • Tel/Tél. : 416-325-2000 • Fax/Télécop.: 416-325-1999 • email/cour.: [jvanthof-qp@ndp.on.ca](mailto:jvanthof-qp@ndp.on.ca)

**Community Office** - Pinewoods Center, 247 avenue Whitewood Ave., Unit/Unité 5, Temiskaming Shores, • Tel/Tél. : 705-647-5995 • Fax/Télécop. : 705-647-1976 • toll free/sans frais : 1-888-701-1105 • email/cour. : [jvanthof-co@ndp.on.ca](mailto:jvanthof-co@ndp.on.ca) **Mailing Address** - PO Box 398, New Liskeard, ON, P0J 1E0



## John Vanthof

MPP/député Timiskaming-Cochrane



Ontario

### Hansard Excerpt

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*Hon. Jeff Leal: Mr. Vanthof, if I could just talk about the soil map for a moment, it's something that I think all agricultural Ontario sees as a very important initiative.*

*The soil map that's used in Canada today for the 10 provinces and the three territories was put in place 40-plus years ago. It was done by the government of Canada through the federal Department of Natural Resources. There was a division of natural resources, which was the Canada Land Inventory system, and the map was done by the Canada Land Inventory group.*

*But what struck me was, I was looking at soil mapping between the city of Kawartha Lakes and the county of Peterborough—the city of Kawartha Lakes is to the west of Peterborough county. I would see a soil profile, and it would come to the boundary between the city of Kawartha Lakes and the county of Peterborough, and all of a sudden the soil profile would change. I thought to myself, "Well, that's pretty unusual that all of a sudden you would have classification of soil, you reach a boundary point and then it changes dramatically." I thought to myself, "What modern business in today's world"—you know, we were talking about technology this morning—"would use a soil map that's 40 years out of date?"*

*We all know that at the municipal level you're obligated to update your official plan and zoning bylaw every five years to reflect changes that occur through land uses for Ontario municipalities. In conversation with my deputy and others and people in the industry, they thought it was a worthwhile initiative to start the process over the next number of years. In fact, we're doing some work up in your neck of the woods. We selected three areas to start. As we roll this out in subsequent years, we'll be able eventually to reclassify every centimetre across the province of Ontario.*

*You know, Mr. Vanthof, from your extensive farming experience in northeastern Ontario that through the introduction of tile drainage—I mean, we're tile-draining land that formerly, under the old soil system, could have been classified as classes 4, 5 and 6. You add the tile drain component to it and it's as productive as classes 1, 2 and 3. Of course, the 40-year-old map from the Canada Land Inventory system doesn't reflect any of that at all. I think it's going to be crucial going forward that that's going to be a modern tool that we're going to use.*

*The Vice-Chair (Miss Monique Taylor): One minute.*

*Mr. John Vanthof: Just to close this one off, just standing up for the 40-year-old map: I looked at it for my farm. My farm has beautiful land, but I've got 30 acres that the Egyptians could have built the*

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**Queen's Park** - Room/Bureau 156, Main Legislative Building/Édifice de l'Assemblée législative, Queen's Park, Toronto, ON, M7A 1A5 • Tel/Tél. : 416-325-2000 • Fax/Télécop.: 416-325-1999 • email/cour.: jvanthof-qp@ndp.on.ca

**Community Office** - Pinewoods Center, 247 avenue Whitewood Ave., Unit/Unité 5, Temiskaming Shores, • Tel/Tél. : 705-647-5995 • Fax/Télécop. : 705-647-1976 • toll free/sans frais : 1-888-701-1105 • email/cour. : jvanthof-co@ndp.on.ca **Mailing Address** - PO Box 398, New Liskeard, ON, P0J 1E0



## John Vanthof

MPP/député Timiskaming-Cochrane



Ontario

*pyramids from, and that showed up on that 40-year-old map as Thornloe clay. So let's not throw everything out—*

*Hon. Jeff Leal: Oh, I'm not. I'm just—*

*Mr. John Vanthof: The one thing is, soil doesn't change. A municipal plan may change, but unless you're really doing something to degrade it incredibly, soil doesn't change. You can improve it—*

*Hon. Jeff Leal: In fact, the 40-year-old map shows some anomalies with regard to profiles across the province. We just wanted to take the time to benefit all of agriculture—*

*Mr. John Vanthof: And one more.*

*Hon. Jeff Leal: Sure.*

*Mr. John Vanthof: In northern Ontario, land has never really been classified, and that's why solar farms are going up on land that should be—maybe not now, but up until you cancelled the program—solar farms are going up in Temiskaming on the best land in northern Ontario, and that's because this land has never been classified. That's a huge mistake.*

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**Queen's Park** - Room/Bureau 156, Main Legislative Building/Édifice de l'Assemblée législative, Queen's Park, Toronto, ON, M7A 1A5 • Tel/Tél. : 416-325-2000 • Fax/Télécop.: 416-325-1999 • email/cour.: [jvanthof-qp@ndp.on.ca](mailto:jvanthof-qp@ndp.on.ca)

**Community Office** - Pinewoods Center, 247 avenue Whitewood Ave., Unit/Unité 5, Temiskaming Shores, • Tel/Tél. : 705-647-5995 • Fax/Télécop. : 705-647-1976 • toll free/sans frais : 1-888-701-1105 • email/cour. : [jvanthof-co@ndp.on.ca](mailto:jvanthof-co@ndp.on.ca) **Mailing Address** - PO Box 398, New Liskeard, ON, P0J 1E0





**Make energy efficiency in arenas your first goal**

Would you like to learn how to save energy, reduce costs and improve the environmental performance of your facility? Our program works with the Canadian building sector to support energy efficiency and green building/energy management best practices in commercial and institutional facilities, including ice rinks and arenas.

On behalf of the Buildings and Industry Division at Natural Resources Canada, we are writing you today in order to confirm the contact information for the person responsible for energy management at your facility. You will be pleased to know that we are in the process of developing new programs and tools specifically targeted to support energy management in Canadian arenas and ice rinks. We would like to work with you and keep you apprised of these programs and offerings.

We would also like to invite you to subscribe to our monthly newsletter, *Heads Up: Building Energy Efficiency*, which is the best way to keep up to date on issues and new initiatives affecting energy efficiency. Please contact [info.services@nrcan.gc.ca](mailto:info.services@nrcan.gc.ca) to sign up or for more information.

Please confirm, via telephone or email, the contact details for the appropriate individual at your organization by November 28, 2016. We are looking for the **name, title, email and telephone number for this contact.**

If you would like to see an example of how our organization can help you to benefit from energy management, please visit our website to view the case study on Canlan Ice Sports and learn how it saved energy and improved the environmental performance of its Canadian arena facilities.

Please visit our website for more information:  
<http://nrcan.gc.ca/ENERGYSTARPortfolioManager>

If you have any questions, please contact us by phone at 1-877-360-5500 or by email at [info.services@nrcan.gc.ca](mailto:info.services@nrcan.gc.ca)

Sincerely,

OEE Info Services  
Buildings and Industry Division | Division des bâtiments et de l'industrie  
Office of Energy Efficiency | l'Office de l'efficacité énergétique  
Natural Resources Canada | Ressources naturelles Canada  
1-877-360-5500



Chambre des Communes  
House of Commons  
CANADA

### Ottawa

Pièce 718  
Édifice de la Confédération  
Ottawa (Ontario)  
K1A 0A6  
Tél. : 613-992-5302

### Rimouski

140, rue Saint-Germain  
suite 109  
Rimouski (Québec)  
G5L 4B5  
Tél. : 418-725-2562

### Dégelis

749, 7e rue Ouest,  
Dégelis, (Québec)  
G5T 1Y9  
Tél: 418-894-6962



## Guy Caron

Député / Member of  
Parliament  
Rimouski-Neigette—  
Témiscouata—Les  
Basques

[Guy.Caron@parl.gc.ca](mailto:Guy.Caron@parl.gc.ca)  
<http://guycaron.npd.ca>

### Ottawa

Room 718  
Confederation Building  
Ottawa, Ontario  
K1A 0A6  
Tel.: 613-992-5302

### Rimouski

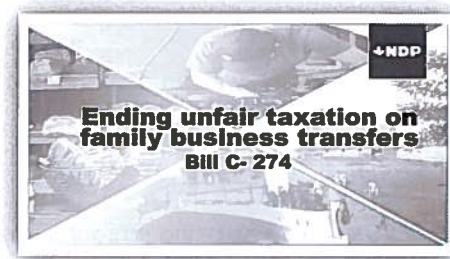
140 Saint-Germain Street,  
Suite 109  
Rimouski, Quebec  
G5L 4B5  
Tel.: 418-725-2562

### Dégelis

749, West St. Dégelis,  
(Quebec)  
G5T 1Y9  
Tel: 418-894-6962

RECEIVED

NOV 18 2016



## Ending unfair taxation on family business transfers

**Bill C-274:** Transfer of small business, family farm or fishing operation

Dear Sir/Madam:

I am pleased to write to you today to ask for your support for my Private Member's Bill to end unfair taxation on family business transfers. The vote will take place Winter 2017.

Bill C-274 seeks to facilitate the transfer of small businesses, family farms and fishing operations between members of the same family. Specifically, it would give owners and buyers in the same family the same rights and privileges extended to non-related persons involved in a transaction.

In Canada, when an individual sells a business to a family member, the difference between the sale price and the price originally paid is considered a dividend. If the individual sells the business to an unrelated person, it is considered a capital gain. That makes it highly disadvantageous to transfer a business to a family member because the transaction does not include the right to a lifetime exemption and is more heavily taxed. This unfair situation penalizes our small businesses, family farms and fishing operations.

Owners of small businesses, family farms and fishing operations all agree that current tax rules discourage the transfer of their businesses to their children. Bill C-274 would remedy that by helping to ensure local businesses remain in the hands of local people. Not only would this legislation protect family businesses, but it would also create local jobs.

Since introducing my bill in the spring, I have received support from numerous farming, fishing and small business organizations, as well as from chambers of commerce across the country:

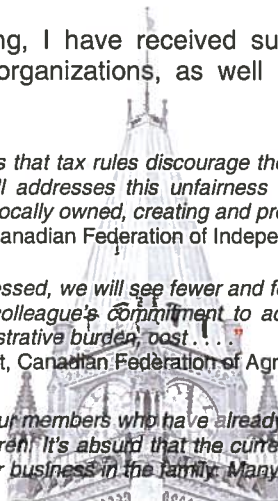
*"Many small business owners are telling us that tax rules discourage them from passing on their firm to their children. Mr. Caron's bill addresses this unfairness and will help small business owners ensure their firm remains locally owned, creating and protecting local jobs."*

**Dan Kelly**, President, Canadian Federation of Independent Business

*"Simply put, if taxation barriers aren't addressed, we will see fewer and fewer family farms in Canada. We support Mr. Caron and his colleague's commitment to addressing these tax burdens that could cause significant administrative burden, cost . . ."*

**Ron Bonnett**, President, Canadian Federation of Agriculture

*"Bill C-274 will mean security for many of our members who have already begun the steps to transfer their business to one of their children. It's absurd that the current rules do not give business owners any incentive to keep their business in the family. Many of our convenience*



*store owners with well-established community businesses want to sell to their children but have to pay more tax when they do. It's high time to change the rules." [Translation]*

**Yves Servais**, Director General, Association des marchands dépanneurs et épiciers du Québec

Together, we can demand that lawmakers change these unfair rules. That means we need the support of your MP. Enclosed you will find a letter that you can sign and return to your MP as well as the Minister of Finance, Bill Morneau. No postage is required.

You can also find more information about the bill at <http://guycaron.ndp.ca/bill-c-274-family-business-transfers> (questions and answers, online petition, reply card and comments form). It is time to level the playing field to ensure the survival of our small businesses, family farms and fishing operations.

If you have any questions or comments, feel free to contact me at 613-992-5302 or [guy.caron@parl.gc.ca](mailto:guy.caron@parl.gc.ca).

Sincerely,

A handwritten signature in blue ink, appearing to read 'Guy Caron', with a stylized flourish extending to the right.

**Guy Caron**

Member of Parliament for Rimouski—Neigette—Témiscouata—Les Basques  
Finance Critic  
Atlantic Canada Opportunities Agency Critic  
Fisheries, Oceans and Canadian Coast Guard Assistant Critic



Township of Georgian Bay

November 16, 2016

**Via e-mail:** [premier@ontario.ca](mailto:premier@ontario.ca)

Honourable Kathleen Wynne, Premier of Ontario  
Legislative Building, Queen's Park  
Toronto, Ontario  
M7A 1A1

Dear Premier Wynne:

**Re: Accommodation Review Process**

A resolution from the Township of Zorra, dated October 21, 2016, was presented to the Township of Georgian Bay Council at a regular meeting held November 14, 2016. Please be advised that the following resolution of support was adopted:

WHEREAS the current Accommodation Review process is not reflective of the reality of rural school and community life;

AND WHEREAS school closures impact single-school small rural communities in all educational, social and economic aspects to a far greater degree than those impacts in multi-school urban communities;

BE IT RESOLVED THAT the Township of Georgian Bay requests the Minister of Education initiate an immediate moratorium on the Accommodation Review Process until such time as a review of the above mentioned impacts on small rural communities be studied, completed and the results and recommendations be considered;

AND THAT this resolution be circulated to Premier Kathleen Wynne, MPP Bill Walker, Minister of Infrastructure, Bluewater District School Board, Bruce-Grey Catholic District School Board, Community School Alliance, County of Grey, County of Bruce, People for Education, and all municipalities in Ontario, and Trillium Lakelands as well as Simcoe Muskoka Catholic School Board.

CARRIED

Yours truly,

Amber McDonald  
Deputy Clerk (A)  
[amcdonald@gbtownship.ca](mailto:amcdonald@gbtownship.ca)

c.c. *Honourable Bill Chiarelli, Minister of Infrastructure*  
*All Ontario Municipalities*  
*Association of Municipalities of Ontario (AMO)*  
*Norm Miller, MPP Muskoka & Parry Sound*  
*District of Muskoka*  
*Trillium Lakelands School Board*  
*Simcoe Muskoka Catholic District School Board*  
*Bluewater District School Board*  
*Bruce-Grey Catholic District School Board*  
*People for Education*  
*Doug Reycraft, Chair, Community School Alliance*  
*County of Grey*  
*County of Bruce*

# HAILEYBURY FOOD BANK REPORT

MEMO TO: MAYOR CARMAN KIDD & ALL  
COUNCILLORS OF TEMISKAMING SHORES

COPY TO: CAPTAINS MARK BRAYE AND NANCY BRAYE,  
SALVATION ARMY

COPY TO: FATHER WAYNE MILLS, TEMISKAMING  
PASTORAL COMMITTEE

FOURTH: QUARTER: OCTOBER, NOVEMBER, DECEMBER, 2015

DATE	NUMBER HOUSEHOLDS	NUMBER ADULTS	CHILDREN UNDER 16	NUMBER OF BAGS
OCT.	51	83	28	544
NOV.	50	76	25	520
DEC.	40	66	23	434
	---	---	---	----
SUB TOTAL:	141	225	76	1498 <b>BAGS</b>

CHRISTMAS:	SINGLES	DOUBLES	FAMILIES	POUNDS
DEC. 2015	28	11	23	
		(EQUALS: 22) PEOPLE	(EQUALS 81) PEOPLE	
				<b>3840 POUNDS</b>

PLEASE NOTE: NEW CLIENTS: OCT. 5 NOV. 3 DEC. 7 = 15

FURTHER PLEASE NOTE:

WE AGAIN WERE VERY FORTUNATE TO HAVE AN ANONYMOUS  
DONOR, VERY GENEROUSLY DONATE COMPLETE CHRISTMAS  
DINNER FOR 30 FAMILIES IN HONOUR OF THE LATE BOB LABINE.

HAILEYBURY FOOD BANK (2) OCT. NOV. DEC. 2015

RESPECTFULLY SUBMITTED THIS 3<sup>RD</sup> DAY OF FEBRUARY, 2016

*Patricia Wilson*

PATRICIA WILSON, HAILEYBURY FOOD BANK COMMITTEE

C.C. TAMMIE CALDWELL, DIRECTOR LEISURE SERVICES  
CLAIRE HENDRIKX, TEMISKAMING FOUNDATION  
KELLY KRAMP, CHAIRMAN, TEMISKAMING FOOD ACTION,  
BY EMAIL

# HAILEYBURY FOOD BANK REPORT

JANUARY 2016 TO OCTOBER 31, 2016

MEMO TO: MAYOR CARMAN KIDD & ALL  
COUNCILLORS OR TEMISKAMING SHORES

COPY TO: CAPTAINS MARK BRAYE AND NANCY BRAYE,  
SALVATION ARMY

COPY TO: FATHER WAYNE MILLS, TEMISKAMING PASTORAL COMMITTEE  
JANUARY TO OCTOBER 31, 2016 REPORT:

DATE: NUMBER OF

	HOUSEHOLDS:	ADULTS	CHILDREN UNDER 16	BAGS	NEW CLIENTS.
JAN. 2016`	32	58	14	.385	3
FEB.	36	52	24	397	0
MAR.	52	76	13	551	1
APR.	40	62	16	465	4
MAY	40	64	22	472	9
JUNE	40	59	16	445	3
JULY	50	68	13	587	9
AUG.	51	73	19	609	9
SEPT.	48	68	12	549	2
OCT.	48	70	16	583	2
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SUB TOTAL:	437	650	165	5043	42

NOTE:

NOV. & DEC. N/A



HAILEYBURY FOOD BANK

(2)

JAN. TO OCT. 2016

RESPECTFULLY SUBMITTED THIS 7<sup>TH</sup> DAY OF November 2016

*Patricia Wilson*

PATRICIA WILSON, HAILEYBURY FOOD BANK COMMITTEE

C.C. TAMMIE CALDWELL, DIRECTOR LEISURE SERVICES

CLAIRE HENDRIKX, TEMISKAMING FOUNDATION

KELLY KRAMP, CHAIRMAN, TEMISKAMING FOOD ACTION, BY EMAIL

**HAILEYBURY FOOD BANK**  
VOLUNTEER HOURS, JAN. TO OCT. 2016

JAN. 87 ½

FEB. 72 ½

MAR. 90 PLUS

24 FOOD DRIVE

114 =

**SUB TOTAL: 274**

APRIL 90

34 EARLTON FARM SHOW

67 LIFE STYLES =

191

MAY 90

JUNE 117 ½

18 MNR FOOD DRIVE =

135 ½

**SUB TOTAL 416 ½**

JULY 95

AUG. 97 ½

SEPT. 117 ½

**SUB TOTAL 310**

OCT. 95

175 DOOR TO DOOR FOOD DRIVE

270

...2

(2)

Haileybury Food Bank

VOLUNTEER HOURS

JAN – OCT. 2016

**TOTAL HOURS**

**1270 1/2**

RESPECTFULLY SUBMITTED THIS 7<sup>TH</sup> DAY OF NOVEMBER, 2016



PATRICIA WILSON, HAILEYBURY FOOD BANK COMMITTEE

C.C. TO: MAYOR CARMAN KIDD & COUNCILLORS

TAMMIE CALDWELL, DIRECTOR, LEISURE SERVICES

CAPTAIN NANCY BRAYE, SALVATION ARMY

FATHER WAYNE MILLS, TEMISKAMING PASTORAL COMMITTEE

CLAIRE KENDRIKX, TEMISKAMING FOUNDATION

KELLY KRAMP, CHAIRMAN, TEMISKAMING FOOD ACTION

## MINUTES

### Timiskaming Health Unit Board of Health

Regular Meeting held on October 5, 2016 at 6:30 P.M.

Kirkland Lake – Timiskaming Health Unit Boardroom

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1. The meeting was called to order at 6:40 p.m.

2. **ROLL CALL**

#### **Board of Health Members**

Carman Kidd	Chair, Municipal Appointee for Temiskaming Shores
Merrill Bond	Municipal Appointee for Township of Chamberlain, Charlton, Evanturel, Hilliard, Dack & Town of Englehart
Kimberly Gauthier	Municipal Appointee for Township of Armstrong, Hudson, James, Kerns & Matachewan
Sherri Louttit	Provincial Appointee
Jesse Foley	Municipal Appointee for Temiskaming Shores <i>(Teleconference)</i>
Audrey Lacarte	Municipal Appointee for Township of Brethour, Harris, Harley & Casey, Village of Thornloe
Sue Cote	Municipal Appointee for Town of Cobalt, Town of Latchford, Municipality of Temagami, and Twp of Coleman
Jean-Guy Chamailard	Municipal Appointee for Town of Kirkland Lake
Tony Antoniazzi	Vice-Chair, Municipal Appointee for Town of Kirkland Lake

#### **Regrets**

Vacant	Municipal Appointee for Township of Larder Lake, McGarry & Gauthier
Maria Overton	Provincial Appointee
Mike McArthur	Municipal Appointee for Temiskaming Shores

#### **Timiskaming Health Unit Staff Members**

Dr. Marlene Spruyt	Medical Officer of Health/Chief Executive Officer
Randy Winters	Director of Corporate Services
Kerry Schubert-Mackey	Director of Community Health
Rachelle Côté	Executive Assistant

3. Presentation: **Older Adult Fall Prevention**  
*by Kerry Schubert-Mackey & Valerie Haboucha*

4. **APPROVAL OF AGENDA**

**MOTION #63R-2016**

Moved by: Tony Antoniazzi

Seconded by: Merrill Bond

Be it resolved that the Board of Health adopts the agenda for its regular meeting held on October 5, 2016, as presented.

CARRIED

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

None.

6. **APPROVAL OF MINUTES**

**MOTION #64R-2016**

Moved by: Sue Cote

Seconded by: Audrey Lacarte

Be it resolved that the Board of Health approves the minutes of its regular meeting held on September 7, 2016, as presented.

CARRIED

Management members and Audrey Lacarte attended the Risk Management webinar provided by ALPHa.

7. **BUSINESS ARISING**

None

8. **REPORT OF THE MEDICAL OFFICER OF HEALTH/CHIEF EXECUTIVE OFFICER**

**MOTION #65R-2016**

Moved by: Sue Cote

Seconded by: Sherri Louttit

Be it resolved that the Board of Health accepts the report of the Medical Officer of Health/Chief Executive Officer as distributed.

CARRIED

9. **NEW BUSINESS**

a. **2016 Public Health Budget**

Approval of the 2016 Public Health Budget was received on September 23, 2016. The dental health programs are now 100% funded. Based on our current funding project costshared, it is predicted that our overall budget will remain frozen for several years.

Still awaiting budget approval for the nursing stations.

**10. CORRESPONDENCE****MOTION #66R-2016**

Moved by: Merrill Bond

Seconded by: Sue Cote

The Board of Health acknowledges receipt of the correspondence for information purposes;

- Niagara Region Health Unit  
Resolution to request the Government of Canada to increase funding for research aimed to enhance the testing of Lyme disease and determine better treatment for long-term outcomes.
- Haliburton, Kawartha, Pine Ridge District Health Unit  
Resolution to endorse a position statement of a basic income guarantee and to request for a joint federal-provincial consideration and investigation for reducing poverty and income insecurity..
- Peterborough Public Health  
Resolution #2016-52 to request the Province of Ontario to increase the funding to enhance environmental surveillance, monitor the pattern of spread and the rate of infection of the tick in various areas of the province, develop control measures.

CARRIED

**11. IN-CAMERA****MOTION #67R-2016**

Moved by: Audrey Lacarte

Seconded by: Jean-Guy Chamaillard

Be it resolved that the Board of Health agrees to move in-camera at 7:20 p.m. to discuss the following matters under section 239 (2):

- a. In-Camera Minutes (September 7, 2016)
- b. Identifiable Individuals

CARRIED

**12. RISE AND REPORT****MOTION #68R-2016**

Moved by: Sue Cote

Seconded by: Sherri Louttit

Be it resolved that the Board of Health agrees to rise with report at 7:24 p.m.

**In-Camera Minutes****MOTION #69R-2016**

Moved by: Merrill Bond

Seconded by: Sue Cote

Be it resolved that the Board of Health approves the in-camera minutes of meeting held on September 7, 2016, as presented.

CARRIED

13. **DATES OF NEXT MEETINGS**

The next Board of Health meeting is scheduled for November 2, 2016.

14. **ADJOURNMENT**

**MOTION #70R-2016**

Moved by: Kim Gauthier

Seconded by: Tony Antoniazzi

Be it resolved that the Board of Health agrees to adjourn the regular meeting at 7:25 p.m.

CARRIED

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Carman Kidd, Board Chair

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Rachelle Cote, Recorder

# Report to the Board of Health

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## Q3 Board Report

January – September 2016

*Prepared by the Management Team*



# HUMAN RESOURCES UPDATE

Randy Winters

## RECENT NEW HIRES

- None

## RESIGNATION

(since last report)

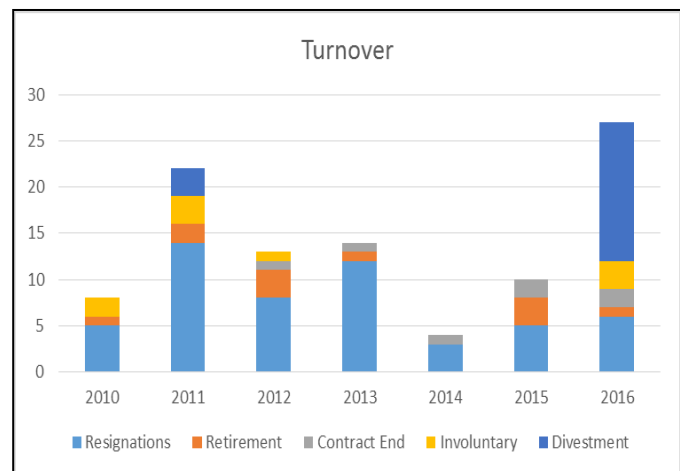
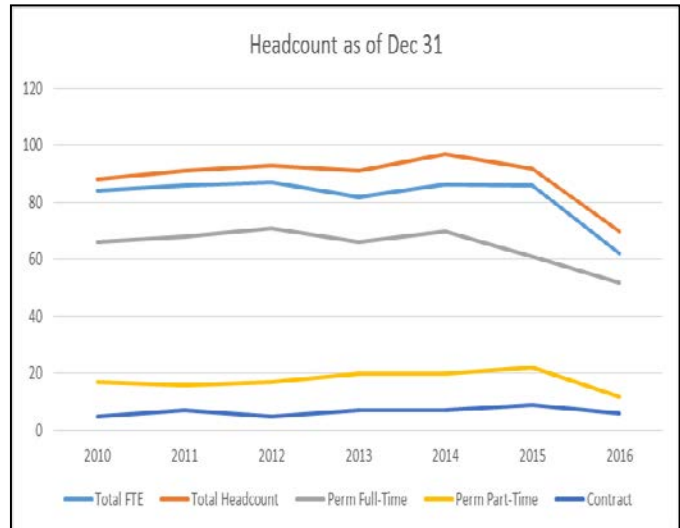
- **MOH/CEO**, Resignation (December 31, 2016)

## RETIREMENT

- None

## CURRENT VACANCIES

- **Health Promoter**, temporary, New Liskeard
- **MOH/CEO**



## COMMUNITY HEALTH

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*Kerry Schubert-Mackey*

### SCHOOL HEALTH

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In Q3, while school summer break is on, a significant amount of planning and critical review/evaluation of programs occurs. In September, a total of 196 interactions occurred with schools; 129 elementary, 45 secondary, 22 post-secondary to support programs and relationship building (excludes programs implemented by other staff e.g. dental/oral health). Activity highlights include:

- Interactions to connect on school needs and some specific THU programs (School Approach to promote Healthy Eating, Active Playgrounds/Bullying Prevention)
- Delivered 5 Healthy Relationship Clinics in 3 secondary schools.
- Booking Grade 7 immunization clinics and distributing consents.
- Supplied information/resources for Northern College and College Boreal Frosh Kits (n=458) and participated in Northern College (KL and Hlby) student information fair reaching approx. 60 students.
- Connected with Tobacco Youth Champions to resume meeting and planning activities.
- Working with HKCC to support implementation of Healthy Kids Community Challenge Sip Smart initiative at schools.
- Began connecting with schools re: Northern Fruit & Vegetable Program a provincial program being expanded in Northern ON.

**Preventing Falls Among Older Adults –Stay On Your Feet (SOYF).** This topic area receives funding from the NE LHIN. The following are some program highlights.

- Completed storyboards re: local Tai Chi and Soup to Tomatoes exercise programs for older adults to share at upcoming NE conference.
- Conducted research and prepared report re: Mobile Fall Prevention Clinics for NE ON.
- Developed evaluation (2 focus groups and a survey) for testing a partner created video on fall risk factors and home safety.
- Drafted a continuum of exercise options in Timiskaming for stakeholder reference and participated in developing NE home safety checklist resource.
- Attended City of Temiskaming Shore’s Age Friendly Community committee meeting & council presentation, and provided a letter of support re: the AFC plan and for a funding application. Also participated in related Age Friendly Fair planning and Seniors Resource Guide development.
- Hosted training for new Stand Up exercise program facilitators, n = 11 across 3 agencies. Work with Stand Up host agencies and promote fall classes (n= 8 across the district)

#### **Spotlight on NE LHIN Stand Up Exercise Program Metrics**

Timiskaming agencies delivered 13 classes (6 more than allotted) and in addition, some agencies deliver a variation of this program which are not included in these results.

Timiskaming providers had the highest participation rate out of the 5 PHU areas (the target number of participants per class is 10).

- 79.3% improved sit to stand (above NE avg.)
- 63.4% improved tandem eyes closed test (above NE avg.)
- 47.6 % improved in one-legged stand test (below NE avg.)
- 56.1 % improved in tandem eyes open (below NE avg.)

Timiskaming Stand Up! Participants were more likely to improve on the sit-to-stand test compared with participants in the rest of the NE LHIN. Depending on where we set the significance level, Timiskaming participants may also be less likely to show improvement on the one legged stand test compared with participants in the rest of the NE LHIN.

- Supported KL Drug & Alcohol Awareness Committee for setting priorities and advance & enhance local initiatives.



*Pour Challenge at LCBO - August 12, 2016*

### Road Safety & Substance Misuse Prevention

- Along with 13 community partners, hosted Young Rider Day in NL and KL reaching 195 students (300+ attendees).
- Worked on evaluation for Preventing Alcohol & Risk Related Trauma in Youth program.
- Preparing for upcoming provincial launch of the Rethink Your Drinking (low-risk alcohol) campaign mid-December.
- Hosted a low-risk drinking *Pour Challenge* at KL LCBO. 16 of 25 participants who took the challenge poured more than a standard drink per guidelines.
- Working on Healthcare Providers survey to measure attitudes and behavior for alcohol
- Ongoing monitoring of Opioid Crisis (national and provincial data). Connected with local pharmacies re: the *Ontario Naloxone Program for Pharmacies*. Naloxone kits are now able to be dispensed by a pharmacist, free to those at risk of opioid overdose and/or their family or peers (Opioid overdose intervention). Several local pharmacies are ready and the balance plan to stock the kits.

### Emerging Matter Spotlight: Cannabis Legalization in Ontario.

The **Ontario Public Health Unit Collaboration on Cannabis working group** collectively submitted feedback to the Federal Task Force on Marijuana Legalization and Regulation (August) 2016. The Federal government announced their [Task Force on Marijuana Legalization and Regulation](#) produced a [discussion paper](#), noting that legislation will focus on:

1. Minimizing harms of use
2. Establishing a safe and responsible production system
3. Designing an appropriate distribution system
4. Enforcing public safety and protection
5. Accessing marijuana for medical purposes

They iterate that this legislation will have a public health focus & that protection of youth, concern

for social and health harms and the production, distribution and consumption of marijuana will take precedent. Legislation to legalize the consumption of marijuana for **recreational purposes** is targeted for the spring of 2017.

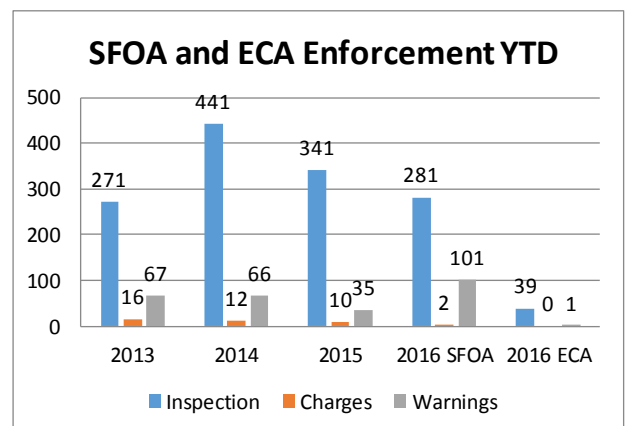
**Physical Activity, Healthy Eating, Healthy Weights (Includes Diabetes Prevention Project Funding)**

- We are awaiting on funding from the Ministry for the Diabetes Prevention Program and thus activities were on hold.
- Contributed to the City of Temiskaming Shores’ Bicycle Friendly Community application and strategic planning for the upcoming year.
- Revised and updated KidSport application.
- Updated participants of the KL healthy active living forum on active living initiatives and plans/new timeline for next steps.
- Provided resources for Open Road Marathon event in Virginiatown.
- Developed videos highlighting school champions who make the healthy eating choice the easy choice and presented to approx. 15 stakeholders at a local Health and Fitness Summit.
- Supported healthy kids community challenge re: water does wonders theme (sip smart), reviewed the impact evaluation framework, internal meeting, supporting planning & evaluation working group.
- Review of resolution re: sugar sweetened beverage taxation and guidelines and continued work on a position statement for addressing healthy weights.
- Presented x 2 on sugar sweetened beverage (Sugar shocker) to Figure Skating Clubs reaching 44 skaters, coaches & parents. Also gave a healthy eating presentation to Employment Options (10 participants).
- Coordinated projects for a Nutrition Summer student.

- Completed analysis of food security project interviews & wrote report.

**Tobacco –Protection, Prevention, Cessation includes Smoke-Free Ontario Act (SFOA) and Electronic Cigarette Act (ECA) – SFO funding.**

- Met with Tem Hospital to discuss cessation support and resources for patients and try to encourage full use of the Ottawa Model.
- Completed mid-year reporting on Smoke Free Ontario & Electronic Cigarette Act work-plan.
- Presented to 12 THU staff working in Family Health/Healthy Babies Healthy Children on tobacco smoke exposure and brief cessation counselling with their clients.
- Ongoing participation in numerous regional and provincial tobacco networks
- Provided brief contact smoking cessation counselling to 56 clients of which 27 were new/initial visits. Dispensed 138 NRT vouchers.
- Promoted numerous cessation education and free NRT kit workshops resulting in hosting 4 workshops (KL and NL) in Q3 reaching 25 participants. Earlton, Elk Lake & Englehart were cancelled due to no registrants.
- In Q3 - received 2 complaints related to the SFOA (school property and workplace) and 1 outside the SFOA re: entrances & exists.
- Of the 44 SFOA warnings in Q3, 22 were related to 2 hospital properties (YTD =69) and 6 for secondary schools.



## INFECTION CONTROL & VACCINE PREVENTABLE DISEASES

Erin Cowan

Office Immunization	NL	KL	ENG	Total
# of clients receiving immunizations	315	150	59	<b>524</b>
# of immunization administered	546	253	126	<b>925</b>

## TRAVEL HEALTH CONSULTATIONS

Client Visits	2013	2014	2015	2016
Kirkland Lake	307	335	317	195
New Liskeard	531	478	682	388
Englehart	103	157	81	N/A

As of 2016, travel consultations for Englehart clients are directed to the travel nurse in New Liskeard.

## INVOICED VACCINE ADMINISTERED

Vaccine	2013-14	2014-15	2015-16	2016-17 (Apr-Sept)
Influenza	6128	5816	4908	1
HPV (School)	451	505	127	102
Meningococcal (School)	284	562	396	57

## COLD CHAIN INSPECTION SUMMARY

	KL		NL		ENG		
	Total inspections	Total failures	Total inspections	Total failures	Total inspections	Total failures	
2013	14	7	26	9	6	5	<ul style="list-style-type: none"> <li>In 2016, there were 21 registered facilities in NL, 6 in Englehart, and 13 in KL.</li> <li>Some facilities get more than one inspection per year due to follow-up.</li> <li>All pharmacy fridge inspections have been completed.</li> <li>Only 7 cold chain failures in the district since January compared to 20 at this time last year.</li> <li>Cold chain program reporting is now entered into Panorama and there is newly required education the nurse must provide during these inspections regarding Adverse Events Following Immunization (AEFI).</li> </ul>
2014	22	7	30	14	7	3	
2015	14	4	26	12	6	6	
2016 (to date)	13	2	24	5	5	13	

## Program updates:

- IPAC day on September 29<sup>th</sup> with 17 representatives from local long-term care homes and other agencies with a stake in infection control. Two facilitators from Public Health Ontario came to deliver focused education on IPAC.
- Working with a local nursing home on the creation of an IPAC staff education pilot project

## Infection Control 2013 2014 2015 2016

Reportable Disease Investigations (non-STI)	80	70	81	62
Outbreaks - Institutional	17	22	24	10
Outbreaks – Community			1	0
Animal Bite Reporting	74	60	77	29
Sexual Transmitted Infections			89	61

\*Note: data reflects lab confirmed investigations only & does not include investigations that are closed as 'does not meet' case definition.

## SEXUAL HEALTH

Client Services	2013	2014	2015	2016
Male Clients	216	210	81	104
Female Clients	1758	1355	602	667
Contraceptives	2190	1856	812	710
Plan B	79	85	48	33

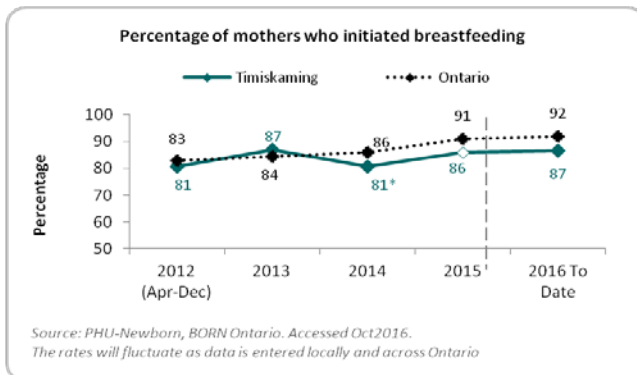
# FAMILY HEALTH

Angie Manners

## HEALTHY BABIES/HEALTHY CHILDREN

Healthy Babies/ Healthy Children	2013	2014	2015	2016
% of women screened during Pregnancy (target: 25%)	100%	73%	58%	77.5%
# of family visits by LHV/PHN or joint by LHV/PHN	201	175	291	399

## BREASTFEEDING



## EARLY CHILDHOOD SCREENS

The HBHC screen is done in the prenatal, postpartum and early childhood period to determine if a family shows risk factors and would benefit from having an In-Depth Assessment done and a referral to the HBHC Blended Home Visiting program.

In the Early Childhood period, the HBHC screen is administered at the age of 6 months and 18 months and referrals to appropriate services are done if required.

In 2014, the Ministry of Children and Youth Services made the Early Childhood screening a priority. THU had very low numbers (0.005% of screens completed in this phase) and since then, PHNs have been working at ways to improve screening of children 6 months and older.

2016	January-September	<b>4.8%</b>
2015	January-December	<b>2.92%</b>

## PRENATAL CLASSES 2016

22

**Face-to-Face**

59

**Online**

## POSTPARTUM MOOD DISORDER VISITS

	Q1	Q2	Q3	Q4	Total
2016	16	20	43		79

PPMD Referrals 48 (year-to-date):

- PHN with PPMD portfolio travels across the district to see clients in the prenatal and postpartum period.
- Face to face visits include home and/or clinic visits.
- PHN is also available to do telephone consultations as needed.
- Referrals received from clients (self-referrals) as well as partners including: midwives, nurse practitioners, CSCT, CMHA, Pavillion, hospital, HBHC

## LIVE BIRTHS

	Number of newborns by quarter				Total
	Q1	Q2	Q3	Q4	
2014	81	76	97	78	332
2015	91	81	90	74	336
2016	74	82	126		282

Source: PHU-Newborn, BORN Ontario. Accessed Apr 2015.

# DENTAL HEALTH, COMMUNICATION & ENVIRONMENTAL HEALTH

Ryan Peters

## DENTAL HEALTH

Caseload	2013	2014	2015	2016
OHISS Screening (Primary: Pre-Kind /Kind & Gr. 2)	912	822	555	463
Regular Screening (Additional: Grade 2-4-6)	2129	1153	1043	1173
Office Screening	124	345	292	118

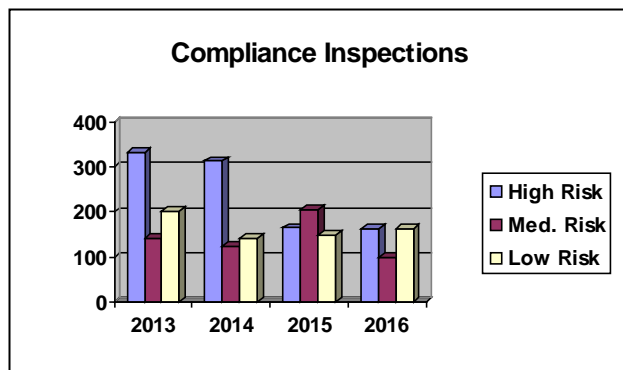
## WORKING TOGETHER EVEN BETTER

### Tools, Techniques, and Skills for Better Mutual Understanding, Collaboration, and Communication

Recently THU held a professional development workshop for all staff, facilitated by Scott Campbell, a well-known presenter in the public health field. The workshop was intended to provide staff with perspectives, tools, and skills that can help build and maintain positive, productive, working relationships — even in the midst of stressful situations. This workshop built off the knowledge staff had gained in a previous session with Scott, where he focused on understanding the four personality temperaments. Now, gaining further insights about working with others better, staff are able to take practical tools that will allow them to turn those insights into action and improve their overall working environment.

## ENVIRONMENTAL HEALTH

### Food Safety



*Risk categorizations were modified in year 2015 which explains the difference of year-end totals with previous years.*

### Sewage Systems

Land Control	2013	2014	2015	2016
Permits Issued	137	137	131	89
File Searches	38	57	60	48
Severance/Subdivision	14	20	15	9
Notifications				0

### Personal Service Settings

Infection Control Inspections (hair salons, tattoos, piercings, aesthetics)	Area	Inspection/Premises
	Dymond/Eng	10/12
	KL-Area	3/21
	Tri-Town-Area	8/13
	Cobalt-Temagami	4/7

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## Temiskaming Shores Public Library Board

Meeting Minutes  
Wednesday, October 19, 2016  
7:00 p.m. at the Haileybury Branch

### 1. Call to Order

Meeting called to order by Chair Donald Bisson at 7:00 p.m.

### 2. Roll Call

Present: Donald Bisson, Brenda Morissette, Danny Whalen, Roger Oblin, Jeff Laferriere  
and CEO/Head Librarian Rebecca Hunt

Regrets: Robert Dodge

Guests: Claire Hendrikx, Jack Birtch, Christine McLeod

Members of the Public: 0

### 3. Adoption of the Agenda

**Moved by:** Jeff Laferriere

**Seconded by:** Roger Oblin

Be it resolved that the Temiskaming Shores Public Library Board accepts the agenda as amended.

**Carried.**

#### **Additions to the Agenda:**

#### **Move #6 Discussion with The Temiskaming Foundation members up to #4**

**Correspondence c.:** From Michelle Sale, Manager, Program Evaluation and Transfer Payment Unit—Ministry of Tourism, Culture and Sport

**Correspondence d.:** From Glen Vine, A/Manager, Program Services—Northern Ontario Heritage Fund Corporation.



**4. Discussion with representatives Claire Hendrikx, Jack Birtch and Christine McLeod from the Temiskaming Foundation regarding the variance clause for funds.**

**Motion #2016-31**

**Moved by:** Roger Oblin

**Seconded by:** Danny Whalen

Be it resolved that the Temiskaming Shores Public Library Board gives consent to the recommendation regarding the variance clause for funds as presented by The Temiskaming Foundation.

**Carried.**

**5. Adoption of the Minutes**

**Moved by:** Brenda Morissette

**Seconded by:** Roger Oblin

Be it resolved that the Temiskaming Shores Public Library Board approves the minutes of the meeting held on Wednesday, September 14, 2016 as amended.

**Carried.**

**6. Business arising from Minutes**

- a. Inquiry regarding Cam Locke's resignation from the Board and if a letter thanking him had been sent. A letter has been sent.

**7. Correspondence**

- a. To: Honorable Eleanor McMahon, Minister—Ministry of Tourism, Culture and Sport.

**Re:** Reductions in funding to Connectivity Fund program.

**Reference:** Information.

- b.** From: Stephen Abram, Executive Director—Federation of Ontario Public Libraries  
**Re:** Review of Ontario legislative highlights relevant to nonprofits.  
**Reference:** Information
- c.** From: Michelle Sale, Manager, Program Evaluation and Transfer Payment Unit—Ministry of Tourism, Culture and Sport.  
**Re:** Ontario Libraries Capacity Fund—Information Technology and Service Capacity Grant Application.  
**Reference:** Information. The grant application is due on October 31 and has been submitted by the CEO.
- d.** From: Glen Vine, A/Manager, Program Services—Northern Ontario Heritage Fund Corporation.  
**Re:** Acknowledge receipt of grant application for Digital Creator Program lead intern.  
**Reference:** Information

## **8. Secretary–Treasurer’s Report**

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

### **Buildings and Equipment:**

**Fire safety checks** were conducted in September in the library buildings.

### **Business:**

**Connectivity Fund:** Letter of protest has been sent and distributed to Northern Lights Library Network so they can adapt and send as well.

**Digital Creator North (Near North Mobile Media Lab Trillium project):** The Program Coordinator for the Digital Creator North project, Kirsten Kosloski, came up for a site visit on Friday, September 16. The setup of the maker spaces was discussed. It was agreed

that there would be space at the Haileybury Branch for the intern's office space and drop in centre, and space would be made at the New Liskeard branch for drop in hours and programs. The NOHFC application was sent in, and we should hear back from them soon.

**Ontario Library Capacity Fund Research and Innovation grant—Library value study:** There will be a site visit for a consultation regarding indicators for the SROI study on November 10, 2016.

**Community Hubs Group:** The group is looking into public consultation via town hall meetings and focus groups. The next meeting will be held in November.

**Conseil des Arts Temiskaming Arts Council:** The group has filed for incorporation and will be making a presentation to municipal council in the near future.

**Proctoring Exams:** I proctored seventeen exams in the month of September, including ten food safety exams for Tim Hortons restaurant.

**CEO time off:** I will be out of town from October 21-29.

**Remembrance Day wreaths:** Roger Oblin will lay the wreath for Haileybury, and Danny Whalen will check his schedule to see if he can do so for New Liskeard

### **Programming:**

**Visits to the Extendicare, Lodge and Manor nursing homes to exchange books are ongoing on Fridays by staff members and volunteers.**

**Gadget Help to the Extendicare.** Anna Turner will be doing bi-weekly visits this fall.

**Visits from the Life Skills group to the New Liskeard Branch continue every Wednesday.**

### **Gadget Helper at both branches of the library**

Thursdays, book a one-on-one time. This is starting back up in on September 8.

### **Temiskaming Shores Public Library Online Book Club**

A book club from the comfort of your home. Participants Work on their own timeline and comment whenever they can find some time.

### **Les Liseuses à la succursale de New Liskeard**

Les Liseuses de la bibliothèque publique de Temiskaming Shores – Club de lecture pour les adultes. Le premier mardi du mois de 10 h 15 à 11 h 15 à la succursale de New Liskeard.

### **Thanksgiving Craft Session at the New Liskeard Branch**

The Temiskaming Shores Public Library will be celebrating the harvest on Saturday 8 October at the New Liskeard branch. We're having a couple of Thanksgiving Craft Programs and invite young people in our community to join in the fun by registering for the program of their choice.

### **Literary Pumpkin Decorating Contest at both branches of the library**

A contest where the participants choose their favourite literary character from a book and decorate a pumpkin to resemble them! Then they take a picture of their fabulous creation and bring or email the picture to their branch of the library before Wednesday, October 26. Voting begins on Wednesday, October 26 and continues until Friday October 28. Prizes to be given for the literary pumpkins with the most votes!

### **Ontario Public Library Week Book Spine Poetry Contest**

Ontario Public Library Week starts on Oct. 16. In celebration of the many resources, programs and services offered by our libraries, we invite patrons to participate in Show Us Your Spine! Use three or more books in your home or library to compile a book spine poetry entry. Submit your photo on Twitter, Facebook or Instagram. Contest runs from 12:00 a.m. on October 16, 2016 to 11:59 p.m. on October 22, 2016.

### **Halloween Craft Session at the New Liskeard Branch**

The Temiskaming Shores Public Library is celebrating Halloween in a BIG way this year. Come and join the fun decorating pumpkins to resemble your favourite story book characters! This event will take place at the New Liskeard Branch on Saturday 22 October 2016.

### **Fall Session Preschool Storytime at Both Branches of the Library**

Preschool aged children accompanied by an adult are invited to attend this fun, social, interactive early literacy program. Come and join us for stories, songs, rhymes, and a good time!

Wednesdays from 11:00—11:30 a.m. starting September 7

Haileybury Branch: October 5 and 19

New Liskeard Branch: October 12 and 26

### **Finances and Statistics**

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

There was an inquiry regarding the statistics for circulation of microfilms and how they are calculated. The CEO will look into it.

There was discussion regarding the financial report and year-end budget estimates. The CEO estimates that the operating expenses and revenues will be in line with 2016

estimates. The Salaries and Wages budget lines may be over because of contractual obligations.

## 9. Committee Reports

- a. **Finance and Property Committee:** Minutes of the Finance Committee meeting of September 28, 2016. The CEO explained the changes in the drafts 1-3 of the budget presented by the Finance Committee.

### **Motion #2016-32**

**Moved by:** Danny Whalen  
**Seconded by:** Jeff Laferriere

Be it resolved that the Temiskaming Shores Public Library Board endorses the Library's 2017 draft budget estimates as presented by the Finance Committee, and submits the draft budget for Council's consideration.

**Carried.**

- b. **Planning, Personnel, Policy and Publicity Committee:** Nothing to report  
c. **Building Committee:** Nothing to report.

## 10. New Business

- a. **Report LIB-013-2016 Workplace Inspections.**

For information.

- b. **Report LIB-014-2016 Library Christmas and New Year's hours.** Discussion regarding the statutory holidays and in lieu days for staff.

**Motion #2016-33**

**Moved by:** Roger Oblin  
**Seconded by:** Brenda Morissette

Be it resolved that the Temiskaming Shores Public Library Board closes the library in accordance with the hours outlined in Report LIB-014-2016 Hours for Christmas and New Year's.

**Carried.**

**c. FOPL e-learning modules.**

For information. The CEO will email the links to LearnHQ to the Board.

**11. Plan, Policy and Bylaw Review**

**a. Policy review: Child-1: Children's Services**

The plan was reviewed and amended by the board.

**Motion #2016-34**

**Moved by:** Brenda Morissette  
**Seconded by:** Jeff Laferriere

Be it resolved that the Temiskaming Shores Public Library Board accepts library policy: "Children's Services" as amended by the Board.

**Carried.**

**12. Adjournment**

Motion to adjourn by Jeff Laferriere at 8:28 p.m.

---

Chair – Donald Bisson

**TEMISKAMING MUNICIPAL ASSOCIATION**

**REGULAR MEETING MINUTES**

**OCTOBER 6, 2016**

	<b>MEMBER</b>	<b>MEMBER</b>
<b>Armstrong</b>	Dominique Nackers	
<b>Brethour</b>		
<b>Casey</b>	Jacques Fortin	Guy Labonté
<b>Chamberlain</b>	Kerry Stewart	
<b>Charlton/Dack</b>	Merril Bond	
<b>Cobalt</b>	Tina Sartoretto	
<b>Coleman</b>	Lois Perry	
<b>Englehart</b>	Doug Metson	
<b>Evanturel</b>	Barb Beachey	
<b>Harley</b>	Clifford Fielder	
<b>Harris</b>	Al Licop	Ron Sutton
<b>Hilliard</b>		
<b>Hudson</b>		
<b>James</b>		
<b>Kerns</b>		
<b>Kirkland Lake</b>	Pat Kieley	Jean Guy Chamaillard
<b>Larder Lake</b>		
<b>Latchford</b>	George Lefebvre	Jo Anne Cartner
<b>Matachewan</b>		
<b>McGarry</b>		
<b>Temagami</b>	Brian Koski	
<b>Tem. Shores</b>		
<b>Thornloe</b>	Ron Vottero	Earl Read
<b>Speaker</b>	Diane Thompson	
<b>Municipal Affairs</b>	Bryan Searle	

**October 6, 2016**

Meeting opened at 6:30 pm.

Moved by: Georges Lefebvre

Seconded by: Al Licop

That the minutes of the Regular Meeting of May 26, 2016 be approved.

Carried

**Ministry of Municipal Affairs / Bryan Searle / Municipal Updates:**

- Municipal Elections Act, 1996 Amendments
- Infrastructure for Jobs and Prosperity Act 2015
- Expanded Ontario Community Infrastructure Fund
- Celebrate Ontario 2017
- Clean Water and Wastewater Fund (CWWF)
- Bill 73 (Smart Growth for Our Communities Act 2015)
- Local Government Week - Reminder
- Newly Published Municipal Resource

**Hand outs were given to attendees but I can supply additional hand outs to municipalities that would need a copy.**

**DISCUSSIONS:**

**NEOMAG:**

- Not an issue or reason to be concerned if a member of TMA wishes to belong to another association such as NEOMAG as long as the individual is not part of the executive of one of the associations.
- TMA should have a Code of Conduct for its members that could address those issues.

**TEMAG:**

- The thinking is that when Mayor's speak to the province in unison they have more clout rather than trying to get something done individually.
- TMA members would appreciate if the minutes of the TEMAG meetings were circulated at council meetings.

**BY-LAW OFFICIAL:**

Members were asked if there would be an interest to band together and hire the services of a By-law Official that would work for a number of municipalities using the model of the Temiskaming Municipal Building Association.



## **October 6, 2016 Minutes**

- The following municipalities showed an interest in such a format and would like their respective clerks to look into it: Casey; Thornloe; Hilliard; Cobalt; Armstrong; Coleman; Harris; Englehart; Harley, Hudson and Kerns.
- The By-law Official would be working on an on-call basis only. Payment schedule would need to be approved by all participating municipalities.
- John Potts, By-law Official for a number of municipalities, will be contacted and asked if he could lend assistance.
- I will contact Pat Cormier of Temagami to obtain copy of combined job description for Building Inspector and By-law official.

### **HYDRO RATES:**

- WE will send a letter to Glenn Thibault to express our concerns about hydro rates forever increasing and to also invite him to attend one of our meetings.

### **COMPILATION STUDY:**

#### **Purpose of a Compilation Study:**

- Provides information and data to any business / individual who may wish to relocate in our area.
- Places all manufacturing, agricultural mining, forestry and anything else that may be of importance for the area in one location easily accessible by all interested parties.
- Cobalt and Latchford are in process of preparing such a study and it will be made available to any municipality wishing to do the same.

### **PLANNING & ZONING SEMINAR**

Moved by: Guy Labonté  
Seconded by: Merril Bond

That the Temiskaming Municipal Association gives \$200.00 to each municipality who participated at the Planning & Zoning Seminar held in Spring 2016 in Englehart.

Carried

Moved by: Doug Metson  
Seconded by: Brian Koski

That the meeting of October 6, 2016 be adjourned at 8:25 pm.

Carried

**Executive meeting on October 27, 2016 at 6:30 pm at the Earlton municipal office.**

**TMA meeting on November 24, 2016 at 6:30 pm at the Earlton Recreation Centre.**

**AGE FRIENDLY COMMUNITY COMMITTEE MEETING MINUTES**

City of Temiskaming Shores

Monday October 17, 2016

**CALL TO ORDER**

1.0 The meeting was called to order at 2:07 p.m.

**2.0 ROLL CALL**

<b>PRESENT:</b>	Tammie Caldwell; Jean-Claude Carrière; Marg Hooey; Jan Edwards; Karli Hawken; Patricia Hewitt; Val Haboucha;
<b>REGRETS:</b>	Irene Chitaroni; Joan Brazeau; Matt Tremblay; Kerry Schubert-Mackey; Cheryl Bakhuis; Irene Chitaroni; Dalas Forget; Tony Rachwalski; Nadia Pelletier

**3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA**

Val Haboucha requested an addition to Section 9, New Business Subsection – 9.v – an update on the Stay on your Feet Program.

**4.0 APPROVAL OF AGENDA**

**MOVED BY:** Patricia Hewitt

**SECONDED BY:** Jean-Claude Carrière

That the agenda for the October 17<sup>th</sup>, 2016 Age Friendly Community Committee meeting be approved as amended.

**CARRIED**

**5.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE**

There was no disclosure of pecuniary interest.

**6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES**

**MOVED BY:** Val Haboucha

**SECONDED BY:** Jan Edwards

That the meeting minutes of the September 12<sup>th</sup>, 2016 Age Friendly Community Committee Meeting Minutes be approved as printed.

**CARRIED**

**7.0 DELEGATIONS/PUBLIC PRESENTATIONS**

None

**8.0 UNFINISHED BUSINESS**

*i) Continuation of the Committee*

Addressed with 9.iii Committee Members, below.

## 9.0 NEW BUSINESS

### i) ***Age Friendly Fair Update***

Tammie Caldwell provided an update on the plans for the Age Friendly Fair occurring Wednesday, October 19<sup>th</sup> at the Northern College Gymnasium Haileybury Campus. To date, 17 exhibitors and 125 tickets are spoken for with total spaces of 150. Richard Penner will be entertainment, set up will be at 9:30 and the college will have tables and chairs set up. Doors will open at 11:00 am with Mayor Kidd to address the group at noon. Exhibitors will have the opportunity to speak on their services should they wish and make the draw for their booth prize at this time. Temiskaming Transit will be free for seniors from 9 to 3.

The Fair will serve as an opportunity to focus test the guide in both languages. A few copies will be available for each table and there will be the opportunity to get feedback on the guide, and an opportunity to check if they would like to participate in a formal focus test. Tammie will provide a presentation on the guide at the Fair in both languages.

A distribution list for the guide is also being developed.

There are evaluation forms for both exhibitors and participants.

### ii) ***Plan Endorsed by Council – 2017 Budget***

At the regular meeting of Council of October 4<sup>th</sup>, Council endorsed the Age Friendly Plan. City staff has started 2017 budget preparation and will include a request for \$25,000 to carry out age friendly/accessibility initiatives in 2017.

### iii) ***Committee Members***

Tammie Caldwell reported that Deb Dekkers has resigned from the Committee and that staff will be contacting other organizations and another senior representative for the committee.

### iv) ***AMO Policy Paper***

Tammie Caldwell presented the *Strengthening Age-Friendly Communities and Seniors' Services for 21<sup>st</sup> Century Ontario*: There are 26 main recommendations, which were distributed at meeting for information purposes.

### v) ***Stay On Your Feet Committee Update***

Val Haboucha presented that November is Fall Prevention Month and the theme is home safety. For engaging older adults, they are looking to connect with and engage existing seniors groups (both formal and informal) and are requesting the AFC committee to share any information.

**AGE FRIENDLY COMMUNITY COMMITTEE MEETING MINUTES**

City of Temiskaming Shores

Monday October 17, 2016

**10.0 NEXT MEETING DATE**

November 14<sup>th</sup>, 2016 at 2 pm at City Hall.


**11.0 ADJOURNMENT**

Meeting is adjourned at 2:55 pm.

**Adjourned:** by Patricia Hewitt

**CARRIED**

  
\_\_\_\_\_  
Committee Chair

  
\_\_\_\_\_  
Recorder

**Temiskaming Shores Public Library**  
**Bibliothèque Publique de Temiskaming Shores**  
www.temisklibrary.com

BOARD MEETING MOTION SHEET  
FEUILLE DE MOTION POUR LES REUNIONS DU CONSEIL

---

Date: November 16 2016

Motion No: 2016- 35

Moved by

Proposé par:

*Robert Dodge*

Seconded by

Appuyé Par:

*Don [Signature]*

Be it resolved that the Temiskaming Shores Public Library Board

That the TSPLB accept the Library Building  
Committee's ~~recomm.~~ recommendation <sup>as</sup> set out  
in Recommendation LIB-2016-014.

Carried/Accepté:

Amended/Amendé:

Defeated/Défaite:

*[Signature]*  
\_\_\_\_\_  
Signature Board Chair/Président

DIVISION VOTE/DIVISION DES VOTES

FOR/POUR:

AGAINST/CONTRE:

DECLARATION OF CONFLICT OF INTEREST  
DÉCLARATION DU CONFLIT D'INTÉRÊT

\_\_\_\_\_  
Declared his/her interest, abstained from discussion and did not vote on the question  
Ont declare leur intérêt, se sont abstenus de la discussion et n'ont pas voté sur la question

**Temiskaming Shores Public Library**  
**Bibliothèque Publique de Temiskaming Shores**  
www.temisklibrary.com

BOARD MEETING MOTION SHEET  
FEUILLE DE MOTION POUR LES REUNIONS DU CONSEIL

---

Date: November 16, 2016

Motion No: 2016- 36

Moved by  
Proposé par:



Seconded by  
Appuyé Par:

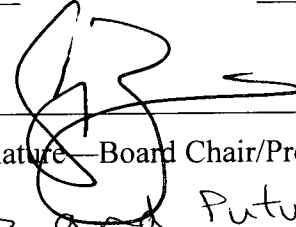


Be it resolved that the Temiskaming Shores Public Library Board accepts the Library Building Committee's recommendation as set out in Recommendation LIB-2016-015, as follows: That the Library Board and Council consider a new location/facility for the New Liskeard Branch

Carried/Accepté:  Amended/Amendé: \_\_\_\_\_ Defeated/Défaite: \_\_\_\_\_

of the Temiskaming Shores Public Library and further that a public meeting be scheduled in early 2017 to discuss the current library facility condition reports and future

Signature \_\_\_\_\_  
Board Chair/Président



DIVISION VOTE/DIVISION DES VOTES

FOR/POUR:

AGAINST/CONTRE:

delivery of library services in the community.

DECLARATION OF CONFLICT OF INTEREST  
DÉCLARATION DU CONFLIT D'INTÉRÊT

---

Declared his/her interest, abstained from discussion and did not vote on the question  
Ont declare leur intérêt, se sont abstenus de la discussion et n'ont pas voté sur la question

**1. CALL TO ORDER**

Meeting called to order at 3:00 P.M.

**2. ROLL CALL**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Mayor Carman Kidd          | <input checked="" type="checkbox"/> Christopher W. Oslund, City Manager              |
| <input checked="" type="checkbox"/> Councillor Jeff Laferriere | <input checked="" type="checkbox"/> Kelly Conlin, Director of Corporate Services (A) |
| <input checked="" type="checkbox"/> Councillor Danny Whalen    | <input checked="" type="checkbox"/> Laura Lee MacLeod, Treasurer                     |

**3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA**

- None

**4. APPROVAL OF AGENDA**

Recommendation CS-2016-044

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee agenda for the November 17, 2016 meeting be approved as printed.

**CARRIED**

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

- None

**6. REVIEW AND ADOPTION OF PREVIOUS MINUTES**

Recommendation CS-2016-045

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee minutes of the October 26, 2016 meeting be approved as presented.

**CARRIED**

**7. DELEGATIONS/PRESENTATIONS**

- None

**8. UNFINISHED BUSINESS**

- None

**9. NEW BUSINESS**

**9.1 Capital Budget**

Discussion:

Chris Oslund provided the Committee with a summary of the 2017 Operations budget following the direction provided by Council at the November 8<sup>th</sup> meeting.

Chris Oslund then led the presentation of the 2017 Capital budget submissions from staff.

*Recommendation CS-2016-046*

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee hereby recommends a 2% increase to the municipal tax levy and a 4% increase to the water/wastewater rates for Council's consideration at the November 22, 2016 Special Meeting of Council (budget).

**CARRIED**

**10. ADMINISTRATIVE REPORT**

- None

**11. CLOSED SESSION**

- None

**12. SCHEDULE OF MEETINGS**

- To be determined



**13. ADJOURNMENT**

Recommendation CS-2016-047

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee meeting is adjourned at 4:41 p.m.

**CARRIED**

---

**COMMITTEE CHAIR**

---

**RECORDER**

### 1.0 CALL TO ORDER

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

### 2.0 ROLL CALL

PRESENT:	Mayor Carman Kidd; Councillor Jesse Foley, Tammie Caldwell, Director of Recreation; Jeff Thompson, Superintendent of Community Programs; Paul Allair, Superintendent of Parks and Facilities; Danny Lavigne; Chuck Durrant; Richard Beauchamp; Simone Holzamer
REGRETS:	Councillor Jesse Foley; City Manager, Chris Oslund; Amber Sayer

### 3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

The Director of Recreation requested that 'Outdoor Rink at Lions Park' be added under Section 9 New Business subsection vii)

### 4.0 APPROVAL OF AGENDA

Recommendation RS-2016-065

Moved by: **Chuck Durrant**

Seconded by: **Carman Kidd**

Be it recommended that the Recreation Services Committee agenda for the October 17, 2016 meeting be approved as amended.

**CARRIED**

### 5.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

There was no disclosure of pecuniary interest.

### 6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation RS-2016-066

Moved by: **Richard Beauchamp**

Seconded by: **Chuck Durrant**

Be it recommended that the Recreation Services Committee minutes of September 12, 2016 meeting be approved as printed.

**CARRIED**

### 7.0 DELEGATIONS / PUBLIC PRESENTATIONS

There were no delegations

## **8.0 UNFINISHED BUSINESS**

- None

## **9.0 NEW BUSINESS**

### *i. Programming Update-Jeff Thompson*

Jeff Thompson, Superintendent of Community Programming presented a report on operations.

#### **Discussion**

The Committee received the Update

### *ii. Facilities Update-Paul Allair*

Paul Allair, Superintendent of Parks and Facilities presented a report on operations.

#### **Discussion**

The Committee received the Update

### *iii. Director's Update- Tammie Caldwell*

Tammie Caldwell, Director of Recreation presented a report on overall department operations.

#### **Discussion**

The Committee received the update.

### *iv. Smart & Caring Fund – Temiskaming Foundation*

The Smart and Caring Fund is an annual fund that will be distributed in the community for projects that are an improvement/maintenance and for the enjoyment of the environment, promote physical activity, and within the boundaries of Temiskaming Shores. This is the first year that the fund is available and the City of Temiskaming Shores Recreation Committee has been granted the privilege of reviewing the requests and providing a recommendation to the Temiskaming Foundation. The Director will be submitting a criteria form and application form to the Foundation for review. The fund is \$980.00 for 2016 and due to time constraints the Director is recommending that the funds be allocated to the Community Bee Program on the New Liskeard Waterfront.

Discussion

The Committee reviewed the request and approved the recommendation.

Recommendation RS-2016-067

Moved by: **Richard Beauchamp**

Seconded by: **Danny Lavigne**

Be it recommended that:

1. The Recreation Services Committee acknowledges receipt of the recommendation from the Director of Recreation for the 2016 Smart and Caring Fund to be allocated to the City of Temiskaming Shores Community Bee Program and that
2. The Recreation Services Committee approves the recommendation and directs staff to submit the recommendation to the Temiskaming Foundation for approval.

v) *Canadian Hard of Hearing Association – Request for use of Dymond Hall*

**Discussion**

The Committee received a letter of request from Ron Caruso a volunteer with the Deaf and Hard of Hearing in the community requesting the use of the Dymond Hall for a “Speech (Lip) Reading Course” to be hosted by the non-profit Canadian hard of Hearing Association on the following dates: November 7, 8, 9,14,15,16,21,22,23 and 24 for a two hour period each day at no charge.

Recommendation RS-2016-068

Moved by: **Carman Kidd**

Seconded by: **Simone Holzamer**

Be it recommended that:

1. The Recreation Services Committee acknowledges receipt of the request from Ron Caruso for the use of the Dymond Hall for 10 – 2 hr sessions for a Speech (Lip) Reading Course to be hosted by the Canadian Hard of Hearing Association at no charge and that;
2. The Recreation Services Committee approves the request.

**CARRIED**

vi) *2017 Northeastern Ontario Recreation Association Educational Forum*

The Director reported that the City of Temiskaming Shores was granted the opportunity to host the Northeastern Ontario Recreation Association Annual Educational Forum from September 25<sup>th</sup> to 28<sup>th</sup>, 2017.

## **Discussion**

The Committee discussed the benefits of hosting the Forum, and the Committee will assist with the Forum as required. Danny Lavigne mentioned that it was hosted in Haileybury a number of years ago and was a great success.

### *vii) Outdoor Rink – Lions Park*

The Director reported that she had received a request from an individual that lives in the neighbourhood of the Lions Park in New Liskeard and that she was hoping to develop a volunteer committee to assist in the maintenance of an outdoor rink in this location. The Director explained that the municipality does offer an outdoor rink at Shaver Park to serve those in the south end, at Dymond Rink in the north end and a skating path on the New Liskeard waterfront. The community around the Lions Park has numerous young families that would benefit from an outdoor rink and if a volunteer group could be developed to assist with maintaining the ice and municipal staff have the capacity to assist with ice making including securing a water hook-up this request could be realized.

## **Discussion**

The Committee reviewed the request and directed staff to meet with the individual and if there is sufficient staff and volunteer capacity to include this project to move proceed on a one year pilot program.

## **10.0 SCHEDULE OF MEETINGS**

- Monday November 14<sup>th</sup>, 2016
- Monday December 12<sup>th</sup>, 2016
- Monday January 9<sup>th</sup>, 2017
- Monday February 13<sup>th</sup>, 2017
- Monday March 13<sup>th</sup>, 2017
- Monday April 10<sup>th</sup>, 2017
- Monday May 8<sup>th</sup>, 2017
- Monday June 12<sup>th</sup>, 2017

## **11.0 CLOSED SESSION**

- None

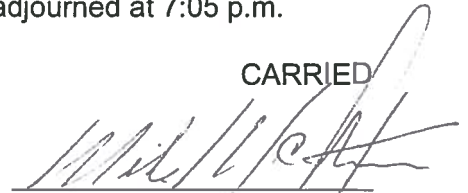
## **12.0 ADJOURNMENT**

### **Recommendation RS-2016-069**

Moved by: **Danny Lavigne**

Be it resolved that the Recreation Services Committee meeting be adjourned at 7:05 p.m.

CARRIED

  
\_\_\_\_\_  
Committee Chair

  
\_\_\_\_\_  
Recorder

# THE CITY OF TEMISKAMING SHORES JANUARY - NOVEMBER 2016 YEAR-TO-DATE CAPITAL FINANCIAL REPORT

## Distribution List

Mayor and Council	Doug Walsh, Director of Public Works
Chris Oslund, City Manager	Tammie Caldwell, Director of Leisure Services
Tim Uttley, Fire Chief	Kelly Conlin, Director of Corporate Services (A)
Dave Treen, Municipal Clerk	

Finance Department Contact:  
Laura-Lee MacLeod, Treasurer

30-Nov-16

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- 1.0 Executive Summary
  - 1.1 Summary - Capital Revenues & Expenditures
- 2.0 Capital Summary
  - 2.1 Analysis - Capital Projects
  - 2.2 General Capital Revenues & Expenditures
  - 2.3 Waterfront Development Project
  - 2.5 Environmental Capital Revenues & Expenditures



**SUMMARY - CAPITAL**  
**Revenues and Expenditures**  
**as at November 2016**

	2016 YTD			
	Actual	Total Budget	Variance B/(W)	% Change
<b>CAPITAL</b>				
<b>Revenues</b>				
Capital - General	277.8	4,048.8	(3,771.0)	-93.1%
Capital - Environmental	1,351.6	8,330.4	(6,978.8)	-83.8%
<b>Total Revenues</b>	<b>1,629.4</b>	<b>12,379.2</b>	<b>(10,749.8)</b>	<b>-86.8%</b>
<b>Expenditures</b>				
Capital - General	3,064.6	4,048.8	984.2	24.3%
Capital - Environmental	1,056.6	6,187.7	5,131.1	82.9%
<b>Total Expenditures</b>	<b>4,121.2</b>	<b>10,236.5</b>	<b>6,115.3</b>	<b>59.7%</b>
<b>Net Position Capital</b>	<b>(2,491.8)</b>	<b>2,142.7</b>	<b>4,634.5</b>	

NOTE: The January - November monthly capital financial report is prepared comparing the YTD actuals to the final budget By-law 2016-055 passed on April 19, 2016.

## 2.0 Capital Summary

### 2.1 Analysis

The City of Temiskaming Shores 2016 Capital projects for both general and environmental is \$10,650.4K. The capital program is comprised of \$3,779.7K of general capital and \$6,870.7K of environmental capital.

The 2016 Capital project budget consists of 34 projects, 25 in general and 9 in environmental.

**General Capital Projects:**

17 projects have been completed, 8 are currently in progress.

Additional Projects: 2 completed

Land Acquisition behind mall for W/S easement, STATO trail and future road development. The project is completed.

**Environmental Capital Projects:**

4 projects have been completed, 5 are currently in progress.

Additional Projects: 1 underway (ProNor water/sewer line installation to lot line as sale of land agreement, estimated value of construction \$11,680 plus applicable taxes)

**GENERAL CAPITAL**  
**Revenues & Expenditures**  
**as at November 2016**

Department	Project	2016			%	G	Y	R
		Actual	Budget	Variance B/(W)				
<b>REVENUES:</b>	Transfer from Operations	0.0	723.2	(723.2)				
	Transfer from Reserves	0.0	135.0	(135.0)				
	Financing (external)	0.0	795.0	(795.0)				
	Financing (internal)	0.0	325.0	(325.0)				
	Canada 150 Funding	0.0	50.0	(50.0)				
	Lighting Incentive Program	0.0	60.0	(60.0)				
	Federal Gas Tax	0.0	935.5	(935.5)				
	Provincial Gas Tax	0.0	90.0	(90.0)				
	Trillium Funding	135.0	150.0	(15.0)				
	OMCIP Funding	0.0	162.5	(162.5)				
	STATO Partnership	81.5	64.8	16.7				
	Provincial Funding Ec Dev Strategic Plan	0.0	50.0	(50.0)				
	Waterfront Development Funding (P&F)	61.3	507.8	(446.5)				
<b>Total Revenues</b>		<b>277.8</b>	<b>4,048.8</b>	<b>(3,771.0)</b>				
<b>EXPENDITURES:</b>								
<b>Corporate Services:</b>	Capital Contingency Fund	0.0	75.8	75.8				
	Land Acquisition	141.5	0.0	-141.5	100%	X		
<b>Property Mntce:</b>	City Hall Energy Upgrades	17.0	20.0	3.0	100%	X		
	Hlby Arena Upgrades	7.4	15.0	7.6	100%	X		
	NL Library Stabilization	32.3	115.0	82.7	50%	X		
	NL Fire Station Repairs (Roof)	99.0	98.0	-1.0	100%	X		
	Hlby Medical Centre Flooring Upgrades	0.0	30.0	30.0	50%	X		
	Hlby Medical Centre Retaining Wall	32.9	100.0	67.1	100%	X		
	Matabanick Hotel Demolition	314.6	325.0	10.4	100%	X		
	Riverside Place Roof Replacement (south)	21.2	0.0	-21.2	100%	X		
<b>Public Works:</b>	DIP Certified Site Program	28.3	100.0	71.7	100%	X		
	2016 Road Program	773.9	745.5	-28.4	100%	X		
	Street Light Upgrades	103.5	150.0	46.5	100%	X		
<b>Solid Waste:</b>	Landfill Site Expansion	43.7	60.0	16.3	75%	X		
	Hlby Landfill Postclosure	8.6	25.0	16.4	50%	X		
<b>Transit:</b>	Transit Bus Auto Announcement System	18.8	90.0	71.2	75%	X		
<b>Fleet:</b>	Command/Rescue Truck	1.1	295.0	293.9	75%	X		
	Trackless	156.1	165.0	8.9	100%	X		
	Loader	183.7	185.0	1.3	100%	X		
	Service Van - Bldg Mntce	63.1	60.0	-3.1	100%	X		
	Pick-Ups (3)	87.7	90.0	2.3	100%	X		
	Quick Attach Forks for Loader	6.9	6.0	-0.9	100%	X		
<b>Leisure Services:</b>	STATO Trail Relocation	167.9	190.0	22.1	100%	X		
	STATO Project	393.9	377.3	-16.6	75%	X		
	NL Arena Glycol Pump Replacement	6.2	10.0	3.8	100%	X		
	NL Waterslide Refinishing	31.5	32.0	0.5	100%	X		
	Hlby Arena Condensor	125.6	125.0	-0.6	100%	X		
	Waterfront Development	198.2	564.2	366.0		X		
<b>Total Expenditures</b>		<b>3,064.6</b>	<b>4,048.8</b>	<b>984.2</b>				

2.3

**WATERFRONT DEVELOPMENT PROJECT  
as at November 2016**

Project	Total Budget	2015 Actual	YTD Actual	2016		G	Y	R
				Budget	Variance B/(W)			
Waterfront Stabilization & Beautification	685.1	485.1	188.2	200.0	11.8	x		
Boardwalk Demolition, Replacement & Lighting	371.1	371.1		0.0	0.0			
Accessible Landscaping	260.0	245.8	6.5	14.2	7.7	x		
Farmer's Market	350.0	0.0		350.0	350.0			
Spurline Building Renovations	31.7	31.7	3.5	0.0	-3.5			
Bucke Park Water and Septic Upgrades	90.6	90.6		0.0	0.0			
Professional Services (Engineering)	74.7	74.7		0.0	0.0			
Marina Refurbishment and Electrical Upgrades	358.8	358.8		0.0	0.0			
	<b>2,222.0</b>	<b>1,657.8</b>	<b>198.2</b>	<b>564.2</b>	<b>366.0</b>			

Waterfront Stabilization & Beautification:

- Beach and Harbourfront Bathrooms have been upgraded
- Haileybury Boardwalk tender has been awarded to SLE and the work will take place in after Thanksgiving weekend
- Haileybury Waterslide resurfacing has been completed
- Haileybury Marina Gates (N&S) are having privacy screens installed and the work is almost completed

2.4

**ENVIRONMENTAL CAPITAL**  
**Revenues & Expenditures**  
**as at November 2016**  
**(\$K)**

	2016			%	G Y R		
	Actual	Budget	Variance B/(W)				
<b>REVENUES:</b>							
Transfer from Operations	0.0	522.3	(522.3)				
Public/Private Partnership	0.0	100.0	(100.0)				
Borrowing	0.0	1,824.3	(1,824.3)				
Funding - Armstrong Infrastructure Upgrades	0.0	164.1	(164.1)				
Funding - Looping Project	76.0	1,282.5	(1,206.5)				
Funding - Gray Road Project	0.0	2,141.7	(2,141.7)				
Funding - North Cobalt Water	1,275.6	2,142.7	(867.1)				
Transfer from Reserves	0.0	152.8	(152.8)				
<b>Total Revenues</b>	<b>1,351.6</b>	<b>8,330.4</b>	<b>(6,456.5)</b>				
<b>EXPENDITURES:</b>							
Vacuum/Sucker Truck	418.4	500.0	81.6	100.0%	x		
Pick-Up	29.2	30.0	0.8	100.0%	x		
Dym Reservoir Upgrades	69.4	200.0	130.6	25.0%	x		
Gray Road Lift Station	75.9	3,212.5	3,136.6	25.0%	x		
Hlby WTP MCC Replacement	0.0	200.0	200.0	50.0%	x		
NL-Dym Water Supply Linking	357.5	316.9	(40.6)	100.0%	x		
Comm Upgrades W/WW Facilities (Phase 3)	0.0	300.0	300.0	50.0%	x		
NC Water Integration Project	70.3	1,403.3	1,333.0	25.0%	x		
Clear Well Inspection Robot	24.0	25.0	1.0	100.0%	x		
ProNor Service Line Installation	11.9	0.0	(11.9)	100.0%	x		
<b>Total Expenditures</b>	<b>1,056.6</b>	<b>6,187.7</b>	<b>5,131.1</b>				



## Memo

**To:** Mayor and Council  
**From:** Laura-Lee MacLeod, Treasurer  
**Date:** December 6, 2016  
**Subject:** Annual Borrowing By-law

---

Mayor and Council:

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

Annually, Council is required to pass a by-law to authorize the Mayor and Treasurer to borrow from time to time during the year such sums as may be necessary to meet the current expenditures.

The Treasurer respectfully requests that Council consider the following recommendations:

1. Be it resolved that Council for the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 029-2016-CS; and
2. That Council directs staff to prepare the necessary by-law to authorize borrowing for the 2017 fiscal year for consideration at the December 6, 2016 Regular Council meeting.

Prepared by:

Reviewed and approved by:

Reviewed and submitted for  
Council's consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

---

Laura Lee MacLeod  
Treasurer

---

Kelly Conlin  
Director of Corporate Services (A)

---

Christopher W. Oslund  
City Manager



## Memo

**To:** Mayor and Council  
**From:** James Franks, Economic Development Officer  
**Date:** December 6, 2016  
**Subject:** Downtown Event Infrastructure Upgrades

---

Mayor and Council:

The City of Temiskaming Shores applied to the Northern Ontario Heritage Fund Corporation for funding support to upgrade some of the infrastructure in the downtown core of New Liskeard to ensure that the electrical and lighting in the downtown core was suitable to host festivals and events. The intent of the project is to assist those events that already exist in the community to grow, but also to enable new larger events to be able to start and expand more easily.

The funding partnership is between the City, NOHFC, FedNor (who is providing funds through Centre Culturel ARTEM) and the BIA. It is great to see all of these groups working together to ensure our community has the infrastructure required to host great events. NOHFC has provided \$58,500 to support the project, FedNor has provided \$49,500 and the BIA has agreed to put in the remaining \$12,000 of the \$120,000 upgrade project.

Tenders are presently being prepared for the installation of new electrical stands and upgraded Christmas lighting and the BIA is preparing a list of bench, garbage receptacle and planter boxes that they would like to see replaced. The Public Works department is overseeing the project to ensure that all aspects are completed and do not negatively impact City operations.

It is recommended that Council for the City of Temiskaming Shores enter into the agreement with the Northern Ontario Heritage Fund Corporation for the \$58,500 to complete the Downtown Event Infrastructure Upgrades Project.

Prepared by:

Reviewed and submitted for  
Council's consideration by:

“Original signed by”

“Original signed by”

\_\_\_\_\_  
James Franks  
Economic Development Officer

\_\_\_\_\_  
Christopher W. Oslund  
City Manager

**Subject:** Engineering Tech Position

**Report No.:** PW-048-2016

**Agenda Date:** December 6, 2016

---

## **Appendix 01: FT Engineering Technician Business Case**

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-048-2016;
2. That Council hereby approves a full-time Engineering Technician position for the Public Works Department and directs staff to incorporate the position in the City's Organizational Chart; and
3. That Council directs the staff to initiate the hiring process, to coincide with the end-date of the funding provided to the City through the Northern Ontario Heritage Fund - Internship Program and in accordance with the Collective Agreement between the City and CUPE Local 5014.

### **Background**

During the 2015 Budget deliberations, Council approved, in principle, the creation of the Engineering Technician / Technologist Intern position and directed staff to make application for funding through applicable funding programs.

On March 18, 2015 an application was submitted to the NOHFC's Northern Ontario Internship Program and on May 15, 2015 the Minister of Northern Development and Mines advised that the City had been approved for funding at a rate of \$31,500 for a twelve month period. Further funding, through the submission of a second application, has extended the position through to June 2017.

During the 2017 Budget deliberations, Council was presented with a Business Case for the hiring of one full-time Engineering Technician position for the Public Works Department for consideration.

### **Analysis**

On November 8, 2016 during the 2017 Operations Budget presentation to Council, the City Manager presented a Business Case Request for a full-time Engineering Technician position on behalf of the Public Works Department.



The business case provided an outline for consideration for the hiring of a new full-time Engineering Technician for the Public Works department. The main thrust for the position as outlined in the business case is to ensure that the collection, administration and maintenance of the City's infrastructure and asset information and data remains current and accurate in the format (Municipal Data Works) that has been purchased and implemented in 2015. During the creation of the initial version of the Asset Management Plan (AMP), it was apparent that the accuracy and content of the data, contained significant gaps in both the electronic and paper formats. Many of these gaps have been filled.

Secondary to this work will be the development of Roads, Sewer and Water Needs Studies that will include, and not be limited to, the use of equipment that was obtained through the previous CGIS funding program to quantify and evaluate the conditions of a number of asset categories included in the Asset Management Plan.

Based on the current and potential future funding opportunities from senior level governments, it is most important for the City to maintain a current, all-inclusive and comprehensive Asset Management Plan which identifies the "needs" on a priority basis. We anticipate that through the hiring of a more computer / technology comfortable candidate, this information can and will be maintained and the AMP will remain a living document, updated on a regular schedule.

The hiring of a full-time Engineering Technician will greatly assist the department by providing:

- accurate, up-to-date inventory information for the City's Asset Management Plan;
- assist in assessing the current state of the infrastructure (roads, bridges, water, sanitary sewer, storm sewer, sidewalks, trails, fleet and facilities);
- assistance in defining and measuring the desired level of service for the various components in the City's infrastructure;
- assistance in the meeting the City's defined Asset Management Strategy; and
- vital information to update the City's needs, which will be used to identify short and long range priorities for maintenance and rehabilitation projects.

The cost associated with the hiring of a full-time Engineering Technician has been presented in the draft presentation of the 2017 Operations Budget, and were considered by Council at that time.

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

Annual Operations Budget

CUPE 5014 Collective Agreement

### **Asset Management Plan Reference**

Asset Management Strategy – Operations & Maintenance Activities

### **Consultation / Communication**

Presentation and discussion with Public Works Committee - October 6, 2016  
 Presentation and discussion with Corp. Services Committee - October 26, 2016  
 Presentation to Council (Draft Budget) - November 8, 2016  
 Discussion and Recommendation with Public Works Committee - November 10, 2016

### **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 are outlined in the business case (Appendix 01) for the position and as previously presented by the City Manager on November 8, 2016.

Assuming a start date of early July, 2017 the wages and benefit costs for 2017 would amount to **\$34,026**. The annualized cost of the position is estimated at \$68,398 based on Group 8 wages and employment related costs as per the current Collective Agreement.

### **Alternatives**

Council could decide not to create the position.

This alternative is not being recommended due to the demands on the current staff and the need to continue to collect, administer and maintain of the City's infrastructure data and asset information in current and accurate formats for Asset Management purposes.

### **Submission**

Prepared by:

Reviewed and submitted for  
Council's consideration by:

*"Original signed by"*

*"Original signed by"*

\_\_\_\_\_  
G. Douglas Walsh, CET  
Director of Public Works

\_\_\_\_\_  
Christopher W. Oslund  
City Manager



# ***NEW FT POSITION REQUEST***

## **BUSINESS CASE**

**PUBLIC WORKS DEPARTMENT – 2017**

**ENGINEERING TECHNICIAN**

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## 1.0 EXECUTIVE SUMMARY

This business case will provide an outline for consideration by the City Manager and Council for the hiring of a full-time Engineering Technician for the Public Works and Community Growth and Planning Departments commencing in June 2017. The position has received funding through the Northern Ontario Heritage Fund – Northern Ontario Internship Program commencing in June of 2015 for a two year period.

The main purpose for the position being recommended is to ensure that the collection, administration and maintenance of the City's infrastructure and asset information and data remains current and accurate in the format (Municipal Data Works) that has been purchased and implemented in 2015.

Prior to 2004, data and information was gathered and compiled in a number of formats from the previous three municipal sources. During the creation of the initial version of the Asset Management Plan (AMP), it was apparent that the accuracy and content of the data, contained significant gaps in both the electronic and paper formats. Many of these gaps have been filled.

Secondary to this work will be the development of roads, sewer and water needs studies that will include, and not be limited to, the use of equipment that was obtained through the previous CGIS funding program to quantify and evaluate the conditions of a number of asset categories included in the Asset Management Plan.

Based on the current and potential future funding opportunities from senior level governments, it is most important for the City to maintain a current, all-inclusive and comprehensive Asset Management Plan which identifies the “needs” on a priority basis. We anticipate that through the hiring of a more computer / technology comfortable candidate, this information can and will be maintained and the AMP will remain a living document, updated on a regular schedule.

This position will assist the City by providing:

- accurate, up-to-date inventory information for the City's Asset Management Plan;
- assist in assessing the current state of the infrastructure (roads, bridges, water, sanitary sewer, storm sewer, sidewalks, trails, fleet and facilities);
- assistance in defining and measuring the desired level of service for the various components in the City's infrastructure;
- assistance in the meeting the City's defined Asset Management Strategy; and
- vital information to update the City's needs, which will be used to identify short and long range priorities for maintenance and rehabilitation projects.

The on-going maintenance of accurate information will assist in updating the Asset Management Plan, refining the Financial Strategies for the operation, maintenance and

replacement / rehabilitation of the infrastructure and assets and provide valuable input into the development of the city's future operations and capital budgets based on long term planning.

## 2.0 INTRODUCTION

In August 2012 the Ontario provincial government announced funding assistance for municipalities in the development of a comprehensive Asset Management Plan (AMP) that would in turn be used for consideration in future funding requests. While there was a wide array of information available, in various formats, the accuracy and content made the task very difficult.

Prior to the development of the AMP it was the goal of the amalgamated City, to develop a more accurate, current and complete inventory of all infrastructure and assets that existed in the three separate areas of the municipality. In March 2015 Council approved the submission of an application for funding for an Intern position to assist with the collection and verification of all asset information for the purpose of maintaining and updating the AMP on a go forward basis.

With the support of the Northern Ontario Heritage Fund – *Northern Ontario Internship Program* (two year funding commitment ending on June 22, 2017) and through the acquisition of computer software (*Municipal Data Works - MDW*) this task was initiated in June of 2015. To date significant progress has been made to collect all available information, fill data gaps and populate the software and imagery with the information in a more user friendly format and will enable the next version of the AMP to provide a more accurate picture of the City's assets for future planning and budgeting purposes.

The Engineering Technician Intern has also been utilized on various engineering design and project management assignments, on behalf of the City, gaining valuable experience that will enable the Public Works Department to complete basic in-house designs and carry out day labor construction projects. This on the job experience has also resulted in cost savings on a number of recent projects.

## 3.0 GENERAL PROJECT INFORMATION

<b>Submission Date:</b>	<i>October 26, 2016</i>
<b>Requested By:</b>	<i>Douglas Walsh, Director – Public Works</i>
<b>Supervisor:</b>	<i>Chris Oslund, City Manager</i>
<b>Position Name:</b>	<i>Engineering Technician</i>
<b>Employment Dates:</b>	<i>June 23, 2017</i>
<b>Work Hours:</b>	<i>35 Hours per Week (flex hours as required)</i>

<b>Reports To:</b>	<i>Compliance Coordinator</i>
<b>Rate of Pay:</b>	<i>Group 8 (2017; \$51,179 - \$57,567)*</i>
<b>Unionize Position:</b>	<i>Part of CUPE Local 5014</i>
	<i>*Excluding Pension and Benefits</i>

### 3.1 POSITION DESCRIPTION

#### Goals/Scope (General)

The general goals and scope for the position would include the following:

- Coordinate the administration, verification and maintenance of all pertinent information/data related to municipal infrastructure;
- Refine, enhance or develop the current inventory system (MDW) that will accurately reflect the information to be reported/recorded and tracked for current and future use;
- Enter data in a manner that can be manipulated and updated as required and used by authorized staff;
- Maintain an accurate inventory of all infrastructure information contained on MDW and to be included in the comprehensive Asset Management Plan;
- Work with the Director of Public Works to create or update and maintain the Roads, Water and Sewer Needs Studies for the City;
- Maintain the current 911 numbering system as well as the Entrance and Municipal Servicing permitting process;
- Co-ordinate and track the Ontario One Call locate requests received by City.

#### Required Knowledge, Abilities and Skills

The general required knowledge, abilities and skills for this position would include the following:

- Knowledge of computer systems including practical experience in the operation of various software and office systems;
- Experience with Auto-Cad or equivalent computer aided drafting software;
- Good verbal and written communication skills;
- Ability to deal effectively with people at all levels;
- Ability to work independently and with minimal supervision;
- Must have a minimum valid Class G Driver's License.

## 4.0 EDUCATIONAL REQUIREMENTS

The following represents the minimum qualifications for the position:

- Completion of an Engineering Technician or Technologist Program at an accredited Community College or post-secondary institute.
- Certified Engineering Technician / Technologist or ability, qualifications and experience to obtain same.

## 5.0 TRAINING PLAN

The following would represent the minimum training opportunities that would be provided:

- Health and Safety training, including Workplace Hazardous Material Information System (WHMIS) training, Accessible Customer Service and Integrated Accessibility Standard Regulation training which could be provided in-house;
- Introduction to the Asset Management Plan concept and familiarization of the candidate with current information and data on City infrastructure / assets;
- Training by the Clerk to familiarize the incumbent with the 911 numbering system
- Training by the Technical and Environmental Compliance Coordinator and the Superintendent of Transportation regarding the municipal permitting process for entrances and water and sanitary sewer service connections as well as compliance with the City's sewerage use by-law;
- Training by Marmak on use of Municipal Data Works software system and associated modules for entry and uploading of information to the system, and making corrections to existing and future asset information;
- Training by the Environmental Superintendent to familiarize the incumbent with the Ontario One Call system and locating procedures;
- Driver training and fuel systems handling policy.

## 6.0 PROJECT NEEDS ANALYSIS

Based on the requirements of the position the following will outline office, equipment requirements and any associated costs which would be included in the 2017 operational budget:

Equipment Required	Estimated Cost
Personal Protective Equipment	\$500.00
Transportation As May Be Required	Use of Existing City Vehicles



Training/Other Costs	\$500.00
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## 7.0 BUSINESS CASE APPROVAL

The undersigned acknowledge that they have reviewed the Full Time Engineering Technician Business Case and agree with the information presented within this document. Changes to this Business Case will be coordinated with, and approved by, the undersigned, or their designated representatives.

Prepared by:

Reviewed and Submitted for  
Council's Consideration by:

"Original Signed by"

"Original Signed by"

\_\_\_\_\_  
**Douglas. Walsh, CET**

Director of Public Works

\_\_\_\_\_  
**Christopher W. Oslund**

City Manager

---

**Subject:** South Temiskaming Cultural  
Sustainability Plan

**Report No.:** CGP-024-2016  
**Agenda Date:** December 6, 2016

---

### **Attachments**

Appendix 1: South Temiskaming Regional Cultural Sustainability Plan – MDB Insight

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CGP-024-2016;
2. That Council adopts the South Temiskaming Cultural Sustainability Plan and agrees to work with the Conseil des Arts Temiskaming Arts Council to implement the recommendations of Plan;
3. That Council agrees to put the remaining municipal funds (estimated at \$24,910) from the South Temiskaming Cultural Sustainability Project into a Reserve; and
4. That Council agrees to allocate \$9,500 of the Reserve in 2017 and 2018 and \$5,910 in 2019 to enable the Temiskaming Arts Council to implement the recommendations of the South Temiskaming Cultural Sustainability Plan as they relate to the Municipal Cultural Plan.

### **Background:**

In 2013, Council adopted the Municipal Cultural Plan as prepared by Dialog. In 2014, the City embarked on the two-year South Temiskaming Cultural Sustainability Project to figure out how we could use our Municipal Cultural Plan to make all of the cultural assets in our region sustainable over the long term. MDB Insight was hired to prepare the regional sustainability plan as well as thirteen individual plans for various cultural groups in our area.

### **Analysis:**

The South Temiskaming Cultural Sustainability Project was implemented to assist those groups and organizations within our region to become sustainable as many are facing both financial and volunteer challenges. The project provided training sessions for volunteers and board members as well as provided financial support to the organizations to enable them to attend professional development sessions elsewhere in the province.

The City was able to hire a staff person to assist the groups to network with each other and develop partnerships to assist them into the future. The project also enabled better communication and partnership development opportunities with both the Francophone and First Nation population.

The final report as presented by MDB Insight is attached as Appendix 1. Pages 12 through 18 provide the vision, objectives and actions that can be undertaken to ensure that our cultural organizations remain sustainable within our region and continue to operate for our residents and visitors to enjoy. These are the actions that we will need to focus on to ensure that the plan is effective.

In addition to the Regional Plan, MDB Insight also prepared thirteen individual sustainability plans as part of the project. The community organizations that chose to take part in this part of the project are listed below. These plans are intended to assist the individual organizations to better understand what they need to do to remain sustainable, but also their plans identify how their organization fits into the regional plan.

*The Bunker Military Museum, Classic Theatre Cobalt, Cobalt Mining Museum, Englehart Area Artists, Haileybury Heritage Museum, Pied Piper Kidshows, Temagami Artistic Collective, Temagami Canoe Festival, Temiskaming Native Women's Support Group, Temiskaming Palette & Brush Club, Temiskaming Screening Room, Temiskaming Art Gallery, and ARTEM.*

As the City does not have the current financial or staffing resources to implement these actions, it is recommended that we partner with the Conseil des Arts Temiskaming Arts Council so that they can provide the staffing resources to move the actions forward in the community. They are forming partnerships with other municipal and community partners to share the costs of implementation. As per their recent presentation to Council on November 15, 2016, they are asking the City to provide some financial support to make their organization sustainable while providing the staffing support to implement the actions recommended in the regional plan.

### **Alternatives**

One alternative would be to not provide support for the new organization which would probably result in the organization not moving forward on the implementation of the Municipal Cultural Plan or Cultural Sustainability Plan.

Another alternative would be for the City to reinstate a staff position to work with cultural groups and organizations to move programs and plans forward within the community. This alternative is not being recommended due to budgetary constraints.

**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 South Temiskaming Cultural Sustainability Project came in under budget as the project did not run for its entire two year duration due to the timing of funding approvals and staff changes. A total of \$317,000 was budgeted to complete the two year project, but of that, a total of \$238,696 was actually spent. Due to these reductions in the proposed budget, the total City contribution was reduced.

The proposal provided by the Conseil des Arts Temiskaming Arts Council does not require any new municipal funds to be put into the project. The City has \$24,910 remaining in the 2016 budget for the South Temiskaming Cultural Sustainability Project. What staff is proposing is that Council set up a reserve for this amount to enable the City to support the Arts Council for the next three years in the following manner; \$9,500 in 2017, \$9,500 in 2018 and \$5,910 in 2019.

City staff resources will be kept at a minimum as the assistance will be through regular administrative functions and liaisons.

**Submission**

Prepared by:

Reviewed and submitted for  
 Council's consideration by:

"Original signed by"

"Original signed by"

\_\_\_\_\_  
 James Franks  
 Economic Development Officer

\_\_\_\_\_  
 Christopher W. Oslund  
 City Manager

# South Temiskaming Region

Regional Cultural Sustainability Plan

Final Report



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# Introduction

The City of Temiskaming Shores has shown great leadership in northern cultural development. The City was one of the first Ontario communities to complete both a cultural mapping project and a municipal cultural plan. This leadership stemmed from the City's clear understanding of the central role cultural resources play in the community's future.

Specifically, the Municipal Cultural Plan cites the important role played by cultural resources and cultural groups or organizations in contributing to the quality of life of its community. It also recognizes that this same quality of life is a magnet critical to attracting and retaining young talent and new businesses and investment.

Proceeding with initiatives and actions within its Municipal Cultural Plan, the City has recognized that in order to increase its cultural profile within its fiscal realities there would be a need to find creative solutions to challenges that cultural organizations were experiencing.

With a broad mandate to plan with a sustainable mindset and the recognition that cultural activity extends beyond its municipal borders, the City with the assistance of the Federal Government and the Government of Ontario has undertaken a cultural sustainability exercise for the South Temiskaming region. The 'Regional Cultural Sustainability Plan for the South Temiskaming Region' is a document intended to develop a framework based approach to decision-making and sustainable cultural planning, both internally across organizations and externally with partners.

A first for Ontario, the Regional Cultural Sustainability Plan examines how both municipal partners and key partner agencies might better consider and integrate cultural priorities, goals and opportunities across a wide range of sustainable initiatives.

In developing the Regional Cultural Sustainability Plan, the City has engaged MDB Insight to engage a broad cross section of the cultural sector and the partners at the table to help identify the region's capacity to support sustainable initiatives that will empower cultural organizations to be champions of local growth and development (Figure 1).



FIGURE 1: THE REGIONAL CULTURAL SUSTAINABILITY PLAN PROJECT PROCESS







# What is Cultural Sustainability

## Defining Cultural Sustainability

Cultural sustainability at its simplest is the assurance of the longevity, maintenance and encouragement of cultural assets by a community or set of communities. It includes both tangible and intangible assets. These are described as:

- **Tangible Assets** – assets such as cultural enterprises, organizations, spaces and facilities, festivals and events, among others, that contribute to arts, culture and heritage in a specified geography.
- **Intangible Assets** – the unique stories and traditions of a community or set of communities that contribute to their uniqueness.

Cultural sustainability ensures both tangible and intangible assets are preserved, enhanced and nurtured, but the approach is different for every community based on a variety of reasons such as local context, attitudes and values and limits to capacity or capabilities.

Addressing and planning for cultural sustainability helps articulate a unified vision for cultural development, spurs economic benefits associated with commerce, entertainment and tourism, and contributes the overall improvement of quality of life and quality of place. In addition, cultural sustainability can become a rallying point for tourism development and coordination, so that local treasures can be shared.

### A Vision for Cultural Sustainability in the South Temiskaming Region

The South Temiskaming Region has its own collective histories, values and concerns. Consultation with community stakeholders has highlighted some key aspects of a local vision for cultural sustainability. These include:

- **Collaboration:** A highly integrated and connected community of individuals, groups and organizations that seek partnership opportunities as a means for attaining shared goals.



- **Diversity:** Celebrating the cultural diversity of communities (First Nation, Francophone, Anglophone and different ethnic heritages) as unique components that add to the collective value of the region.
- **Economic Prosperity:** The ability of cultural assets, organizations and individuals to contribute to the economic vitality of their communities and the region through their activities, including tourism.
- **History:** A respect for heritage, cultural origins and the historical development of communities and the region.
- **Support:** The encouragement and celebration of arts, culture and heritage via local and regional expressions of support through attendance at activities and events, funding to encourage projects, activities or grant opportunities, promotion of activities and events, and advocacy efforts that contributes to the health and wellbeing of the cultural sector.

## Challenges with Cultural Sustainability

There are barriers and challenges that exist toward cultural sustainability in every community. Identifying challenges is an important step to advancing cultural sustainability because strategies and actions can be developed to help address them. Local and regional contexts have an impact on what kinds of challenges or barriers are likely to exist; however, there are shared challenges that many communities or regions face to varying degrees. These include:

- **Lack of Knowledge:** Lack of knowledge about a subject, its value or importance to cultural sustainability.
- **Capacity:** Lack of ability to act, govern or administer aspects of collective or singular operations to the extent necessary to reach identified goals.
- **Finite Resources:** Lack of capital or human resources to be allocated toward a specified need and the prioritization of other allocations over aspects of cultural sustainability.
- **Ideological conflicts:** Divergence in perspectives rooted in conflicting standards, values and beliefs, resulting in disagreement on perceived problems and solutions related to cultural sustainability.

### Challenges with Cultural Sustainability in the South Temiskaming Region

Stakeholder engagement has indicated that all of the above challenges exist within the region or its communities to some degree, but there are also additional challenges or barriers that have emerged that are specific to the region. These include:

- **Youth Engagement:** A concern that youth are not subjected to sufficient opportunities to grow an appreciation for local heritage, become involved in arts,



culture or heritage interests, or understand the contribution the sector provides the local economy and overall quality of life.

- **Volunteer Needs:** A local concern that volunteers become worn-out through their commitments to organizations or activities and that there are insufficient numbers of volunteers to meet the needs of local organizations and groups. Many cultural organizations depend either entirely or at least in part on volunteer contributions and it is often the same individuals that are dispersed across different organizations.
- **Economic Connections:** Many people do not understand the economic benefit to a region attached to arts, culture and heritage. Patrons of programming and events spend money. Tourists are attracted to unique towns with diverse and interesting things to do. Practitioners purchase supplies, materials and use local services.
- **More Than Economics:** Cultural development provides many benefits to a community that are not attached to the economy, such as quality of life, community wellbeing and social or spiritual aid. Many people are not aware of these contributions or of the negative impact that erosion or elimination of these assets would have on the perceived value of a community.
- **Coordination:** There is currently no mechanism, organization or long-term role devoted to coordinating cultural development across the region or mobilizing different stakeholders to arrive at common understandings, priorities and goals.



# Perspectives on Cultural Sustainability

Community input and engagement is a critical component of any strategic planning process. Accordingly, a variety of community engagement tools were used to examine the region’s capacity to not only support initiatives that will empower cultural organizations but also understand the perceptions that business stakeholders, civic and regional partners and the general public had towards cultural sustainability.

The following engagement process was used to capture and build on community feedback.

**FIGURE 2: ENGAGEMENT PROCESS**

Step 1	Step 2	Step 3	Step 4
In-Community Consultation			Telephone Survey
Individual Cultural Organization Workshops	Public Forum	Stakeholder Interviews	General Public Survey
Strategic planning and capacity building roundtables with 13 local organizations, groups or clubs	Consultation exercise with 32 individuals from cultural sector or municipalities	Discussions with 30 community leaders, elected officials or municipal management	Statistically valid (+/- 5%) random sample telephone survey administered among 201 members of the general public



## Thematic Results of Consultations

The results of a thematic analysis, which consists of the rolling-up of data from all engagement activities into an aggregated summary of key themes, are summarized in this section. A more detailed discussion of each theme can be located in **Appendix A**.

### **Communications and Interaction**

Cultural organizations and groups are experiencing communication challenges both internally and externally. Internal challenges are associated with capacity to use technology and knowledge of modern communications tools, such as social media. Workshops were identified as means to addressing internal communications issues. External issues related to interacting with other organizations and the perceived need for a resource that would facilitate the sharing of information via an online hub and/or a regional coordinator to facilitate the flow of information.

### **Working Toward a Collaborative Environment**

This theme emerged from a desire among participants to see a more collaborative environment. Some participants already see this as a local strength to be enhanced. The collaborative environment includes inter-organizational partnerships or cooperation as well as a need for inter-municipal collaboration, which was noted by many stakeholders as being deficient. The theme also applies to institutions such as schools and possible partnerships in cultural development. The notion of an arts council emerges within this theme, with organizations noting that an arts council would only function if there were a paid coordinator administering the organization. It was noted that currently municipalities across the region have limited capacity to share the cost of a coordinator directly as a municipal employee.

### **Shared Spaces and Resources**

This theme relates to notions that local groups are in need of spaces from which they can conduct activities, host meetings, and make use of onsite services or equipment. These could be resources spread across the region and listed in a central registry or online portal. There is recognition that memberships or user fees would require development.

### **Volunteer Retention**

Volunteer retention is a concern to many organizations and groups in the region. Without access to funds to pay sufficient staff, volunteers are depended upon. Volunteers are difficult to find and are a challenge to retain over long-term periods. The notion of an online registry where organizations can share volunteer needs and individuals can seek volunteer positions in areas of interest was noted as a possible solution. Capacity building workshops targeting at volunteer attraction strategies were also suggested.



## **Online Portal**

An online portal suitable to enhancing the sharing of information, tracking and posting of volunteer needs/opportunities, space and facility use and facilitate promotion or outreach regarding events was a frequently identified theme. The portal provides solutions to other identified challenges already discussed, but would require maintenance or curating to ensure it is kept up to date and provides the services needed. The idea has roots in the Temiskaming Shores Municipal Cultural Plan, but has garnered a regional interest. Several stakeholders saw this as the most feasible of several cultural sustainability tools.

## **Cultural Development Support from Government Entities**

Cultural development support from government entities was articulated by organizations and groups in regard to both financial and non-financial support. These are most easily explained as either financial or in-kind support. Notably there is some divergence between organizations or groups that perceive there is insufficient support for arts, culture and heritage compared with several municipalities indicating they are providing the best of their capability to support.

## **Educating the General Public on the Importance of Cultural Sustainability**

There is concern among various stakeholders including organizations and some municipal representatives that the general public are not sufficiently aware of the value of cultural sustainability in the region. A key sticking issue was that of a lack of a vision for the region, which could be shared with stakeholders including organizations, minority groups, municipal governments, private sector partners and education institutions. The purpose of growing public understanding of cultural sustainability is to ultimately encourage a stronger sense of pride in past, present and future cultural assets, be it physical spaces or groups and organizations. Finally, youth were also discussed as an audience requiring more information about the value of arts, culture and heritage and opportunities to engage in them.

## **Culture and the Economy**

The economic value of culture and cultural sustainability is a complicated subject raised by many stakeholders. Participants most easily made connections between local arts and the contribution they provide to the tourism sector. There is a clear need to identify the various ways in which the cultural sector contributes to the broader economy. There is also a need to demonstrate that not all positive impacts of culture can be reduced to economic benefits alone.

## **Cultural Development and Diversity**

The final theme discussed is the role of diversity in cultural development. There is tremendous pride in the diversity offered to the region by Anglophone, First Nations and Francophone heritage. In looking at the various organizations and groups engaged, it is clear that many make concerted efforts to work with diverse groups, include them in activities and identify opportunities for future collaboration.



Importantly, the diversity of communities themselves was also highly valued. Notions that would continue to support celebration of diversity relate to ensuring early participation of different stakeholder groups and municipalities across the region on matters related to regional cultural development, the exploration of opportunities to continue to educate the general public about the value of cultural diversity, and the identification of activities and events that can continue to valuing diversity.

## Perceptions of Cultural Sustainability from the General Public

Building on the in-community consultation results, a statistically valid survey was designed to gauge the general public's opinions on South Temiskaming region's arts, cultural and heritage organizations and activities. The results of the survey provide information surrounding the general public's perceptions of cultural sustainability and its importance to future planning. The survey had a total response rate of 201 individuals represented equally across each of the South Temiskaming region municipalities. Survey responses were also captured across a broad range of income levels. A detailed breakdown of the survey can be seen in Appendix B.

When the general public was asked to provide an opinion on how important arts, culture and heritage was to them personally over 80% of the total survey respondents said it was either very important or somewhat important. Only 3% mentioned that arts, culture and heritage was not important at all. When asked what type of attributes best described current arts, culture and heritage activities, over 60% of the total respondents mentioned family friendly and nature oriented as the top attributes. The lowest attributes were 'leading edge' and contemporary attributes. 23% of the survey respondents believed 'exciting' to be one of the top attributes.

When asked about the community's role in supporting the arts, culture and heritage communities, over 85% of the participants said that the main role of the community was in supporting and celebrating art, culture and heritage. Additionally, over 80% of respondents agreed that the community does a good job at providing sufficient opportunities for residents to participate in arts, culture and heritage. However, 25% of the participants agreed that the community did not provide sufficient facilities and spaces for arts, culture and heritage activities.

When asked if they or anyone in their household was interested in any arts or cultural activities over 70% of the total respondents mentioned they were interested in history, performing arts, visual arts, and literature and literacy. The least interested was new media and digital arts with 40% of the total participants interested in that discipline. Building on that question, respondents were asked if they participated in culture as much as they would have liked to. 41% of the total respondents replied yes they have participated as much as they would have liked to, while 59% responded no they have not participated as much as they would have liked to. When asked the reason for not participating, respondents noted that there was a lack of programs / variety of



programs available as the main motive. Other reasons included current available programs as not being of interest and a lack of information available on what activities were occurring.

When asked which arts, culture and heritage performances/events they were most interested in, 82% of respondents were interested in music based performances or events. Food events were rated second highest followed by artisan fairs. Art galleries and public art tours had the lowest of interest rates but still well above 50% of the total response rate.

## Best Practices for Cultural Sustainability Initiatives

Given discussions of an arts council, online portals and resource spaces, a best practice case study was undertaken. These best practice case studies provide a series of potential tools that could support cultural sustainability. More elaborate discussions of best practices and each case study are provided in Appendix C.

### **Best Practice #1 - Art, Heritage and Cultural Councils**

Tactically, best practice research highlights several tools that art, heritage and cultural councils can use to improve the sustainability of cultural organizations across a region. These tools include:

- Council should serve as a lynchpin connecting members with each other and representing the collective externally; the central point of convergence for arts, culture and heritage in the community.
- Adopt a regional level funding scheme which can be leveraged for additional grants.
- Developing a communications and marketing strategy to maximize outreach and promotion of the organization<sup>1</sup>.
- Host one or two marquee events per year to bring value to the Council by increasing its relevance and legitimacy across the broader community while fulfilling a specific set of identified community or stakeholder needs.
- Develop and rotate newsletter composition responsibilities.
- Develop an inventory of existing grant programs that is updated semi-regularly, so that the council is aware of all possible opportunities (and associated deadlines) for grants.
- Provide mission or vision statements for specific projects.

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<sup>1</sup> Hartnett, Bridget and Ron Matan (2011), "Marketing Your Nonprofit Organization," Sobel & Co, LLC, Spring, accessed July 17, 2015: <http://sobel-cpa.com/sites/default/files/whitepaper%20Marketing.pdf>.





- Make use of lent space.
- Create a sliding scale for memberships.

### **Best Practice #2 - Resource Centres**

Best practice research for physical resource centres highlighted the following attributes:

- Leading Physical Resource Centres ensures that their space(s) is well publicized and marketed toward the targeted users.
- Leading Resource Centres host various community events at their space.
- Leading Resource Centres are present across multiple locations.
- Leading Resource Centres differentiate membership and user fees.
- Leading Resource Centres explore other revenue models.
- Leading Resource Centres have membership criteria that provide commitment requirements from users to be full-fledge members.

### **Best Practice #3 - Online Portal**

Best practice research for online portals highlighted the following attributes:

- Keep content up to date in member sections of websites.
- Ensure only approved members have access to the members' areas.
- Editing and admitting privileges should be controlled by only two people ever at the same time.
- Do not over-crowd member areas with resources that are not demanded by stakeholders.
- If a member fee structure exists, ensure online payment options exist to capture online sales opportunities.
- Volunteer administrators can be effective site administrators.
- Form close cross-promotional relationships with related organizations.



# Regional Cultural Sustainability Plan

## Vision

The growth and prosperity of cultural organizations has transformed South Temiskaming Region's provincial profile and its ability to attract creative talent from across Canada. The cultural sector inspires community and artistic pride throughout the region in the form of unique festivals, strong community outreach programming and volunteer participation. The continuing integration of technology has transformed the cultural community driving the demand for the creation of new products and modes of product delivery.

South Temiskaming Region's cultural scene is supported and sustained by a strong and collaborative cultural organization sector. The fragmentation that had once characterized the sector – between arts and heritage, between not-for-profit and for-profit groups – has been transcended. Ongoing communication and community outreach by cultural organizations (through the Arts, Culture and Heritage Council) has resulted in South Temiskaming Region's cultural life continuously evolving and responding to changing community needs and circumstances.

Finally, there is widespread awareness and understanding of the central role cultural organizations and cultural development play in sustaining economic prosperity for all municipalities within the South Temiskaming Region

## Defining Roles

The Regional Cultural Sustainability Plan is a strategic document that will guide sustainable cultural development across the South Temiskaming region for the next five to ten years. The core vision of the Plan is to develop, enhance and promote cultural resources and sustainability in the South Temiskaming region to the benefit of residents, the cultural community, the business sector and visitors.



It is important to recognize that the City of Temiskaming Shores is a key, but by no means the only player contributing to the cultural vitality of the South Temiskaming Region. The Plan recognizes that the City's distinct role in developing local cultural capacity is by acting as a promoter, funder, facilitator and champion, but impactful culture development requires a collaborative sector involving many partners each with their own unique role to play and contribution to make.

To achieve sustainability within the Region, it is critical that the responsibility for cultural development is understood fundamentally as a shared responsibility by all area municipalities and local cultural organizations. Over the next five to ten years, those partners must also expand beyond to include other partners such as educational institutions, the business community, the tourism industry, knowledge-based businesses and other levels of government. Creative individuals, arts, heritage and cultural administrators, volunteers, audiences, associations and businesses will all need to embrace their roles - not just in driving cultural vitality but in connecting to and supporting the larger needs and aspirations of the region.

Understanding these roles is fundamental towards building a shared identity that is grounded in the rich histories, traditions and languages of the region and to embracing a cultural sustainability framework that aims to strengthen collaboration and promote South Temiskaming as a cultural hub within Northern Ontario.

## Building a Sustainable Framework – Action Plan

### Interpreting the Action Plan

Each strategic objective is supported by several actions, identified partners, and performance measures. For each action a level of priority has been identified. The level of priority has been based on several criteria including:

- The level of immediacy based on the region's objectives
- The potential to contribute to the overall cultural sustainability and vibrancy of South Temiskaming
- The resources required
- The logical sequence of actions, with each building from the last; in some cases, these are identified as separate steps to support the same overall objective

The priority level assigned to each action item also corresponds to a specific timeframe. The time frame for each priority level may be operationalized as:

- Short term – within 1-2 years
- Medium term – within 3-6 years
- Long term – within 7-10 years



## Action Plan

#	Action / Tasks	Priority			Partners	Resources
		S	M	L		
<b>Strategic Objective #1 – Sustain Cultural Resources by Communicating its Economic Impact</b>						
<b>1.</b>	<b>Illustrate the Value Proposition of Cultural Resources</b>					
	<ul style="list-style-type: none"> <li>Convene a Regional Annual Cultural Summit to report on progress made over the past year in implementing the Regional Cultural Sustainability Plan and to undertake “opportunity citing” regarding new cultural issues or opportunities.</li> </ul>					
	<ul style="list-style-type: none"> <li>Launch a public awareness campaign in South Temiskaming regarding the economic, social, and health benefits of a strong cultural sector (build on Municipal Cultural Plan item 3.A.iii).</li> </ul>					
	<ul style="list-style-type: none"> <li>Promote community heritage as an element of cultural sustainability. The message should promote natural and cultural heritage that is both tangible and intangible. In addition to Indigenous and early settlement history, heritage also embraces and values recent decades and the arrival of residents from many parts of the world. (build on Municipal Cultural Plan item 2.D).</li> </ul>					
	<ul style="list-style-type: none"> <li>Work with community organizations and cultural organizations to increase private sector/business sponsorship by illustrating the benefits of being a part of a social good. artsVest is a signature matching incentive and sponsorship training program offered throughout Ontario.</li> </ul>					
	<ul style="list-style-type: none"> <li>Identify the economic contribution that the cultural organizations bring to the region via a sector gap analysis. There is funding available from government agencies to undertake such a study.</li> </ul>					
<b>2.</b>	<b>Strengthen Communication and Collaboration Among Cultural Organizations Across The South Temiskaming Region</b>					
	<ul style="list-style-type: none"> <li>Convene a regular meeting (2/year) drawing individuals working in culture across the South Temiskaming area to strengthen relationships and explore potential partnership opportunities.</li> </ul>					
	<ul style="list-style-type: none"> <li>Use the Annual Cultural Summit to support communication and collaboration.</li> </ul>					
	<ul style="list-style-type: none"> <li>In the development of future tourism packages and broader strategies, ensure cultural resources play an important role.</li> </ul>					



#	Action / Tasks	Priority			Partners	Resources
		S	M	L		
	<ul style="list-style-type: none"> <li>Convene regular meetings of cultural organization representatives across the region to improve awareness and understanding of the range of cultural programs and activities, and their relationship to evolving community needs. Issues addressed should also deal with questions of gaps and overlaps in programming.</li> </ul>					
	<ul style="list-style-type: none"> <li>Continue to provide workshop opportunities in effective marketing and communications to build capacity of cultural organizations. Form partnerships with local Chamber of Commerce to assist in bringing in guest speakers.               <ul style="list-style-type: none"> <li>Promote online resources such (e.g. Paro Centre) for free webinars.</li> </ul> </li> </ul>					
<b>Strategic Objective #2 – Sustain Cultural Resources through Regional Leadership</b>						
<b>3.</b>	<b>Establish a Regional Arts, Culture and Heritage Council</b>					
<b>A.</b>	<b>Pre-establishment</b>					
	<ul style="list-style-type: none"> <li>Identify a municipality (ies), community organization, or individual to lead the establishment of the regional Arts, Culture and Heritage Council.</li> </ul>					
	<ul style="list-style-type: none"> <li>Identify a staff or community member from each municipality to be responsible for cultural development and to represent their municipality on the regional Arts, Culture and Heritage Council.</li> </ul>					
	<ul style="list-style-type: none"> <li>Develop a board that reflects values of diversity (cultural and community diversity).</li> </ul>					
<b>B.</b>	<b>Post-establishment</b>					
	<ul style="list-style-type: none"> <li>The RACHC should work with community organizations to build linkages.</li> </ul>					
	<ul style="list-style-type: none"> <li>Develop a voluntary membership.</li> </ul>					
	<ul style="list-style-type: none"> <li>Identify ways to begin to integrate relevant best practices and ensure an ongoing list of best practices is monitored by the organization (this could be a valuable resource to enhancing institutional memory).</li> </ul>					
	<ul style="list-style-type: none"> <li>Establish a Facebook page and Twitter account.</li> </ul>					
	<ul style="list-style-type: none"> <li>Identify a Mentor-Council that the new Council can designate a liaison to learn from; the mentor should be an Ontario organization that has existed for at least five years and that is familiar with the growing pains of starting out; it should also be regionally distant from South Temiskaming to reduce concerns over competition.</li> </ul>					



#	Action / Tasks	Priority			Partners	Resources
		S	M	L		
	<ul style="list-style-type: none"> <li>Develop a Five Year Growth Strategy that articulates aspirations and goals and establishes actions over that period.</li> </ul>					
	<ul style="list-style-type: none"> <li>Acquire Ontario Arts Council funding in 2018.</li> </ul>					
<b>Strategic Objective #3 – Sustain Cultural Resources by Maximizing the Region’s Resources</b>						
<b>4.</b>	<b>Develop an Online Cultural Portal</b>					
	<ul style="list-style-type: none"> <li>Create a map of regional cultural organizations.</li> </ul>					
	<ul style="list-style-type: none"> <li>Create a more robust and inclusive community calendar of events</li> </ul>					
	<ul style="list-style-type: none"> <li>Create an online resource hub that provides documents on grant writing tips, event planning, volunteer attraction and business and marketing skills.</li> </ul>					
	<ul style="list-style-type: none"> <li>Create an online forum for ongoing discussion between cultural organizations.</li> </ul>					
<b>5.</b>	<b>Establish a Shared Resource Centre</b>					
	<ul style="list-style-type: none"> <li>Explore opportunities for affordable meeting space for cultural organizations.</li> </ul>					
	<ul style="list-style-type: none"> <li>Examine the feasibility of establishing a shared resource space or facility for small community based cultural organizations providing meeting rooms, filing cabinets, storage, administrative support, access to photocopier, etc. The facility also serves to build connections and partnerships among organizations.</li> </ul>					
<b>6.</b>	<b>Establish a Shared Resource Network</b>					
	<ul style="list-style-type: none"> <li>Explore opportunities for the development of a shared resource network where professional experience (e.g. curatorial support) is funded and shared among a variety of cultural organizations.</li> </ul>					
<b>7.</b>	<b>Create a Permanent Cultural Coordinator Position for the South Temiskaming Region</b>					
	<ul style="list-style-type: none"> <li>Establish a permanent bilingual cultural coordinator position to coordinate cultural events and programming and liaise with regional cultural organizations.</li> </ul>					
<b>Strategic Objective #4 – Sustain Cultural Resources Through Government Support</b>						
<b>8.</b>	<b>Identify Current Financial Support From the South Temiskaming Region</b>					
	<ul style="list-style-type: none"> <li>Establish a regional cultural fund supported by each Municipality.</li> </ul>					
	<ul style="list-style-type: none"> <li>Establish a regional cultural fund supported by regional community agencies</li> </ul>					



#	Action / Tasks	Priority			Partners	Resources
		S	M	L		
	<ul style="list-style-type: none"> <li>Encourage joint-bids for cultural grants available through the Province and Northern Ontario programs.</li> </ul>					
<b>9.</b>	<b>Identify Current In-Kind Support From the South Temiskaming Region</b>					
	<ul style="list-style-type: none"> <li>Establish a partnership agreement with each Municipality to providing a percentage of available event space at a reduced or no cost for cultural activities.</li> </ul>					
	<ul style="list-style-type: none"> <li>Establish a partnership agreement with each Municipality to providing a percentage available space monthly for cultural activities within the community.</li> </ul>					
	<ul style="list-style-type: none"> <li>Establish a partnership agreement with regional community agencies to provide event space at a reduced or no cost for cultural activities.</li> </ul>					
<b>Strategic Objective #5 – Sustain Cultural Resources by Embracing Cultural and Linguistic Diversity</b>						
<b>10.</b>	<b>Increase Francophone and Indigenous Cultural Competency</b>					
	<ul style="list-style-type: none"> <li>Review and Promote the Northeastern Ontario Francophone Best Start Network’s Francophone Cultural Linguistic Competency Framework and the Timiskaming Best Start’s Indigenous Cultural-Linguistic Framework.</li> </ul>					
	<ul style="list-style-type: none"> <li>Engage Keynote Speakers to present each Framework to municipal staff and council in each municipality.</li> </ul>					
	<ul style="list-style-type: none"> <li>Plan an annual ‘Cultural Conversations Café’ to be held at various locations throughout the region during Culture Days, focusing on Francophone and Indigenous cultures.</li> </ul>					
	<ul style="list-style-type: none"> <li>Support current efforts to increase visibility and understanding of Indigenous culture through events and festivals. Encourage cultural organizations to work collaboratively to grow these events over time.</li> </ul>					
	<ul style="list-style-type: none"> <li>Use appropriate communications channels in any marketing and communications strategy aimed at reaching out to diverse communities (e.g., social media, TV ads on the multicultural channels, community newspapers, etc.).</li> </ul>					
	<ul style="list-style-type: none"> <li>Build diversity outcomes into any Service Agreements with cultural organizations.</li> </ul>					
<b>Strategic Objective #6 – Sustain Cultural Resources by Increasing Awareness of Volunteer Opportunities</b>						
<b>11.</b>	<b>Increase Awareness of Volunteer Opportunities</b>					
	<ul style="list-style-type: none"> <li>Build skills and knowledge in volunteer management among cultural organization representatives by providing workshops that teach volunteer attraction and retention techniques.</li> </ul>					



#	Action / Tasks	Priority			Partners	Resources
		S	M	L		
	<ul style="list-style-type: none"> <li>Adopt a collective approach to recruiting volunteers, potentially through a dedicated website or webpage posting various volunteer opportunities across culture organizations.</li> </ul>					
<b>12.</b>	<b>Recruit Youth Volunteers</b>					
	<ul style="list-style-type: none"> <li>Create a social media marketing campaign specifically for high school students to attain their required volunteer hours with arts, culture and heritage organisations.</li> </ul>					
	<ul style="list-style-type: none"> <li>Encourage the recruitment and engagement of youth on the boards of cultural organizations.</li> </ul>					
	<ul style="list-style-type: none"> <li>Continue to support and work with educators committed to introducing a wide range of cultural disciplines in the school system. Ensure that in addition to teaching the practice of cultural expression, students are exposed to potential future employment opportunities in arts and cultural industries.</li> </ul>					





# Appendix Report





# Appendix A

## Engagement Themes

### Engagement Process

This section outlines the various engagement activities associated with the project. The following engagement process was used to capture and build on community feedback.

**FIGURE 3: ENGAGEMENT PROCESS**



#### Individual Cultural Organization Workshops

Working from a list of interested groups and organizations, a series of on-site visioning and planning sessions with board members and leaders of each group was conducted. The format of each session was structured as a roundtable discussion that identified current challenges, strengths and aspirations for each organization. The sessions also identified opportunities in how the region can foster cultural sustainability.

In total, MDB Insight met with 13 cultural organizations from across the region. As a follow up to the Regional Cultural Sustainability Plan, these thirteen cultural organizations will also be receiving Individual Sustainability Plans to ensure their anchor status as contributors to the quality of life in their local community.

#### Public Forum

A public forum was held to broaden awareness of the Regional Cultural Sustainability Plan. The Forum was also used to seek community input into shaping possible sustainable initiatives that were initially put forward by the Municipal Cultural Plan. It was important to understand how such initiatives could be transformed from abstract ideas into a series of functions or roles to be performed.

In total, over 30 individuals attended the forum and provided insights into how the region could plan for cultural development in a sustainable manner.

#### Stakeholder Interviews

In collaboration with the City, a list of thirty stakeholders was identified for one-on-one consultation. The list consisted of elected officials and municipal staff from various



communities across the South Temiskaming Region, key business and community leaders and cultural sector representatives.

Building on the strengths, gaps, and opportunities that were raised from the previous two steps, the stakeholder interviews examined the feasibility and the priority of sustainable initiatives across the region. Additionally, the stakeholder interviews examined what it means to be culturally sustainable at a regional level.

## Key Themes

### Theme: Communications and Interaction

One of the largest themes to emerge from different engagement activities to date is the issue of difficulties associated with communication. Cultural organizations and groups are experiencing communications challenges both internally and externally.

For internal communication improvements participants indicated the need for capacity building tools. In some instances, members of organizations lack basic computer skills to effectively use online opportunities. Examples of this would include completing online applications for grants or the ability to share information with members and the general community. Participants noted capacity building tools such as workshops can assist in building internal communication expertise.

External communication issues raised by participants were related to how organizations (and governments) share information, interact and engage with the outside world. For external communication, several tools were identified as potential solutions. These included:

- A cultural coordinator that would help bridge information gaps, connect individuals and organizations with each other, and provide important information relevant to arts, culture and heritage to interested stakeholders.
- An Arts, Culture and Heritage Council that would use its membership network to facilitate the flow of information and share the needs of its members or stakeholder groups.
- An online cultural portal that would serve as a hub for community interaction.

These external tools were originally noted as important priorities within the Cultural Plan developed by the City of Temiskaming Shores, but participants have highlighted their relevance at the regional level as well.

### Theme: Working Towards a Collaborative Environment

Another theme that emerged from engagement activities relates to a desire among participants to see a more collaborative environment. Many organizations are already very engaged with other organizations and partners across the community, but there is still a desire to see stronger and more effective relationships across the wider region.



Cross-organizational collaborations appear to be the most common form of collaborative relationships, but many organizations have also expressed that they would like to see more engagement with or from Municipalities and Schools.

There has also been a clear gap identified in regard to inter-community collaboration in the arts, heritage and culture sphere. Many municipal stakeholders were clear in their disinterest in larger regional collaborations with other municipalities.

## Theme: Shared Spaces and Resources

The idea of a physical space for arts and culture resources was first raised as a possibility for the City of Temiskaming Shores in its 2014 Municipal Cultural Plan; however, given the size of the South Temiskaming Region, many stakeholders indicated that a single location does not make practical sense. Instead two alternatives were often discussed as more realistic options:

- **Multiple locations** – This is the idea that several resource centres need to be established across the region, for the good of a larger area. Each individual space would not need to be as large as if it was a single location for a larger area, and in addition more people would make use of the facilities. The key challenge was that each space would likely require capital for upgrades and equipment.
- **Resource Availability Listing** – It was identified that there were already many locations, organizations and even private companies that are willing to share resources with community groups. It was suggested that a resource list be developed, with all necessary details to help groups or individuals find and book space as needed. Such a resource would also provide a map of where different facilities were located.

Some other suggestions were to integrate arts and culture resources into a plan for a larger community and recreation centre, so as to benefit more people and organizations at the same time. The one drawback of such a creation is that it would likely be the result of a single municipality's contribution rather than collaboration among numerous municipalities. Deciding where such a facility would be located was also acknowledged as a difficult and possibly politically polarizing decision.

Additionally, participants also added that shared resources did not have to be bound to physical spaces. Many participants noted that shared resources could include the use of a shared services or roles. Examples included:

- A shared curator that could provide curatorial services across the region – potentially improving collaboration between regional exhibits
- Shared grant writers
- Shared communication professionals
- Shared financial assistance (accountants, bookkeepers)



## Theme: Volunteer Retention

Many groups and organizations depend largely on volunteers for their general operations, projects or events. Even organizations that have some paid staff still rely heavily on volunteers for some aspects of operation.

Volunteer dependence is a direct result of not having enough money to afford to pay more staff. Because organizations cannot afford to pay staff they often rely on a finite pool of volunteers. As many engagement participants have indicated, most volunteers are people over the age of 50. As such, a common challenge shared by many organizations and groups is a lack of young adult or youth engagement in volunteer activity

For many smaller organizations, most volunteer support is conducted by a very small group. These individuals play roles as members of boards of directors or committees as well as play roles in delivering programs and activity. It is often the same individuals that volunteer across multiple organizations or initiatives. The result is volunteers being spread very thinly across numerous responsibilities and organizations. This increases the likelihood of volunteer burn-out or fatigue.

Consultation efforts uncovered the following as elements needed by organizations to work better with volunteers:

- Setting realistic expectations and time commitments
- Identifying project-specific tasks
- Identifying the value of volunteer commitment
- Rewarding volunteer dedication
- Promoting volunteer opportunities
- Engaging youth and young adults in volunteer capacities
- Having a resource such as an online portal with a component dedicated to volunteer needs and recruitment

## Theme: Online Portal

There is a clear regional demand for an online resource that resonates across the South Temiskaming Region. Participants suggested that an online portal would be the most feasible objective to be pursued at a regional level,. These resources typically are most capital intensive at the front end, with minor costs over the longer-term.

Understanding that an online portal requires an appropriate time commitment for maintenance and moderating conversations and information exchange, participants were asked to articulate what the primary functions should be for any regional online portal. Participants articulated the following:

Key components suggested by stakeholders should:

- Include a cultural map of regional assets associated with arts, culture and heritage.



- Provide online resources – serving as a “Non-profit 101.” Examples would include a tab that lists best practice information about grant writing, governance models and guidelines, and other possible solutions to operating an organization.
- Include an event planning tool, to help book, promote and organize specific events related to arts and cultural development.
- Include a volunteer attraction tool, where volunteer needs can be articulated and where volunteers can apply to become involved with different organizations based on their areas of interest.
- Provide an online blog that represents the region’s cultural resources, offers tips, discusses innovations in arts, culture and heritage, and provides a critical evaluation of available programs and services, grants and partnerships.

## **Theme: Cultural Development Support from Government Entities**

Advocacy for cultural sustainability by local governments emerged as a common theme in two key ways; financial support and in-kind support.

### **Financial Support**

Engagement activities have illustrated an area of divergence between community organizations and Municipal stakeholders. On the one hand, local groups are concerned that municipalities are not doing enough to promote a vision of sustainable cultural development, while on the other hand, municipalities insist they are already doing all they can with the limited budgetary resources they have available.

Another challenge identified during consultations regarding municipal perspectives is that investment and support is associated with demonstrating a return on investment. In funding cultural programming it is often difficult to demonstrate such a return. There are other values and community benefit such as civic pride and sense of belonging that can be derived through investment in culture that are not recognized because they are not economically rooted.

### **In-kind support**

Another form of support identified by stakeholders was in-kind support via the allocation of space, municipal staff or facilities for groups, events or projects. Many organizations acknowledged that municipal partners are generally more supportive in this form of support. Some municipalities also boasted that they provide much support of this kind.

In-kind support was viewed as particularly strong among established organizations and also from the private sector, where many area businesses or business organizations demonstrate a willingness to offer resources such as meeting space and promotional support.



## Community Support for Arts

The general public and many stakeholders associated with municipal governments are under the impression that the community is generally supportive of arts and culture. Over 80% of respondents to a random telephone survey expressed support for arts and culture as either somewhat important or very important, and nearly 90% of respondents agree or strongly agree that their community supports arts, culture and heritage. In regard to individuals expressing support for arts and culture, feedback from cultural organizations suggests there is some parallel recognition of their support; however, at the community level, particularly governments, many organizations diverge from the belief that there is sufficient support.

## Theme: Educating the General Public on the Importance of Cultural Sustainability

A key theme that also emerged during various engagement activities relates to an identified need for better education of the general public about the value and importance of cultural assets and sustainability. The solution warrants a consolidated effort of promoting a shared vision of cultural sustainability to the larger public via advocacy activities by a variety of partners including:

- Individual organizations, groups and stakeholders
- Minority cultural groups
- Municipal governments
- Private sector partners
- Education institutions

Currently, only one municipality in the entire region has a cultural plan, and it is not used as an inter-departmental tool as was intended. The result is a perception among local organizations that the City of Temiskaming Shores treats cultural planning as a single silo as opposed to something that flows across multiple departments and is brought into consideration on all relevant policy discussions.

It was identified by some participants that other communities, not having specific cultural plans, cannot be expected to adopt the Plan developed by Temiskaming Shores. Nonetheless, there were many stakeholders including government participants that acknowledged much content, particularly regarding key objectives, does have relevance across the broader region. Where complications arise is in regard to municipal investment in culture, which is often either very limited or community specific.

The purpose of growing public understanding of cultural sustainability is to ultimately encourage a stronger sense of pride in past, present and future cultural assets, be they physical spaces or groups and organizations. Opportunities to bring different areas of interest in closer contact were identified as mechanisms to facilitating public education. For example, a deeper collaboration between sports teams and arts groups was seen as a means of helping grow local appreciation for both and encourage mutual respect,



as was better synergies between organizations and local schools, to ensure youth can learn about and appreciate local arts, heritage and culture.

A final component of the education theme relates to youth. Many local cultural organizations and groups have desires to include local youth in their programs and projects. Educating youth about the value of the cultural assets across the region was therefore seen as a means of exposing children and young adults to opportunities for expression, involvement and appreciation for arts, heritage and culture across the region. If parents, teachers and peers are not engaged in cultural activities, the belief is that children and youth will emerge as not being engaged in them either.

### **Theme: Culture and the Economy**

The economic value of culture and cultural sustainability is a complicated subject raised by many participants. In some ways, economic value has clear strengths, such as through tourism. Participants most easily made connections between local arts and the contribution they provide to the tourism sector. In addition, assets such as museums were also seen as related to the tourism economy.

Less obvious was the economic value attributed to other cultural organizations, because the good they provide is less visible. For example, a cultural organization such as an arts and culture council is viewed as something less directly connected to local economies, even though such organizations build local capacity, increase visibility, and allow for collaborative relationships to flourish between different member organizations or individuals.

There is a clear need to identify the various ways in which the cultural sector contributes to the broader economy. There is also a need to demonstrate that not all positive impacts of culture can be reduced to economic benefits alone. Some public goods relate to community wellbeing, a healthy citizenry, civic engagement and the growth of social capital. Even though these do not necessarily relate to economic benefits, they nonetheless represent aspects that contribute to quality of life across the region and in each community.

### **Theme: Cultural Development and Diversity**

The final theme discussed is in regard to the role of diversity in cultural development. There is tremendous pride in the diversity offered to the region by Anglophone, First Nations and Francophone heritage. In looking at the various organizations and groups engaged, it is clear that many make concerted efforts to work with diverse groups, include them in activities and identify opportunities for future collaboration.

It was suggested that ideas associated with inclusiveness should be embedded in early planning processes, rather than as after-thoughts; as is sometimes the case. Some engagement participants expressed concern that they are merely reached out to as a form of tokenism. Though this is not always the case, it serves as a reminder that





engagement of diverse groups needs to be done sincerely and with clear, mutual and culturally-sensitive understandings of expectations and goals.

There is also a diversity of communities across the region, each with unique histories and heritages that are held in high esteem. There is a desire for the preservation and continued education of their value to community members and the region as a whole. Some participants would like to see stronger advocacy in celebrating diversity at a regional level in order to draw attention to the region for visitors and local residents alike.

Stakeholder engagement has shown that while these diverse communities and groups have pride, they also require tools to help them better coordinate, connect and collaborate. Returning to the notion of a shared vision for cultural sustainability, it was made apparent by some participants that cross-promotion and mutual respect needs to be nurtured across the region to establish a strong foundation from which a shared vision and other goals and objectives can grow most organically.



# Appendix B

## Public Telephone Survey

Building on the in-community consultation results, a statistically valid survey was designed to gauge the general public's opinions on South Temiskaming region's arts, cultural and heritage organizations and activities. The results of the survey provide information surrounding the general public's perceptions of cultural sustainability and its importance to future planning. The survey had a total response rate of 201 individuals represented equally across each of the South Temiskaming region municipalities. Survey responses were also captured across a broad range of income levels. A detailed breakdown of the survey can be seen below.

### Respondent Profile

FIGURE 4: WHICH COMMUNITY DO YOU LIVE IN?

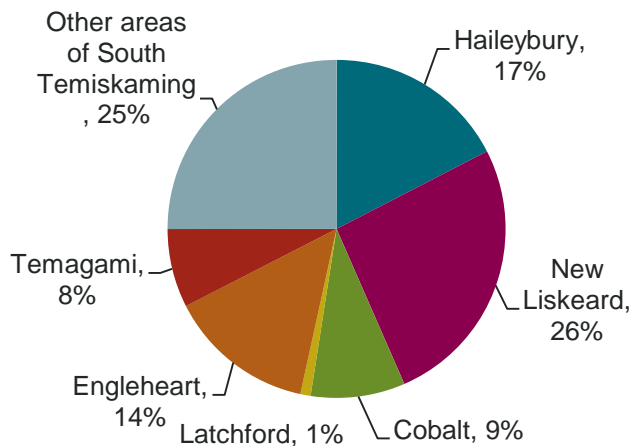
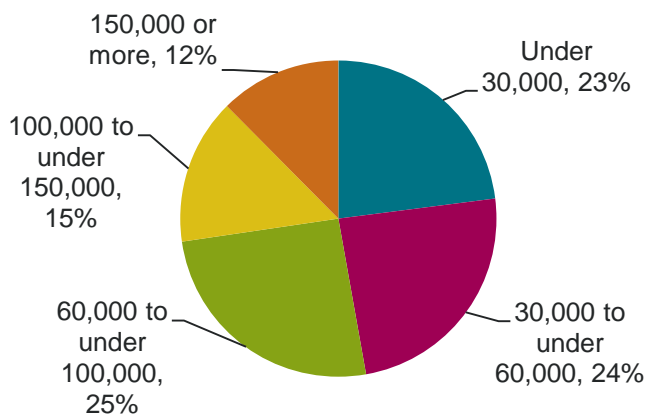


FIGURE 5: WHICH HOUSEHOLD INCOME BEFORE TAXES FITS YOUR DESCRIPTION?





## Part 1 – Value of Culture

FIGURE 6: HOW IMPORTANT IS ARTS, CULTURE AND HERITAGE TO YOU PERSONALLY. WOULD YOU SAY IT IS...

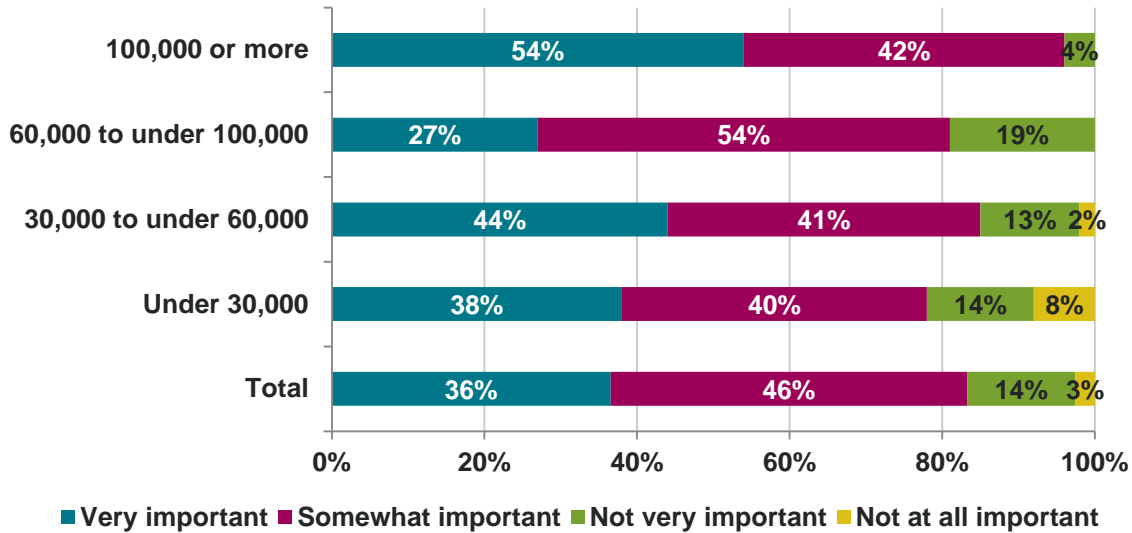
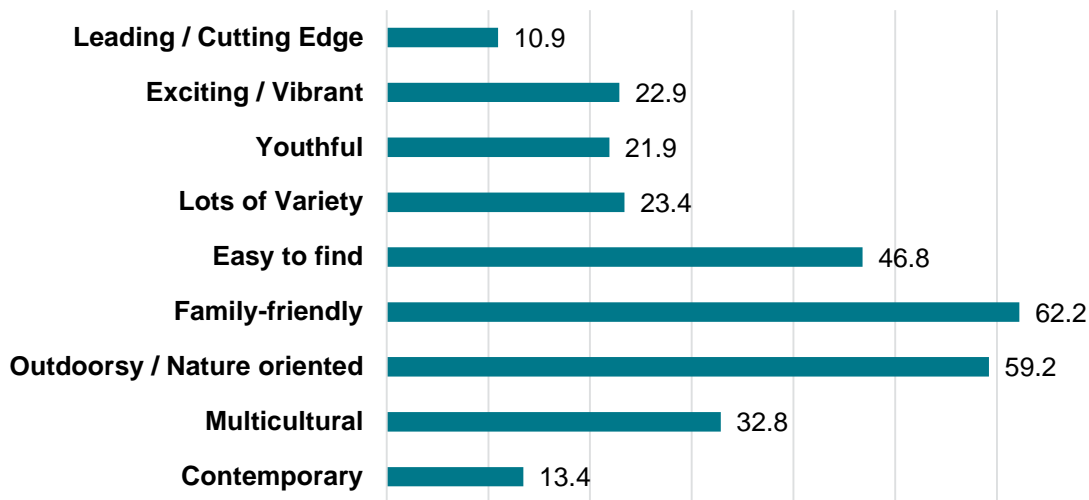
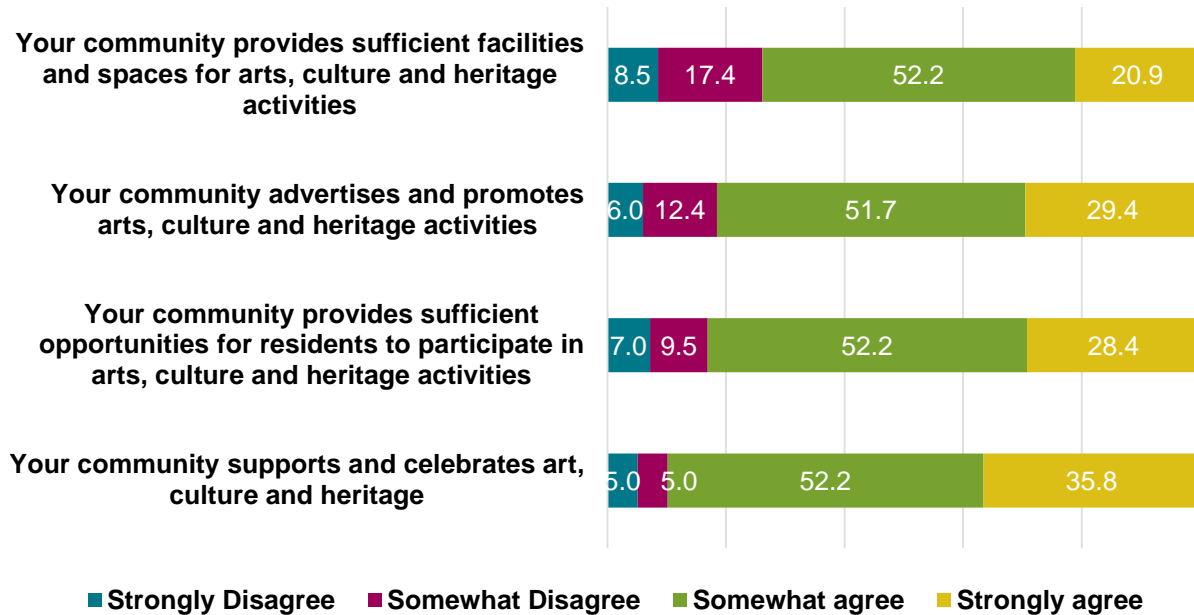


FIGURE 7: USING A SCALE OF 1 TO 10 WHERE 1 MEANS THE WORD OR PHRASE IS NOT AT ALL ASSOCIATED WITH YOUR COMMUNITY AND 10 MEANS IT IS STRONGLY ASSOCIATED WITH YOUR COMMUNITY. ARTS, CULTURE AND HERITAGE RESOURCES AND ORGANIZATIONS IN YOUR COMMUNITY ARE...



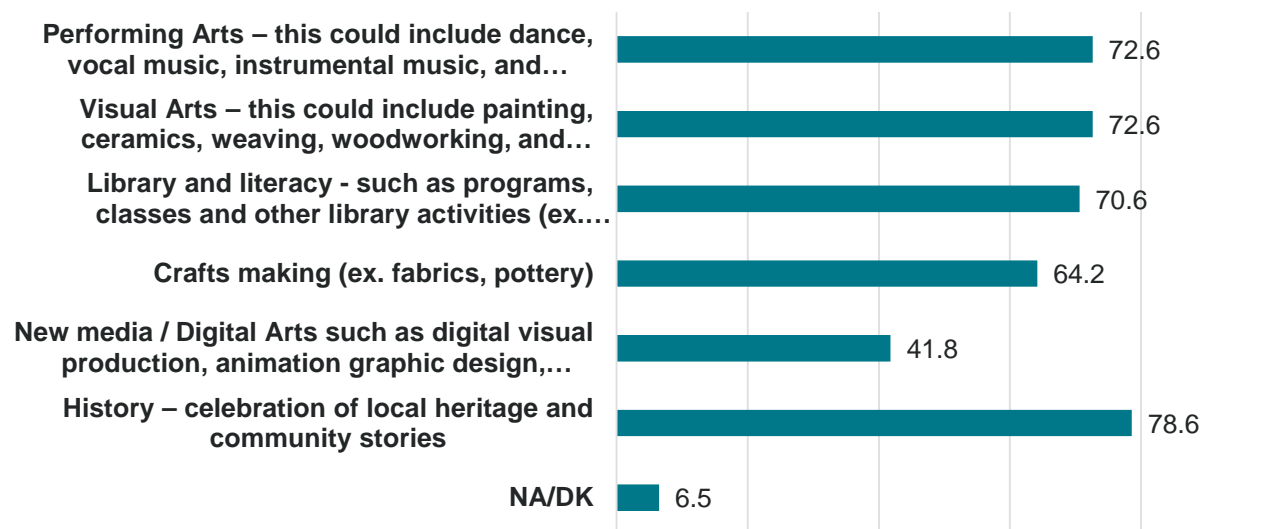


**FIGURE 8: BASED ON THE FOLLOWING LIST OF STATEMENTS REGARDING YOUR COMMUNITY'S ROLE IN SUPPORTING THE ARTS, CULTURE AND HERITAGE COMMUNITY. PLEASE TELL ME THE EXTENT TO WHICH YOU AGREE WITH EACH STATEMENT.**



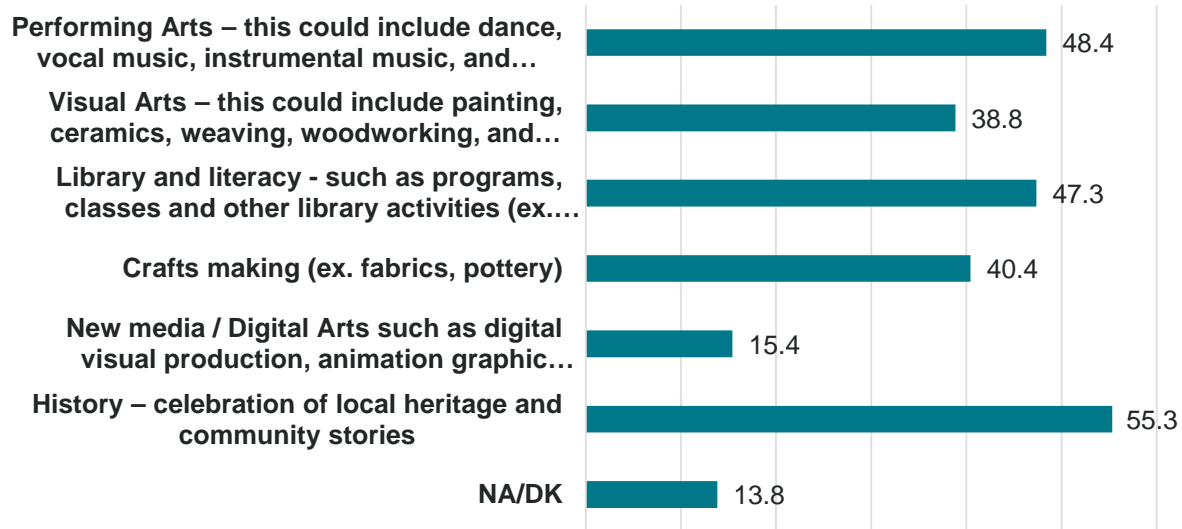
## Part 2 – Participation in Culture

**FIGURE 9: ARE YOU OR OTHER MEMBERS OF YOUR HOUSEHOLD INTERESTED IN ANY OF THE FOLLOWING ARTS OR CULTURE ACTIVITIES EVEN IF YOU MAY NOT BE PARTICIPATING IN THEM. TOP 3 CHOICES PER RESPONDENT.**





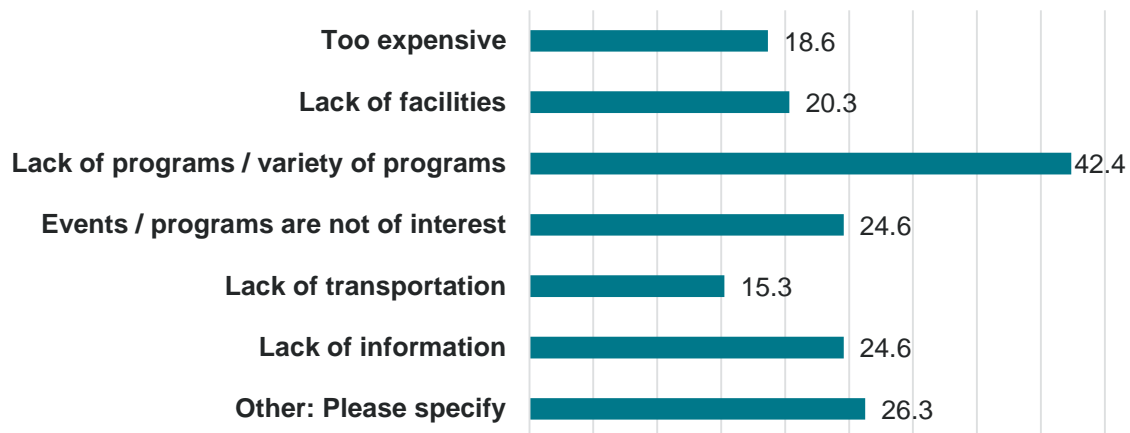
**FIGURE 10: BASED ON THE PREVIOUS QUESTION, HAVE YOU OR OTHER MEMBERS OF YOUR HOUSEHOLD TAKEN ACTIVITIES IN ANY OF THE FOLLOWING IN THE PAST 12 MONTHS.**



**FIGURE 11: IN YOUR OPINION, DO YOU OR MEMBERS OF YOUR HOUSEHOLD PARTICIPATE IN ARTS OR CULTURE ACTIVITIES AS MUCH AS YOU OR THEY WOULD LIKE TO?**

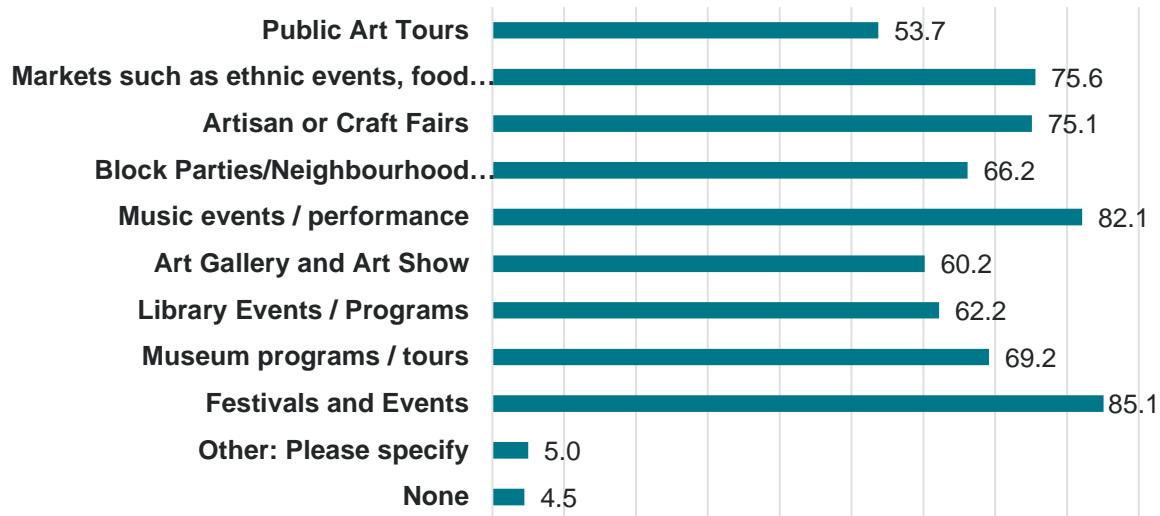


**FIGURE 12: WHAT ARE THE REASONS THAT YOU OR MEMBERS OF YOUR HOUSEHOLD DO NOT PARTICIPATE IN THESE ACTIVITIES AS OFTEN AS YOU WOULD LIKE?**

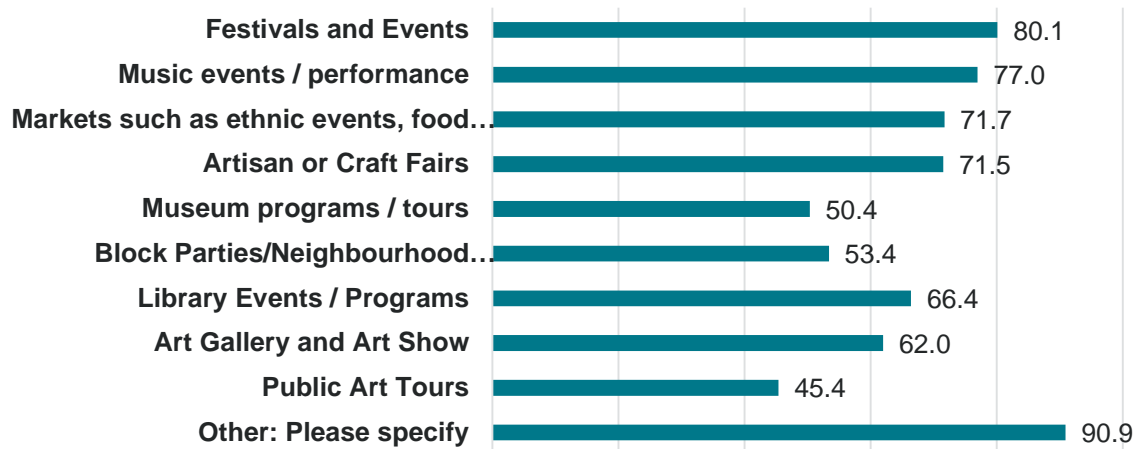




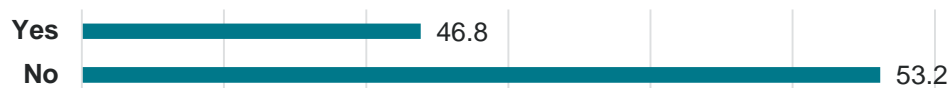
**FIGURE 13: ARE YOU OR OTHER MEMBERS OF YOUR HOUSEHOLD INTERESTED IN ANY OF THE FOLLOWING ARTS OR CULTURE EVENTS OR FESTIVALS EVEN IF YOU MAY NOT BE PARTICIPATING IN THEM. TOP 3 CHOICES PER RESPONDENT.**



**FIGURE 14: BASED ON THE PREVIOUS QUESTION, HAVE YOU OR OTHER MEMBERS OF YOUR HOUSEHOLD PARTICIPATED IN ANY OF THE FOLLOWING EVENTS OR FESTIVALS IN THE PAST 12 MONTHS?**

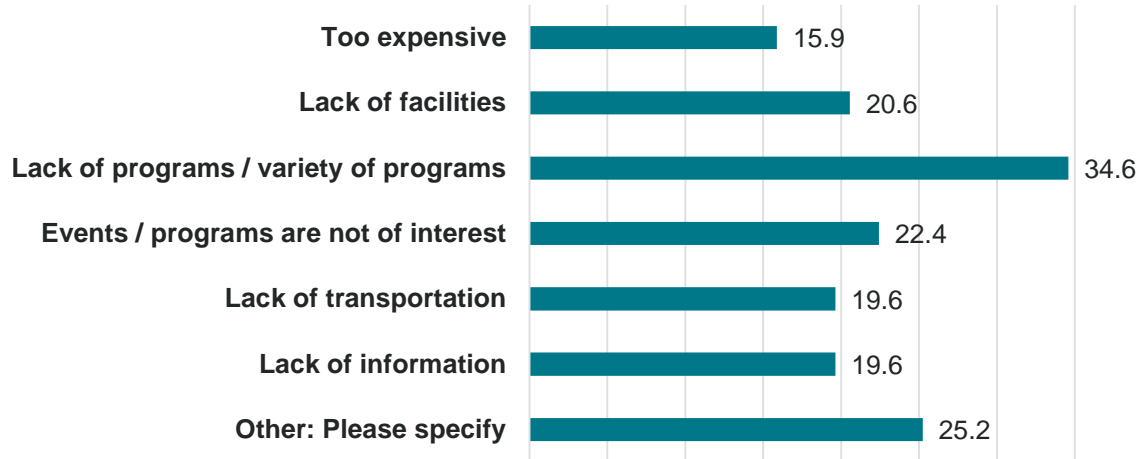


**FIGURE 15: IN YOUR OPINION, DO YOU OR MEMBERS OF YOUR HOUSEHOLD PARTICIPATE IN ARTS OR CULTURE EVENTS OR FESTIVALS AS MUCH AS YOU OR THEY WOULD LIKE TO?**





**FIGURE 16: WHAT ARE THE REASONS THAT YOU OR MEMBERS OF YOUR HOUSEHOLD DO NOT PARTICIPATE IN THESE ACTIVITIES AS OFTEN AS YOU WOULD LIKE?**





# Appendix C

## Case Studies and Best Practices

### Art, Heritage and Cultural Councils

Best practice research has highlighted that arts, heritage and cultural councils are the lynchpins that harness regional cultural sustainability. Lessons pulled forward from the best practice research indicated that most councils are funded and supported by multi-level systems. The research suggests that at a regional level, funding should be derived from multiple partners across the region so that it can be leveraged toward other project revenues derived through grants from larger government structures or in-kind donations, such as space or staff resources.

Best practice research also suggests that art, heritage and cultural councils should serve as the singular point of convergence for arts, culture and heritage in the community. It is important that no other organization fulfils the role performed by the Council as a hub for cultural connectivity (neither in a physical sense nor in the online world). While other organizations or groups may be actively involved in the process, the Council should be the lead and primary actor acting as the central figure of coordination.

Tactically, best practice research highlights several tools that art, heritage and cultural councils can use to improve the sustainability of cultural organizations across a region. These tools include:

- **Developing a communications and marketing strategy to maximize outreach and promotion of the organization.**<sup>2</sup>
  - Key instructions and approaches to distributing messages are required to ensure that anyone in the organization can contribute communications content that is amenable to the brand and purpose of the organization and ensure there is continuity in how information is shared and stored (i.e. archived).
- **Host one or two marquee events per year to bring value to the Council by increasing its relevance and legitimacy across the broader community while fulfilling a specific set of identified community or stakeholder needs.**
  - Events add a focal point to which the broader community and member-stakeholders can associate a brand, but that recognition only comes with a perceived value associated with the event and benefit it brings to a set of stakeholders or the broader community.

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<sup>2</sup> Hartnett, Bridget and Ron Matan (2011), "Marketing Your Nonprofit Organization," Sobel & Co, LLC, Spring, accessed July 17, 2015: <http://sobel-cpa.com/sites/default/files/whitepaper%20Marketing.pdf>.





- **Develop and rotate newsletter composition responsibilities.**
  - While newsletters are an important means of keeping stakeholders of an organization informed, the reality of organizations that are largely reliant on volunteers is that it becomes difficult to ensure newsletter content is released on time and in a predictable form. Modern technology makes assembling newsletters increasingly user-friendly. Developing a rotation of newsletter contribution responsibilities ensures the burden is shared more equally.
- **Develop an inventory of existing grant programs that is updated semi-regularly, so that the council is aware of all possible opportunities (and associated deadlines) for grants.**
  - The specific costs associated with projects or running the organization should be understood so as to make matches with available grant programs easier. If you know what costs money it will be easier to find know what programs may help cover some of those costs.
- **Provide mission or vision statements for specific projects.**
  - Some organizations develop specific mission or vision statements for proprietary projects.
- **Make use of lent space**
  - Not all councils have the luxury of having their own offices or meeting rooms, and instead rely on a network of partners that lend space to them for meetings or smaller gatherings as in-kind donations. Ensure space sharing arrangements are clear as to what resources are included and planned well in advance out of courtesy to the lender.
- **Create a sliding scale for memberships**
  - Membership fees are usually structured differently depending on the type of member. For example, organizations can usually enroll in a membership, but the annual fee is typically higher than for individuals. Seniors and students usually receive a reduced fee, and some organizations have special designations for private sector funders.



## Case Studies

# QuinteArtsCouncil

The Quinte Arts Council (QAC) has existed since 1967, where it first received funding as part of Canada's centennial anniversary. The council is headquartered in Belleville, Ontario, but has a geographic coverage across three counties. As such it exemplifies multi-jurisdictional collaboration.

Its mission is to:

- Advocate for artists and arts organizations
- Provide effective, accessible communication tools
- Engage artists in our programs and events
- Provide arts education opportunities for artists and students
- Provide professional development activities for artists
- Foster and engage in dialogue about the arts in our community

### Funding model

The Council receives funding from Prince-Edward County, Hastings County, the Counties of Lennox and Addington and from the City of Belleville. Municipal funds are used to leverage Federal and Provincial grants. In addition, the organization also raises money through its membership base, which includes student, basic-member, group and private donor rates, as well as through its Gift Shop at the QAC-operated gallery space.

The QAC also hosts various annual fundraising events or arranges for fundraising activities in conjunction with other community projects.

### Location

The QAC's office and gallery are donated to the organization from the City of Belleville, but utilities and operating costs are paid for by the organization. The location is a former municipal building consisting of two floors.

### Programs and Services

Key offerings of this Council include:

- Umbrella – A local arts and culture newspaper printed quarterly by the Council
- Weekly column in the Belleville Intelligencer newspaper
- Weekly arts updates
- Event listings
- Awards and Bursaries programs



- Artistic professional development workshops and notifications about calls for entry, auditions etc.
- Artistic directory
- Member meeting space (physical space at headquarters location)
- Online member space
- Community events: Bi-annual juried art show, recognition awards, Art in the Community Visual Art Show (at gallery space) and Sales
- Advocacy and champion of arts in the community and arts policy

### **Unique Traits**

Most local media in the region do not provide content on arts and culture, but through its own quarterly newspaper artists and patrons of the arts can grow an appreciation for local news on the subject. In addition, QAC's weekly column in a local newspaper provides a regular source of insight into community goings-on across the region.

The QAC also provides special funding to hire teachers to give special courses and workshops in art education at local schools as a means of connecting with young people interested in the arts. In addition, QAC also oversees an art-lending project to have works by local artists installed around area businesses. The works are on loan to each company but are also for sale, in the event that people that have viewed the art want to purchase it or in the event that the businesses wish to do so.

Because QAC is an umbrella organization representing several geographic areas, it can gain funding from different sources without over-burdening any individual municipality.



Demonstrating how an arts and cultural council's name can also be part of its branding, Antigonish Culture Alive's name is catchy and innovative but easy to understand.

Representing a convergence of various cultural backgrounds including Gaelic, First Nation, French and English, Antigonish Culture Alive (ACA) celebrates diversity in the arts and culture sector and provides a venue for interaction, information sharing and collaboration. While its website provides general information of various kinds, it also has a large member section, where coordination is facilitated.

### **Funding Model**

The ACA is primarily self-funded via local events that bring it revenue and grants. It also received a very small annual endowment from the municipality. It also charges a membership fee, but the fee allows members special perks including the ability to qualify for some ACA-specific exhibit events such as GoArt (an annual festival). Unlike some other Councils, membership is not restricted to local individuals. As such, artists or groups from other areas can also apply to become members. Member fees fit along a sliding scale, but the organization does not have any categories for patrons of the arts, unlike some other Councils.

### **Council Location and Governance**

The Council does not have a physical location, but rotates board meetings at different members' homes or uses the meeting rooms of other organizations or businesses. It also uses Skype during times of inclement weather.

The organization employs one part-time coordinator, with a very active board of directors. The Board is proactive in maintaining contact with former members for reasons of institutional memory and deference.

Different board members have specific responsibilities, such as grants, communications and youth art, in addition to typical governance roles such as chair, vice-chair and treasurer.

### **Programs and Services**

The ACA has a number of interesting programs and services, including:



- GoArts – An annual arts competition and exhibit series run in conjunction with the People's Place Library, where there is a gallery space
- Antigonight – A yearly festival where numerous businesses and galleries show off local art during the evenings
- National Youth Arts Week – Every May ACA coordinates a local contribution to this national event, which includes a youth art exhibit and various activities
- Workshops and information sessions – ACA organizes a number of workshops annually designed to help local artists or organizations, such as grant writing workshops and social media marketing. Members receive special reduced rates.
- Grants and Bursaries – ACA provides small grants to area artists and organizations, as well as bursaries to local high schools
- Online event listing and calendar – Anyone can provide notices about upcoming events for submission on the event listing and online calendar
- Searchable member directory – A useful listing of members, including profiles and filtering criteria is available to anyone.
- Special member section on website – The website contains a special section for members, which has numerous resources, message boards and coordination tools

### **Unique Traits**

The ACA is the only organization that collectively represents arts and culture in Antigonish. It has numerous unique traits that bear discussion.

The Antigonight festival, which is administered by ACA, is Nova Scotia's only participatory arts festival, designed to get community members engaged in art through hands on interaction and through engagement with local artists.

The website members' area is sophisticated and designed to facilitate capacity building for its users. The members' section platform is through a separate web company that specializes on back-end website add-ons called Wild Apricot.



## Resource Centres (Physical Space)

Best practice research for physical resource centres highlighted the following attributes:

- **Leading Physical Resource Centres ensures that their space(s) is well publicized and marketed toward the targeted users**
  - An unused or underused space may result in a perception that it is not useful. All appropriate users should be contacted directly in providing information about the resource.
- **Leading Resource Centres host various community events at their space**
  - Use the space for various community events so that members as well as the general public can become acclimatized to the space. Examples include components of festivals held on the premises, exhibits, theme parties and fundraising events.
- **Leading Resource Centres are present across multiple locations**
  - If possible consider the option of multiple locations to meet the needs of a larger geographic area. Different locations may have some components that others do not.
- **Leading Resource Centres differentiate membership and user fees**
  - Users often have diverse needs for a space. Some require only a place for monthly meetings, while others require more frequent use. Some require a larger working space, while others require just a small station.
- **Leading Resource Centres explore other revenue models**
  - Some resource centres use a portion of their space for additional revenue, such as café uses.
- **Leading Resource Centres hold membership to minimum volunteer or community engagement hours**
  - As a means of maintaining exposure to the broader community, some resource centres require their membership to contribute to the community in some way.



## Case Studies



The Tett Centre for Creativity and Learning is an arts and cultural resource centre and learning space operated in Kingston. The location is home to eight arts organizations, artists' studios, and a variety of rental spaces including rehearsal and multi-purpose studios and a community gallery.

Its mission is as follows:

*The Tett Centre for Creativity and Learning's mission is to foster creativity and learning in the arts by providing a unique opportunity for professional artists, students, area visitors, and the broader Kingston community to come together in a vibrant setting offering an exceptional range of creative activities designed to appeal to people of all ages and artistic abilities.*

*With the support of the City of Kingston Cultural Services, community sustainability, arts and culture, and in partnership with Queen's University and community members, we aim to engage the Kingston community in their artistic pursuits with emphasis on education, organization, heritage and culture.*

The Tett provides a resource centre for community members to use, including access to work space, shared resources, WIFI and a kitchenette.

### **Funding Model**

The Tett receives an endowment from the City of Kingston, which pays for a full-time coordinator and facility manager. Additional revenues are derived through space rental to users and for events. Revenue is also derived via grants, which constitute a large portion of its funding.

### **Location**

The space is provided to the Tett on agreement from the City of Kingston, but the Tett rents some of its space as artists' studios and numerous clubs. In addition workshops and programming are offered in a number of artistic fields including music, theatre, fine arts, geology, pottery and dance.



The Tett is housed in a converted mill that was built in the 19<sup>th</sup> Century, and which was modernized and upgraded via a partnership between the City of Kingston and Queen's University.

## Programs and Services

The key to the Tett is not so much that it directly organizes or creates programs or services. It provides space for people to do the artistic or cultural things they want to do, whether through an individually-designated work space or through a larger space that is occupied by a club or not-for-profit. Some of the Tett's features include:

- **The Malting Tower** – This space was formerly a malting tower, and has since been converted into a large event space available for rent for community or private functions. The Tett hosts numerous events in the space, some of which are fundraisers, such as its annual Halloween dance (children also have a separate dance in another location in the building on the same night!)
- **Summer camps** – Numerous summer camps occur on the premises devoted to different art forms
- **Café** – Beginning in summer of 2016, the Tett will open a café on its premise that opens onto a patio on the river-front.
- **Joe Chithalen Memorial Musical Instrument Lending Library** – Housed in the Tett is this resource of musical instruments of all sorts and from all over the world. From guitars to sitars to drums and percussion, after the one-time member-fee (10\$) patrons can rent any instrument on a monthly basis for free.
- **Kingston Handloom Weavers & Spinners** – Ever want to weave your own textiles or make your own thread? This club located at the Tett accepts members year-round who enjoy access to a large work space, looms and spinning wheels, and other resources. Courses are also offered.

## Unique Traits

When the Tett was first established it served as a focal area to create visibility to the arts community in Kingston. A previous art collective had occupied another location but it was overly introverted. When the landlord decided to oust the collective its isolation resulted in a lack of empathy from the general public. Each organization or artist that licences space in the Tett is compelled to provide a minimum of five hours community engagement or volunteering per month.





The Centre for Social Innovation (CSI) is located in Toronto and provides a physical space for members to make use of common resources, spaces and facilities for their project needs. The CSI defines itself as a “coworking space, community and Launchpad for people who are changing the world.”

### **Funding**

The CSI derives its funding from member fees, value-add fees, private funders, consulting revenue and grants. Specific funders have included Urbanspace Property Group, Harbinger Foundation, Ontario Trillium Foundation, Toronto Community Foundation, Heritage Canada and the Canadian Alternative Investment Cooperative.

### **Location**

The CSI has three locations spread across Toronto in order to meet the needs of different organizations across the large geographic area. All locations have space available for long-term use, such as cubical space, as well as common areas or meeting rooms that can be reserved for special events.

In addition to meeting rooms, each location also has capacity for larger events, such as workshops, performances or lectures.

### **Unique Traits**

The CSI offers a unique combination of available space and resources to be used by members, which are largely social enterprises. Not only do members benefit from specific physical resources and facilities on location, but they also benefit from the cross-pollination and potential for collaborative efforts offered by an environment where many organizations are members. Much like business incubators serve as a location for concentrated economic development and support in specific sectors, the CSI serves as an incubator for social innovation.

In addition, CSI's expert consulting is designed to be able to help organizations in any level of development plan for their future.



## Online Portals

Best practice research for online portals highlighted the following attributes:

- **Keep content up to date in member sections of websites**
  - As with outward-facing site content and functions, when member areas have dated content, they run the risk of people equating the site with being uninvolved, irrelevant or in disrepair. Even if a website is only maintained by a volunteer or team of volunteers, some minimum standards or benchmarks need to exist for content refreshment and maintenance to ensure the site is current.
- **Ensure only approved members have access to the members' areas**
  - The possible security and privacy complications of a website requires a means for controlling member access to different aspects of the website. When a new member is accepted to the site he or she must be easily admitted, and if a member resigns his or her membership (either as an individual or group), access to member areas must be revoked immediately.
- **Editing and admitting privileges should be controlled by only two people ever at the same time**
  - With too many people having access to controlling backend components of the portal, there is a risk that conflicting information is posted or responsibilities not be taken seriously by individuals. Only two people should ever have access to admitting privileges at once for the portal; typically the primary media supervisor or communications coordinator and the most senior executive or board member. Having two people with access provides a buffer in the event that one person is not available to update content or admit new members to the site or if one person leaves the organization.
- **Do not over-crowd member areas with resources that are not demanded by stakeholders**
  - An overly cluttered site may bring unnecessary confusion to users, in addition to running the risk of falling behind in terms of upkeep. All components and resources should be derived based on consultation with stakeholders and feedback channels, wherein users can make suggestions for future components or adjustments.
- **If a member fee structure exists, ensure online payment options exist to capture online sales opportunities**
  - If there is a cost associated with membership to an organization or access to specific online resources, users must have access to at least one method of online payment.



- **Volunteer administrators can be effective site administrators**
  - It is not entirely necessary that a pay position administers such a portal. Many organizations rely on one or two key volunteers to check and maintain the site on a weekly basis. If it is maintained weekly, most administrative duties can be performed within just a couple hours.
- **Form close cross-promotional relationships with related organizations**
  - Some stand-alone portals, such as Perth Arts Connect, form cross-promotional relationships with local governments and tourism offices so that people visiting either site can be referred to the other. Note: if the member section is on a Council website, the Council website would be the vehicle to connect to other external partner sites.



## Case Studies



Perth Arts Connect (PAC) self-identifies as a nexus for arts marketing across a region representing Perth County and the towns of St. Mary's and Stratford. While the town of Stratford is renowned for its theatre festival, other artistic, heritage and cultural assets are given exposure through PAC. The organization is most active online through its website (<http://www.perthartsconnect.ca/>) and social media channels. The PAC's stated mandate is, "Perth Arts Connect is a not-for-profit, member driven organization whose mission is to encourage, promote and support arts, culture and heritage, to enrich and enliven Perth County communities and to ensure that creativity and imagination remain a vital part of our social and economic life." PAC is an interesting case study because of its online portal, which serves as a hub for arts, culture and heritage growth, facilitation and engagement across the region.

### Value Proposition

The PAC serves as a point of convergence for arts, culture and heritage information that is useful to members (in terms of network development and access to workshops or events organized by PAC) and the community at large. The network offered by PAC brings value to membership by providing connections and partnership opportunities. Workshops are designed and hosted by PAC in partnership with regional experts, also bringing value to the organization. An initiative titled "Atrepreneurship" sought to provide local artists with business planning and management skills. There are no other arts and culture organizations operating at the scale that PAC does which increases the organization's perceived value.

### Growing Legitimacy

The PAC has done several things to help grow its legitimacy. First, access to a branding grant through the local Community Futures Development Corporation helped the organization establish a recognizable brand and online media strategy. That brand has increased legitimacy of the organization through greater visibility and an active and dynamic online presence.

Second, the networking opportunities offered by the online platform and membership directory increase its legitimacy because PAC is recognized as a broker and facilitator of relationship development. Because PAC members are able to find complimentary



artists, groups or possible collaborators, awareness of different offerings, expertise and opportunities across the region has grown.

Third, a strong presence and active role in coordinating activities/events during Culture Days has also aided in growing the organization's legitimacy. Culture Days is a national program in which many communities across Canada initiate public events centred on arts, culture and heritage every September. The PAC took a leadership role in organizing and promoting Culture Days activities across the region. The leadership role in Culture Days has grown its public visibility and also helped promote local events, thereby increasing its legitimacy within the broader community and its membership organizations that have events occurring during the festival.

Finally, members recognize that a regional approach to promoting and coordination holds specific benefits that may not as easily be attainable at a smaller scale. Because no other group offers such promotional and support services at as large a scale and across as many areas of arts, culture and heritage, PAC's legitimacy is enhanced due to the value it brings its members.

### **Engaging Stakeholders and Partnerships**

The PAC offers promotional support for artists, groups, organizations and community partners under the following categories:

- Visual arts
- Performing arts
- Music
- Literary arts
- Artisans
- Arts educators
- Heritage
- Heritage sites
- Heritage tours
- Events
- Culture days

The organization's website and Facebook page remain the primary means of promoting upcoming events and engaging with the general public regarding out-going messaging.

The PAC established strong collaborative relationships with local tourism organizations across the region to help promote arts, culture and heritage as tourism-related assets. Perth County Tourism directs online traffic to PAC, and PAC directs online traffic to Perth County Tourism. In some communities, arts councils and tourism organizations rival each other, whereas in Perth County, the two have struck upon a mutually supportive relationship, which has benefited both organizations and the community in general.



## **Organizational Sustainability**

The PAC is self-funded via membership and otherwise reliant on grants. It is currently administered entirely by volunteers. The organization indicated that ideally organizations such as PAC or arts councils should be funded and staffed by a municipality, either directly or through arms-length relationships. Most organizational administration is managed by a small core of regular volunteers, except for specific events, wherein a larger volunteer base is required, and upon which the organization relies on connections with local civil society organizations, groups or students for needed help at PAC events. The investment of time toward voluntary support has been recognized as an ongoing challenge by PAC that would be alleviated through access to funding that would support a part-time coordinator.

Membership fee structures:

- Active Members: Artist (\$25); Non-profit (\$50); For Profit (\$75)
- Non-active members: Individual (\$25); non-resident individual (\$40); Friends (\$100); Group supporter (\$250)

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

**By-law No. 2016-177**

**Being a by-law to enter into a Funding Agreement with  
Northern Ontario Heritage Fund Corporation (NOHFC) for the  
upgrading of electrical, lighting and event infrastructure in  
the downtown core of New Liskeard**

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

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

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

**And whereas** Council considered Memo No. 016-2016-CGP at the December 6, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a funding agreement with the Northern Ontario Heritage Fund Corporation (NOHFC) for the upgrading of electrical, lighting and event infrastructure in the downtown core of New Liskeard for consideration at the December 6, 2016 Regular Council meeting;

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

1. That the Mayor and Clerk be authorized to enter into a funding agreement with Northern Ontario Heritage Fund Corporation for upgrades to electrical, lighting and event infrastructure in the downtown core of New Liskeard in the amount of \$58,500, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Mayor and/or Clerk of the City of Temiskaming Shores are hereby authorized to execute amendments to this agreement after the passage of this by-law, where Council has requested and/or approved the said amendment through a Resolution of Council.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time and finally passed this 6<sup>th</sup> day of December, 2016.**

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Mayor – Carman Kidd

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Clerk – David B. Treen





Schedule "A" to

**By-law No. 2016-177**

Being a funding Agreement between

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

and

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

To permit electrical, lighting and event structure upgrades in  
the downtown core of New Liskeard

Project No. 8230017

**THE AGREEMENT** made in duplicate

**B E T W E E N:**

**NORTHERN ONTARIO HERITAGE FUND CORPORATION**

a corporation existing under the laws of Ontario

(“**NOHFC**”)

- and -

**CITY OF TEMISKAMING SHORES**

a municipal corporation under the laws of Ontario

(the “**Recipient**”)

**Background:**

NOHFC has among its objects the promotion and stimulation of economic initiatives in Northern Ontario.

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

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

**Consideration:**

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

**ARTICLE 1  
INTERPRETATION AND DEFINITIONS**

1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency shall be to Canadian dollars and currency;

- (e) “include”, “includes” and “including” shall not denote an exhaustive list; and
- (f) in the event of a conflict between the main body of the Agreement and any schedule, the main body of the Agreement governs unless the schedule states that the schedule or a provision or provisions of the schedule operate(s) despite the main body of the Agreement.

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

“**Agreement**” means this agreement entered into between NOHFC and the Recipient and includes all of the schedules listed in section 26.1.

“**BPSAA**” means the *Broader Public Sector Accountability Act, 2010* (Ontario), including any directives and/or guidelines issued pursuant to that Act.

“**Conflict of Interest**” has the meaning ascribed to it in section 7.2.

“**Effective Date**” is the date the Agreement is signed by NOHFC.

“**Eligible Project Costs**” means the costs paid by the Recipient for the purpose of carrying out the Project for which NOHFC may provide Funds and that are (a) incurred by the Recipient between May 20, 2016, and the expiry or termination of the Agreement; (b) in the sole opinion of NOHFC, reasonable and necessary for carrying out the Project; and (c) limited to the amounts and Project cost categories set out in the Project Costs Chart in Schedule “B”.

“**Event of Default**” has the meaning ascribed to it in section 14.1.

“**Excess Funds Amount**” means the excess, if any, of X – Y where  
“X” is the amount of Funds provided to the Recipient under the Agreement; and  
“Y” is the Project Percentage of the total Eligible Project Costs paid by the Recipient to complete the Project.

“**Funding Year**” means:

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

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

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

“**Maximum Funds**” means the maximum amount payable to the Recipient in respect of Eligible Project Costs under the Agreement, which is the lesser of: (i) the Project Percentage of the total Eligible Project Costs paid by the Recipient to complete the Project, and (ii) fifty-eight thousand five hundred dollars (\$58,500).

“**NOHFC Claim Schedule**” means the NOHFC claim schedule set out in Schedule “C”.

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

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

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

**“Project”** means the undertaking described in Schedule “A” and in the Project Plan in Schedule “C”.

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

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

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

**“Project Percentage”** means 48.75%.

**“Project Plan”** means the chart setting out milestones/activities and timelines for the Project in Schedule “C”.

**“Quarter”** or **“Quarters”** means one or more of the following four periods of time in NOHFC’s fiscal year: April 1 up to and including June 30, July 1 up to and including September 30, October 1 up to and including December 31, and January 1 up to and including March 31.

**“Reports”** means the financial and progress reports described in Schedule “E” and any other reports requested by NOHFC.

**“Request for Funds”** means the form set out in Schedule “D” of the Agreement.

**“Wind Down Costs”** means the Recipient’s reasonable costs to wind down the Project.

## **ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS**

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

- (a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project;
- (c) any information the Recipient provided to NOHFC contained in its application and in support of its application (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it, and shall continue to be true and complete for the term of the Agreement in every respect, except as set out to the contrary in the Agreement; and
- (d) no Conflict of Interest exists.

2.2 **Execution of Agreement.** The Recipient represents and warrants that:

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

2.3 **Governance.** The Recipient represents, warrants and covenants that it has, and shall maintain for the period during which the Agreement is in effect, by-laws or other legally necessary instruments to:

- (a) establish procedures to ensure the ongoing effective functioning of the Recipient;
- (b) establish decision-making mechanisms;
- (c) provide for the prudent and effective management of the Funds;
- (d) establish procedures to enable the successful completion of the Project;
- (e) establish procedures to enable the timely identification of risks to the completion of the Project and strategies to address the identified risks;
- (f) establish procedures to enable the preparation and delivery of all Reports required pursuant to Article 8; and
- (g) deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

2.4 **Supporting documentation.** Upon request, the Recipient shall provide NOHFC with proof of the matters referred to in this Article 2.

### **ARTICLE 3 TERM OF THE AGREEMENT, USE OF FUNDS AND PROJECT**

3.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall expire one year after the Project completion date set out by the Recipient in Schedule "C" (the "**Expiry Date**") unless terminated earlier pursuant to Article 13 or Article 14.

3.2 **Project and use of Funds.** The Recipient shall:

- (a) carry out the Project;
  - (i) in accordance with the terms and conditions of the Agreement; and
  - (ii) in compliance with all federal and provincial laws and regulations, all municipal by-laws, any other orders, rules and by-laws and industry standards related to any aspect of the Project;
- (b) at its own expense, obtain all permits, licences, approvals and authorizations required to complete the Project and satisfy the terms and conditions of the Agreement;

- (c) use the Funds only for the purpose of carrying out the Project; and
- (d) spend the Funds only in accordance with the Project Budget.

#### **ARTICLE 4 CHANGES**

**4.1 No changes.** The Recipient shall:

- (a) not make any changes to the Project and/or the Project Budget without the prior written consent of NOHFC, which consent may be conditional on recovery of the Funds provided to the Recipient, and
- (b) abide by the terms and conditions NOHFC may require in giving such consent.

**4.2 Notification.** The Recipient shall notify NOHFC promptly if it becomes aware of:

- (a) any actual or potential material changes to the Project and/or Project Budget, and
- (b) any event that may affect the Recipient's ability to complete the Project in accordance with the Agreement.

#### **ARTICLE 5 FUNDS, PAYMENT AND CARRYING OUT THE PROJECT**

**5.1 Obligation to fund.**

- (a) Subject to the terms and conditions of the Agreement, NOHFC shall reimburse the Recipient for Eligible Project Costs paid by the Recipient up to the amount of the Maximum Funds.
- (b) NOHFC is not responsible for any cost overruns related to the Project. The Recipient shall provide its own funds or funds from other sources for all Eligible Project Costs not reimbursed by NOHFC in the Project Costs Chart and all Ineligible Project Costs. The Recipient is responsible for all costs that exceed the Eligible Project Costs set out in the Project Costs Chart.

**5.2 Payment of Funds.**

- (a) Subject to the terms and conditions of the Agreement, NOHFC shall:
  - (i) provide the Funds to the Recipient in accordance with the NOHFC Claim Schedule;
  - (ii) issue a cheque in the Recipient's name or deposit the Funds electronically into an account designated by the Recipient in writing, provided that the account resides at a Canadian financial institution and is in the name of the Recipient.
- (b) To initiate reimbursement of Eligible Project Costs by NOHFC, the Recipient shall submit the following to NOHFC:

- (i) a completed Request for Funds; and
- (ii) copies of all invoices or such other evidence satisfactory to NOHFC or its agents, in their sole discretion, of costs incurred relating to the Eligible Project Costs claimed in the submitted Request for Funds and copies of cancelled cheques and/or such other evidence satisfactory to NOHFC or its agents, in their sole discretion, of payment of the Eligible Project Costs claimed.

**5.3. Limitations on funding.**

- (a) If the total Eligible Project Costs paid by the Recipient are less than the estimated Eligible Project Costs set out in the Project Costs Chart, NOHFC may, in its sole discretion:
  - (i) vary the amount of Eligible Project Costs that it reimburses; and
  - (ii) where applicable, demand the repayment of the Excess Funds Amount, whereupon the amount demanded by NOHFC shall immediately become due and payable.
- (b) Following receipt of the items specified in section 5.2(b), in each Quarter, NOHFC agrees to pay to the Recipient an amount equal to the Project Percentage of Eligible Project Costs claimed in each request for Funds up to the amount payable for each Quarter set out in the NOHFC Claim Schedule.
- (c) In the event the Recipient:
  - (i) wishes to amend the NOHFC Claim Schedule by an amount equal to or greater than \$100,000.00;
  - (ii) wishes to transfer amounts between cost categories in the Project Costs Chart; and/or
  - (iii) does not claim reimbursement of any Eligible Project Costs by NOHFC in any Quarter where the amount of the NOHFC Claim for that Quarter as set out in the NOHFC Claim Schedule exceeds \$100,000.00,

the Recipient shall complete the appropriate section(s) of the Change Request Form as set out in Schedule "F" and submit it to NOHFC. NOHFC may approve or reject all or part of any such change request in its sole discretion. In the event NOHFC signs a Change Request Form, this Agreement shall be amended accordingly.

- (d) NOHFC shall hold back 10% of \$58,500, to be released only after all of the following have occurred:
  - (i) completion of the Project in accordance with the Agreement;
  - (ii) receipt by NOHFC of all Reports required under the Agreement; and
  - (iii) receipt by NOHFC of the final Request for Funds for the Project.

- (e) The Recipient shall not use the Funds for any Eligible Project Costs for which the Recipient is in receipt of funds from other sources. The Recipient shall promptly notify NOHFC if any other funds are received for the Project from sources other than those set out in the Project Funding Chart or in amounts from the sources set out in the Project Funding Chart that are greater than the amounts set out in the Project Funding Chart. If the Recipient receives funds for the Project from sources that are not listed in the Project Funding Chart or in amounts from the sources set out in the Project Funding Chart that are greater than the amounts set out in the Project Funding Chart, in its sole discretion, NOHFC may reduce the amount of the Funds it provides to the Recipient by, or demand the repayment of, an amount equal to the additional funds, whereupon the amount demanded by NOHFC shall immediately become due and payable, to ensure that there is no duplication of funding for the Project.
- (f) NOHFC may, in its sole discretion, provide Funds to the Recipient in advance of the Recipient incurring Eligible Project Costs. If NOHFC provides Funds to the Recipient in advance, NOHFC will not make any further payments of Funds until the Recipient has submitted, in respect of the Recipient's spending of such advance on Eligible Project Costs, evidence satisfactory to NOHFC that the Funds advanced have been spent solely on Eligible Project Costs.
- (g) The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the net costs to the Recipient, net of any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

5.4. **Conditions of funding.** NOHFC's obligation to provide Funds to the Recipient is subject to fulfillment of the following conditions precedent to NOHFC's satisfaction:

- (a) the Recipient shall have provided the insurance certificate(s) or other documents provided for in Article 12;
- (b) the Recipient shall have provided written evidence satisfactory to NOHFC that the funds from other sources set out in the Project Funding Chart necessary to complete the Project have been committed;
- (c) NOHFC shall have received and been satisfied with the information provided by the Recipient pursuant to Article 8.0. If NOHFC is not satisfied with such information, it may adjust the amount of Funds it provides to the Recipient in any Quarter;
- (d) NOHFC shall have received and been satisfied with any information it may reasonably require to conduct a due diligence review of the Recipient and the Project, including without limitation:
  - (i) resolutions of the relevant municipal or band councils or not-for-profit boards of directors or local services board by-laws or other documentation, as applicable, in form and substance satisfactory to NOHFC, confirming support for the Project, and
  - (ii) if Recipient consists of more than one legal entity or organization, a list of Project-related or similar funding received by all such entities and



organizations within the preceding five (5) years, and

- (e) NOHFC shall have received a completed electronic funds transfer information form which will enable NOHFC to deposit the Funds into the Recipient's designated bank account by way of electronic funds transfer.

## ARTICLE 6

### ACQUISITION OF GOODS AND SERVICES; DISPOSAL OF ASSETS AND OWNERSHIP OF BUILDINGS AND FACILITIES; TRAVEL, MEAL AND ACCOMMODATION COSTS

- 6.1 **Acquisition.** If the Recipient acquires supplies, equipment or services with the Funds it shall do so through a process that promotes the best value for money. If the Recipient is selecting third-party contractors from which to acquire supplies, equipment or services for the Project for an amount greater than twenty-five thousand dollars (\$25,000.00) a competitive process must be used, including a written request for at least three proposals, written evaluation of bids received and a written agreement with the successful contractor. NOHFC may, at its sole discretion, consent in writing to a non-competitive procurement over \$25,000 if details of urgency, special expertise, confidentiality, savings or other circumstances warrant it.
- 6.2 **Disposal of assets.** The Recipient shall not, during the term of the Agreement and for three years after the expiry or termination of the Agreement, without NOHFC's prior written consent, sell, lease or otherwise dispose of any assets purchased with the Funds or for which Funds were provided, the cost of which exceeded \$10,000.00 at the time of purchase. This obligation shall survive the expiry or termination of the Agreement.
- 6.3 **Buildings and Facilities.** Unless NOHFC otherwise agrees in writing, Recipient shall own or lease all buildings or facilities purchased, constructed or improved with the Funds for a period of time no shorter than the life of any capital improvement made to the buildings or facilities, which period of time shall, for further clarification, at a minimum last for three years after the expiry or termination of the Agreement. This obligation shall survive the expiry or termination of the Agreement.
- 6.4 **Travel, meal and accommodation costs.** All travel, meal and accommodation costs associated with the Project shall comply with the requirements of the Ontario Public Service *Travel, Meal and Hospitality Expenses Directive*, a copy of which may be found online at: <https://www.ontario.ca/document/travel-meal-and-hospitality-expenses-directive>.

## ARTICLE 7

### CONFLICT OF INTEREST

- 7.1 **No Conflict of Interest.** The Recipient shall carry out the Project and use the Funds in a manner that avoids any Conflict of Interest.
- 7.2 **Conflict of interest includes.** For the purposes of this Agreement, a "Conflict of Interest" includes:
  - (a) in relation to the process of applying for Funds, any circumstance where the Recipient has or could be perceived to have an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage over other applicants; and
  - (b) in relation to the performance of its obligations under the Agreement, any

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

**7.3 Disclosure to NOHFC.** The Recipient shall:

- (a) disclose to NOHFC without delay any circumstances that a reasonable person would interpret as being a Conflict of Interest; and
- (b) comply with any terms and conditions that NOHFC may reasonably prescribe as a result of the disclosure.

**ARTICLE 8  
REPORTING, ACCOUNTING AND REVIEW**

**8.1 Preparation and submission.** The Recipient shall:

- (a) submit to NOHFC at the address provided in section 18.1, all Reports using the appropriate form of report set out in Schedule "E" in accordance with the timelines and content requirements set out in the Reports Schedule in Schedule "E", or in a form as specified by NOHFC from time to time;
- (b) submit to NOHFC at the address provided in section 18.1, any other Reports requested by NOHFC in accordance with the timelines and content requirements specified by NOHFC;
- (c) ensure that all Reports are completed to the satisfaction of NOHFC; and
- (d) ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer.

**8.2 Record maintenance.** The Recipient shall keep and maintain for a period of seven years after the expiry or termination of the Agreement:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

**8.3 Inspection.** NOHFC, its authorized representatives or an independent auditor identified by NOHFC may, at its own expense, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's expenditure of the Funds, and for these purposes NOHFC, its authorized representatives or an independent auditor identified by NOHFC, may:

- (a) inspect and copy the records and documents referred to in section 8.2; and
- (b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or Project.

- 8.4 **Disclosure.** To assist in respect of the rights set out in section 8.3, the Recipient shall disclose any information reasonably requested by NOHFC, its authorized representatives or an independent auditor identified by NOHFC, and shall do so in a form reasonably requested by NOHFC, its authorized representatives or an independent auditor identified by NOHFC, as the case may be.
- 8.5 **No control of Records.** No provision of the Agreement shall be construed so as to give NOHFC any control whatsoever over the Recipient's records.
- 8.6 **Auditor General.** For greater certainty, NOHFC's rights under this Article are in addition to any rights provided to the Auditor General pursuant to the *Auditor General Act* (Ontario).
- 8.7 **Audit report.** If NOHFC or the Auditor General believes that there are inaccuracies in, or inconsistencies between, any Request for Funds submitted to NOHFC and the Recipient's financial records and books of account, NOHFC or the Auditor General may request and the Recipient must provide at its own expense an audit report from a public accountant licensed under the laws of Ontario. The audit report must be satisfactory to NOHFC in form and content and address:
- (a) Funds received to date;
  - (b) Eligible Project Costs incurred by the Recipient to date;
  - (c) whether the Eligible Project Costs were incurred in accordance with the Project and the Agreement; and
  - (d) any other financial information pertaining to the Agreement as may be reasonably specified in the request.

## ARTICLE 9 CREDIT

- 9.1 **Acknowledge support.** Unless otherwise directed by NOHFC, the Recipient shall, in a form approved by NOHFC, acknowledge the support of NOHFC in any publication of any kind, written or oral, relating to the Project.
- 9.2 **Publication.** If the Recipient publishes any material of any kind, written or oral, relating to the Project, the Recipient shall indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect those of NOHFC or the government of Ontario.
- 9.3 **Signage.** At NOHFC's request, the Recipient shall install and maintain in good condition one or more signs or plaques supplied by NOHFC to acknowledge NOHFC's support for the Project in conspicuous and visually unobstructed locations near the Project as approved by NOHFC.

**ARTICLE 10  
FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY**

- 10.1 **FIPPA.** The Recipient acknowledges that NOHFC is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario), as amended from time to time, and that any information provided to NOHFC in connection with the Project or otherwise in connection with the Agreement is subject to disclosure in accordance with that Act.

**ARTICLE 11  
INDEMNITY**

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

**ARTICLE 12  
INSURANCE**

- 12.1 **Recipient's insurance.** The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy shall include the following:
- (i) Northern Ontario Heritage Fund Corporation and each of its directors, officers, agents, advisors, and representatives as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
  - (ii) a cross-liability clause;
  - (iii) contractual liability coverage; and
  - (iv) a thirty (30) day written notice of cancellation.
- 12.2 **Proof of insurance.** The Recipient shall provide NOHFC with certificates of insurance, or other proof as may be requested by NOHFC, that confirms the insurance coverage as provided for in section 12.1. Upon the request of NOHFC, the Recipient shall make available to NOHFC a copy of each insurance policy.
- 12.3 **Compliance with Recipient's insurance.** The Recipient shall comply with all provisions and requirements of any of the Recipient's insurance policies applicable to the Project.
- 12.4 **Third party insurance.** The Recipient shall ensure that any third party sources of funds for

the Project and subcontractors retained to perform any part or parts of the Project shall have adequate insurance in place that is appropriate to the Project risks and to the third party.

### **ARTICLE 13 TERMINATION ON NOTICE**

- 13.1 **Termination on Notice.** NOHFC may terminate the Agreement at any time upon giving at least 30 days' Notice to the Recipient.
- 13.2 **Consequences of Termination.** If NOHFC terminates the Agreement pursuant to section 13.1, NOHFC:
- (a) shall have no further obligation to make any payment of Funds;
  - (b) may demand the repayment of any Funds remaining in the possession or under the control of the Recipient, whereupon the amount demanded by NOHFC shall immediately become due and payable; and
  - (c) may determine the Recipient's reasonable Wind Down Costs, and either:
    - (i) permit the Recipient to offset the Wind Down Costs against the amount owing pursuant to subsection 13.2(b); and/or
    - (ii) subject to section 5.3(g) provide Funds to the Recipient to cover the Wind Down Costs.

### **ARTICLE 14 EVENT OF DEFAULT AND CORRECTIVE ACTION**

- 14.1 **Events of Default.** Each of the following events shall constitute an "Event of Default":
- (a) if in the opinion of NOHFC, the Recipient has knowingly provided false or misleading information regarding its request for funding or in any communication with NOHFC;
  - (b) if any representation or warranty provided to NOHFC (herein or otherwise) by the Recipient is incorrect in any material respect on the date on which such representation or warranty was made;
  - (c) if in the opinion of NOHFC, the Recipient breaches any term or condition of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement without the prior written consent of NOHFC:
    - (i) carry out the Project;
    - (ii) complete the milestones set out in the Project Plan in accordance with the timing set out in the Project Plan;
    - (iii) use or spend Funds; and/or
    - (iv) provide Reports;

- (d) the nature of the Recipient's operations or its corporate status changes so that it no longer meets one or more of the applicable eligibility requirements of the program under which NOHFC provides the Funds;
- (e) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
- (f) if any bankruptcy, reorganization, arrangement or insolvency proceedings for relief under any bankruptcy or similar laws for the relief of debtors are instituted against the Recipient or is consented to by the Recipient, or, if contested by the Recipient, is not dismissed within 30 days;
- (g) the Recipient ceases to operate; or
- (h) a Conflict of Interest that cannot be resolved to NOHFC's satisfaction, acting reasonably.

14.2 **Corrective action.** If an Event of Default occurs, NOHFC may, at any time, take one or more of the following actions:

- (a) initiate any action NOHFC considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) suspend the payment of Funds for such period as NOHFC determines appropriate;
- (c) reduce the amount of the Funds;
- (d) cancel all further payment of Funds;
- (e) demand the repayment of any Funds remaining in the possession or under the control of the Recipient, whereupon the amount demanded by NOHFC shall immediately become due and payable;
- (f) demand the repayment of an amount equal to any Funds the Recipient used for purposes not agreed upon by NOHFC, whereupon the amount demanded by NOHFC shall immediately become due and payable;
- (g) demand the repayment of an amount equal to any Funds NOHFC provided to the Recipient, whereupon the amount demanded by NOHFC shall immediately become due and payable;
- (h) terminate the Agreement immediately upon giving Notice to the Recipient; and/or
- (i) exercise any other rights or remedies available to NOHFC under this Agreement or applicable law.

14.3 **Opportunity to remedy.** In addition to its rights provided for in section 14.2, NOHFC may provide the Recipient an opportunity to remedy the Event of Default by providing Notice to the Recipient:

- (a) of the particulars of the Event of Default; and
- (b) of the period of time within which the Recipient is required to remedy the Event of Default.

14.4 **Recipient not remedying.** If NOHFC has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.3 and:

- (a) the Recipient does not remedy the Event of Default within the time period specified in the Notice;
- (b) NOHFC determines in its sole discretion that the Recipient cannot completely remedy the Event of Default within the time period specified in the Notice or such further period of time as NOHFC considers reasonable; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to NOHFC,

NOHFC may initiate any one or more of the actions provided for in sections 14.2 (a), (d), (e), (f), (g), (h) and (i).

14.5 **Termination date.** The effective date of any termination under this Article shall be the last day of the Notice period, the last day of any subsequent Notice period or immediately, whichever applies.

## **ARTICLE 15 PAYMENT BY NOHFC OF AMOUNTS OWING BY RECIPIENT**

15.1 **Amounts owing by Recipient and subcontractors.** The Recipient covenants and agrees to pay when due, and to ensure that any of its subcontractors pays when due, all amounts required to be paid by it/its subcontractors to complete the Project in accordance with the Agreement.

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

## **ARTICLE 16 COMPLIANCE WITH AGREEMENT AND LAWS**

16.1 **Compliance with Agreement.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, contractors, subcontractors and volunteers are bound to observe the provisions of the Agreement. In all contracts relating to the Project, the Recipient shall include terms and conditions similar to and not less favourable

to NOHFC than the terms and conditions of the Agreement to the extent that they are applicable to the subject of the contract.

- 16.2 **Compliance with Laws.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, contractors, subcontractors and volunteers if any, at all times to comply with any and all applicable federal, provincial and municipal laws, ordinances, statutes, rules regulations and orders. The Recipient shall obtain, at its own expense, all permits from public authorities which may be required in connection with the performance of this Agreement.

## ARTICLE 17 REPAYMENT AND SET OFF

- 17.1 **Debt due.** If the Recipient owes any monies, including any Funds, to NOHFC, whether or not their return or repayment has been demanded by NOHFC, such monies shall be deemed to be a debt due and owing to NOHFC by the Recipient, and the Recipient shall pay or return the amount to NOHFC immediately unless NOHFC directs otherwise.
- 17.2 **Interest rate.** NOHFC may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 17.3 **Set off.** If the Recipient is indebted to NOHFC under this or any other agreement between them, NOHFC shall have the right to set off the amount of such indebtedness against the amount of Funds owing to the Recipient under this Agreement and to reduce the total amount of Funds payable to the Recipient by such amount.
- 17.4 **Cheque payable to.** The Recipient shall pay any monies owing to NOHFC by cheque payable to the "Northern Ontario Heritage Fund Corporation" and mailed to NOHFC at the address provided in section 18.1.

## ARTICLE 18 NOTICE

- 18.1 **Notice in writing and addressed.** Notice shall be in writing and shall be delivered by postage-prepaid mail, personal delivery or facsimile, and shall be addressed to NOHFC and the Recipient respectively, as set out below:

**To NOHFC:**

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

**Attention:** Executive Director

Fax: 705-945-6701

**To the Recipient:**

City of Temiskaming Shores  
325 Farr Drive  
Haileybury, ON P0J 1K0

**Attention:** James Franks, Economic  
Development Officer

Fax: 705-672-3200



18.2 **Notice.** Notice shall be deemed to have been received:

- (a) in the case of postage-prepaid mail, seven business days after such Notice is mailed;
- (b) in the case of personal delivery, on the date such Notice is delivered to the other Party;  
or
- (c) in the case of facsimile, one business day after such Notice is transmitted by the other Party.

18.3 **Postal disruption.** Despite subsection 18.2(a), following the occurrence and during the continuation of a postal disruption,

- (a) Notice by postage-prepaid mail shall not be deemed to be received; and
- (b) the Party giving Notice shall provide Notice by personal delivery or by facsimile.

#### **ARTICLE 19 SEVERABILITY OF PROVISIONS**

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

#### **ARTICLE 20 WAIVER**

20.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

#### **ARTICLE 21 INDEPENDENT PARTIES**

21.1 **Parties independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of NOHFC or any Indemnified Party and the Recipient shall not take any actions that could establish or imply such a relationship.

#### **ARTICLE 22 ASSIGNMENT OF AGREEMENT OR FUNDS**

22.1 **No assignment.** The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of NOHFC which NOHFC may, in its sole discretion, provide or withhold.

22.2 **Enurement.** The Agreement shall enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

**ARTICLE 23  
GOVERNING LAW**

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

**ARTICLE 24  
FURTHER ASSURANCES**

- 24.1 **Agreement into effect.** The Parties shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to its full extent.

**ARTICLE 25  
SURVIVAL**

- 25.1 **Survival.** The provisions in Article 1; section 3.2; section 5.1; section 5.2; sections 5.3(a), (d), (e) and (g); Article 8; Article 9; Article 10; Article 11; sections 14.1, 14.2(e), (f), (g) and (i); Article 15; Article 16; Article 17; Article 18; Article 21; Article 23; Article 24; Article 25; Article 26; Schedule "A", Schedule "B" and Schedule "C" shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

**ARTICLE 26  
SCHEDULES**

- 26.1 **Schedules.** The Agreement includes the following schedules:

- (a) Schedule A - Project Description;
- (b) Schedule B – Project Budget;
- (c) Schedule C – Project Plan and NOHFC Claim Schedule;
- (d) Schedule D – Request for Funds;
- (e) Schedule E - Reports; and
- (f) Schedule F – Change Request Form.

**ARTICLE 27  
ENTIRE AGREEMENT AND MODIFICATION OF AGREEMENT**

- 27.1 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.
- 27.2 **Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties. If the Recipient wishes to amend the Agreement, including to extend the term of the Agreement, the Recipient will complete the appropriate sections of the Change Request Form as set out in Schedule "F" and submit it to NOHFC no later than 30

(thirty) days prior to the Expiry Date. NOHFC is under no obligation to consider Change Request Forms submitted after this date. NOHFC may approve or reject all or part of any such change request in its sole discretion and may require the Recipient to enter into a separate amending agreement. In the event NOHFC signs a Change Request Form, this Agreement will be amended accordingly.

## **ARTICLE 28 BPSAA**

- 28.1 **BPSAA.** For the purposes of clarity, if the Recipient is subject to the BPSAA and in the event that there is a conflict between any of the requirements of the Agreement and the requirements of the BPSAA, the BPSAA shall prevail.

## **ARTICLE 29 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

- 29.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with NOHFC;
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

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

## **ARTICLE 30 SIGNATURE**

- 30.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 30.2 **Execution by Facsimile, TIFF, PDF.** Delivery of an executed copy of a signature page to this Agreement by facsimile transmission or transmitted electronically in either a Tagged Image Format File ("TIFF") or Portable Document Format ("PDF") shall be effective as delivery of a manually executed copy of this Agreement and each Party hereto undertakes to provide each other Party hereto with a copy of the Agreement bearing original signatures forthwith upon demand.

## **ARTICLE 31 TIME IS OF THE ESSENCE**

- 31.1 **Time is of the essence.** Time is of the essence in the performance of obligations under the Agreement.

[Signature page follows]

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

**NORTHERN ONTARIO HERITAGE FUND  
CORPORATION**

\_\_\_\_\_  
Bruce Strapp  
Executive Director

\_\_\_\_\_  
Date

**CITY OF TEMISKAMING SHORES**

\_\_\_\_\_  
Name:  
Position:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Position:

\_\_\_\_\_  
Date

I/We have authority to bind the Recipient.

## **SCHEDULE "A"**

### ***PROJECT DESCRIPTION***

#### **1. Project summary**

The Recipient will upgrade electrical, lighting and event infrastructure in the downtown core of New Liskeard, including:

- electrical upgrades to power larger events, including heating in temporary kiosks, temporary cooking facilities in kiosks, and concerts
- lighting upgrades to provide better lighting in the downtown area
- installation of new planter boxes, self-watering hanging baskets, benches, bike racks, garbage receptacles
- creation of an outdoor patio space
- purchase of 2 new kiosks and insulation of some existing kiosks to make them usable year-round

#### **2. Project purpose**

To improve facilities for existing events and enable expansion and introduction of new community events, leading to tourism growth.

#### **3. Project location**

New Liskeard, ON.

**SCHEDULE "B"**

**PROJECT BUDGET**

**1. Project Costs Chart**

<i>Project cost category</i>	<i>Eligible Project Costs</i>	<i>Ineligible Project Costs</i>	<i>Total cost</i>
Electrical upgrades	\$60,000	\$0	\$60,000
Lighting upgrades	10,000	0	10,000
Event infrastructure	50,000	0	50,000
<b>TOTAL</b>	<b>\$120,000</b>	<b>\$0</b>	<b>\$120,000</b>

**2. Project Funding Chart**

<i>Funding sources</i>	<i>Financing type</i>	<i>Project cost category</i>	<i>Eligible Project Costs</i>	<i>Ineligible Project Costs</i>	<i>Total funding</i>
NOHFC	Conditional contribution	Eligible Project Costs	\$58,500	\$0	\$58,500
Recipient	Cash	All	12,000	0	12,000
ARTEM/FedNor	Cash	All	49,500	0	49,500
<b>TOTAL</b>			<b>\$120,000</b>	<b>\$0</b>	<b>\$120,000</b>
<b>NOHFC % of total Eligible Project Costs</b>			<b>48.75%</b>		

**SCHEDULE "C"**

**PROJECT PLAN AND NOHFC CLAIM SCHEDULE**

(To be completed by the Recipient)

**1. Project Plan**

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

**2. NOHFC Claim Schedule**

	<b>Funding Year 1 (ending Mar 31/2017)</b>				<b>Funding Year 2 (ending Mar 31/2018)</b>				<b>Total</b>
	<b>Apr 1- Jun 30</b>	<b>Jul 1- Sep 30</b>	<b>Oct 1- Dec 31</b>	<b>Jan 1- Mar 31</b>	<b>Apr 1- Jun 30</b>	<b>Jul 1- Sep 30</b>	<b>Oct 1- Dec 31</b>	<b>Jan 1- Mar 31</b>	
Eligible Project Costs									
NOHFC claim									

**3. Project completion date:** \_\_\_\_\_

**SCHEDULE "D"**

**REQUEST FOR FUNDS FORM**

**Claim Number:**

**1. Project Progress**

<b>Project milestones</b>	<b>% Complete</b>	<b>Comments</b>
<b>TOTAL</b>		

**2. Is this the Recipient's final request for Funds for the Project?**

- No
- Yes

**3. Request for Funds (Current Claim)**

NOHFC Funds are disbursed on a reimbursement basis. To initiate reimbursement of Eligible Project Costs by NOHFC, the Recipient shall complete the request for Funds form and submit it to NOHFC along with the following:

- (a) a copy of all invoices, or such other evidence satisfactory to NOHFC or its agents, in their sole discretion, of costs incurred itemized in the *Detailed Listing of Transactions* table in section 5 of this form relating to all Eligible Projects Costs claimed in this request for Funds; and
- (b) evidence of payment itemized in the *Detailed Listing of Transactions* table in section 5 of this form relating to all Eligible Project Costs claimed in this request for Funds (cancelled cheques and/or other such evidence satisfactory to NOHFC or its agents, in their sole discretion).

*(Request for Funds Form continued on following pages. Please fill out all pages.)*



**SCHEDULE "D" (CONT'D)**  
**REQUEST FOR FUNDS FORM**

**4. Eligible Project Costs - Claim status**

Please complete this table below in conjunction with the tables in section 5 of this form. Only the subtotals from the tables completed in section 5 should be identified in the "Total Eligible Project Costs this request" column of the table below.

<b>Eligible Project Cost category</b>	<b>Total Eligible Project Cost amount</b>	<b>Total Eligible Project Costs of all claims submitted to date (not including this request)</b>	<b>Eligible Project Costs this request</b>	<b>Balance of Eligible Project Costs remaining (after this request)</b>	<b>Table no. if applicable (from section 5 of this form)</b>
Electrical upgrades	\$60,000				
Lighting upgrades	10,000				
Event infrastructure	50,000				
<b>TOTAL</b>	<b>\$120,000</b>				
<b>NOHFC Funds (48.75%)</b>	<b>\$58,500</b>				

**CALCULATION OF PAYMENT REQUEST**

**First Payment Request only:** \_\_\_\_\_ (50% of Maximum Funds) (B)

**Final Payment Request only:**

**Total actual Eligible Project Costs** \_\_\_\_\_

**NOHFC % x total actual Eligible Project Costs or maximum NOHFC funding, whichever is less** \_\_\_\_\_ (A)

**Less First Payment Request (if applicable)** \_\_\_\_\_ (B)

**Balance due** \_\_\_\_\_ (C)

**(A) – (B) = (C)**

*(Request for Funds Form continued on following pages. Please fill out all pages.)*

**SCHEDULE "D" (CONT'D)**

**REQUEST FOR FUNDS FORM**

**5. Detailed Listing of Transactions for each Eligible Project Cost category**

Please complete one table for each of the Eligible Project Cost categories (in section 4 of this form) for which a claim is currently being made.

**Table 1:** <Eligible Project Cost category: \_\_\_\_\_ >

Item no.	Date of Invoice	Name of Supplier	Description of Item or Service Purchased	Invoice Number	Amount (net of all rebate(s), credit(s), or refund(s), where applicable)	Payment Reference (Cheque No.)
1						
2						
3						
				<b>Subtotal</b>		

**Table 2:** <Eligible Project Cost category: \_\_\_\_\_ >

Item no.	Date of Invoice	Name of Supplier	Description of Item or Service Purchased	Invoice Number	Amount (net of all rebate(s), credit(s), or refund(s), where applicable)	Payment Reference (Cheque No.)
1						
2						
3						
				<b>Subtotal</b>		

*(Request for Funds Form continued on following pages. Please fill out all pages.)*

**SCHEDULE "D" (CONT'D)**  
**REQUEST FOR FUNDS FORM**

**6. Certification**

Must be completed for all requests for Funds.

On behalf of the Recipient, I certify that:

1. the costs for which reimbursement is requested in line (A) above have been incurred and actually paid for by the Recipient;
2. the costs being claimed in this form are all Eligible Project Costs only (as that term is defined in the Agreement);
3. if the costs being claimed in this form are for supplies, equipment or services, the Recipient has acquired such supplies, equipment or services through a process that promotes the best value for money;
4. the representations and warranties set forth in the Agreement are true and correct in all material respects on the date set out below;
5. no Event of Default has occurred as of the date set out below; and
6. all of the Recipient's obligations to date, as set out in the Agreement, have been satisfied.

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

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

Name of signatory: \_\_\_\_\_

Title: \_\_\_\_\_

I/We have authority to bind the Recipient.

**SCHEDULE "E"**

**REPORTS**

**REPORTS SCHEDULE**

<b>Name of Report</b>	<b>Due Date(s)</b>	<b>Format and content requirements</b>
Final Report	Attached to final Request for Funds completed and submitted to NOHFC	Form of Final Report in Schedule "E"

**SCHEDULE "E"**

**REPORTS**

**FORM OF FINAL REPORT**

1. **Project Completion:** Have the milestones/activities as set out in this Agreement been completed? If so, please provide a detailed explanation of what they are and how they have been completed. If not, please provide a detailed explanation why and how this affected the overall Project.
  
2. **Financial information:** Have expenditures been in accordance with the Project Budget, the Project Plan and the NOHFC Claim Schedule? If so, please set out what the expected Eligible and Ineligible Project Costs were and compare them with the total actual Eligible and Ineligible Project Costs in a financial summary. If not, please provide the information requested above together with an explanation of why the expenditures did not match the expected Eligible and Ineligible Project Costs and how this affected the Project.
  
3. **Other performance measures:** Have the objectives of the Project as set out in this Agreement been achieved? Please describe the economic activity that has resulted in a benefit to Northern Ontario (i.e., actual number of jobs created / sustained, anticipated long-term impacts). If the Project objectives were not achieved, please explain.

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

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

Name of signatory: \_\_\_\_\_

Title: \_\_\_\_\_

I/We have authority to bind the Recipient.

**SCHEDULE "F"**

**CHANGE REQUEST FORM**

**Please complete all appropriate sections (to be completed by Recipient)**

1.  **Amendment to NOHFC Claim Schedule**  
 (For a requested amendment of \$100,000.00 or more in any Quarter)

Indicate previous NOHFC Claim Schedule and the requested amended NOHFC Claim Schedule. Insert additional years, if required and provide the reasons for the requested amendment in the box below.

	<b>Funding Year 1 (ending Mar 31/2017)</b>				
	<i>Apr 1- Jun 30</i>	<i>Jul 1- Sep 30</i>	<i>Oct 1- Dec 31</i>	<i>Jan 1- Mar 31</i>	<b>Total</b>
Previous					
New					

	<b>Funding Year 2 (ending Mar 31/2018)</b>				
	<i>Apr 1- Jun 30</i>	<i>Jul 1- Sep 30</i>	<i>Oct 1- Dec 31</i>	<i>Jan 1- Mar 31</i>	<b>Total</b>
Previous					
New					

Reasons for requested amendment to NOHFC Claim Schedule:

2.  **Changes in Project Plan**  
 (Complete where the Project milestones or their timing changes)

Indicate previous Project milestones and timing, the requested amended milestones and/or timing and reasons for the requested amendment in the box below.

<b>Project milestones</b>		<b>Timing</b>			
		<b>Start (month/ year)</b>		<b>End (month/ year)</b>	
Previous	New	Previous	New	Previous	New

*(Change Request Form continued on following page – please fill out all pages)*

**SCHEDULE "F" (CONT'D)**

**CHANGE REQUEST FORM**

Reasons for requested amendment to the Project Plan:

**3.  Amendment to Project completion date**

*(Complete where an amendment to the Project completion date is requested.)*

Indicate the previous Project completion date, the requested Project completion date and provide reasons for the requested amendment in the box below.

Current Project completion date: \_\_\_\_\_

Requested Project completion date: \_\_\_\_\_

Reasons for requested amendment to the Project completion date:

**4.  Transfer of costs between Project Cost Categories**

Indicate the requested transfer of amounts between cost categories set out in the Project Costs Chart (or in most recent Change Request Form agreed to by NOHFC) and provide reasons for the requested amendment in the box below.

<b>Project Cost Category</b>	<b>Total Project Costs</b>	
	<b>PREV.</b>	<b>NEW</b>
<b>TOTAL</b>		

Reasons for requested transfer of amounts between Project cost categories:

*(Change Request Form continued on following page – please fill out all pages)*

**SCHEDULE "F" (CONT'D)**

**CHANGE REQUEST FORM**

**5.  Other amendments to the Agreement**

Indicate other amendment(s) being requested and the reasons for the requested amendment(s):

**6. Acknowledgement**

The Recipient hereby requests the aforementioned amendment(s) to the Agreement and certifies that the information provided to support the request is accurate. The Agreement is accordingly amended upon execution of this form by NOHFC. All other terms and conditions of the Agreement remain in full force and effect.

**CITY OF TEMISKAMING SHORES**

\_\_\_\_\_

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

Print Name:

Position:

I/We have authority to bind the Recipient.

**NORTHERN ONTARIO HERITAGE FUND CORPORATION**

\_\_\_\_\_

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

Name:

Position:



# The Corporation of the City of Temiskaming Shores

## By-law No. 2016-178

### Being a by-law to authorize the entering into a Financing Agreement with Ontario Infrastructure and Lands Corporation (OILC) as an application submitted under By-law No. 2016-112 for Capital Projects (Temiskaming Shores Infrastructure Upgrades – Phase 1 / North Cobalt Water Stabilization)

**Whereas** the *Municipal Act, 2001* (Ontario), as amended, (the “Act”) provides that a municipal power shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

**And whereas** subsection 405(1) of the Act provides, amongst other things, that a municipality may authorize temporary borrowing to meet expenditures made in connection with a work to be financed in whole or in part by the issue of debentures if, the municipality is an upper-tier municipality, a lower-tier municipality in a county or a single-tier municipality and it has approved the issue of debentures for the work;

**And whereas** subsection 401(1) of the Act provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

**And whereas** the Act also provides that a municipality shall authorize long term borrowing by the issue of debentures or through another municipality under section 403 or 404 of the Act;

**And whereas** OILC has invited Ontario municipalities desirous of obtaining temporary and long term debt financing in order to meet capital expenditures incurred on or after January 1, 2004 in connection with eligible capital works to make application to OILC for such financing by completing and submitting an application on the form provided by OILC;

**And whereas** Council considered Memo No. 013-2016-CS at the June 21, 2016 Regular Council meeting and adopted Resolution No. 2016-339 authorizing staff to prepare the necessary by-law(s) for debenture(s) as required for consideration at future meeting(s)

**And whereas** the City of Temiskaming Shores adopted By-law No. 2016-112 (June 21, 2016) authorizing the submission of applications to OILC and have submitted an application for Capital Vehicle Replacement;

**Now therefore** the Council of The Corporation of the City of Temiskaming Shores enacts as follows:

1. The Council hereby agrees to enter into a Financing Agreement with Ontario Infrastructure and Lands Corporation (OIC) up to a maximum aggregate principal amount of \$4,783,545.00 for the Temiskaming Shores Infrastructure Upgrades

(Phase 1) Project and the North Cobalt Water Stabilization Project, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.

2. This By-law takes effect on the day of passing.

**Read a first, second and third time and finally** passed this 6<sup>th</sup> day of December, 2016.

---

Mayor – Carman Kidd

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Clerk – David B. Treen



Schedule "A" to

**By-law No. 2016-178**

Financing Agreement

between

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

and

**Ontario Infrastructure and Lands Corporation (OILC)**

## FINANCING AGREEMENT

THIS AGREEMENT (the "Agreement"), made in duplicate, dated and effective as of the 17th day of November, 2016.

**BETWEEN: ONTARIO INFRASTRUCTURE AND LANDS CORPORATION**  
(hereinafter referred to as "**OILC**");

And

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES**  
(hereinafter referred to as the "**Municipality**")

### WHEREAS:

OILC has advised the Municipality that its loan application Number 1134, (the "**Application**"), has been approved;

OILC agrees to make financing available to the Municipality up to a maximum aggregate principal amount of \$4,783,545.00 (Four Million Seven Hundred Eighty Three Thousand Five Hundred Forty Five Dollars) (the "**Committed Amount**") for the project(s) listed in the Application and more particularly described in Schedule "A" hereto (each, a "**Project**"), subject to the terms and conditions set out in this Agreement.

**NOW THEREFORE** for good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged by the parties, the Municipality and OILC hereby agree as follows:

1. **Definitions.** In this Agreement:

- (a) "**Act**" means the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended from time to time.
- (b) "**Agreement**" means the agreement constituted by this agreement including all schedules attached hereto and referenced documents, as the same may be amended, restated, supplemented, replaced, otherwise modified or terminated from time to time. Terms such as "hereof", "herein" and "hereto" refer to this Agreement.
- (c) "**Business Day**" means a day on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed, other than Saturday or Sunday.
- (d) "**Committed Amount**" has the meaning given to it in the third recital hereof; and when used in reference to a particular Project, "Committed Amount" means the portion of the Committed Amount allocated to such Project in Schedule "A" hereto.

- (e) **“Facility Termination Date”** means the earlier of the 17th day of November, 2021 and the date on which the obligations of OILC hereunder have been terminated pursuant to paragraphs 12(b) or 12(c) hereof.
- (f) **“Interest Period”** for an Advance means: (i) initially, the period from and including the date of the Advance to but not including the next following “Reset Date” (as defined in paragraph 8 hereof); and (ii) subsequently, each period from and including a Reset Date to but not including the next following Reset Date.
- (g) **“Issue Date”** for a Debenture means the date on which the Debenture is issued.
- (h) **“Obligations”** means all Advances evidenced by the promissory note issued pursuant to this Agreement and any unpaid interest thereon.
- (i) **“Prime Rate”** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the Reference Banks as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the “Prime Rate” shall be the arithmetic mean of the rates quoted by the remaining Reference Banks.
- (j) **“Principal Amount”** of an interest-bearing Debenture means the amount stated to be payable by the maturity date of the Debenture, exclusive of any interest.
- (k) **“Substantial Completion”** means the time at which the Project is ready for use or is being used for the purpose intended and is so certified by the architect, the engineer or entity licensed to practice in the province

## 2. Representations and Warranties.

The Municipality represents and warrants to OILC that:

- (a) the information contained in the Application, to the extent that it relates to the Municipality or the Project(s), is true and correct in all material respects as of the date of this Agreement;
- (b) the financing applied for in the Application relates only to expenditures in respect of the Project(s) that were or will be actually made by the Municipality on or after January 1, 2004 and that will be made prior to the date of any Advance as defined in (c) below;
- (c) long term financing for the Project(s) by way of one or more debentures (individually a **“Debenture”**, collectively the **“Debentures”**) to be issued to OILC, short term temporary financing for the Project(s) by way of one or more advances (**“Advances”**) to be made by OILC, and the entering into of this Agreement have been approved by authorizing by-law duly passed by the Council of the Municipality in full compliance with the Act and the regulations made thereunder

and more particularly described in Schedule "B" hereto (the "**Authorizing By-law**");

- (d) the principal amount of financing allocated to each Project in the Authorizing By-law does not exceed the expenditures approved by the Municipality in respect of such Project;
- (e) the Municipality is not now subject to any restructuring order under Part V of the Act; accordingly, no approval of the Project(s), the Application or the borrowings applied for in the Application is required to be given by any transition board or commission appointed in respect of the restructuring of the Municipality and the Municipality undertakes to notify OILC if it becomes subject to any restructuring order under Part V of the Act; and
- (f) the Municipality is not currently in default under any debentures and undertakes to immediately inform OILC if it is in default under any such financial obligations at any time.

### **3. Use of Proceeds.**

- (a) The Municipality covenants and agrees that:
    - (i) the proceeds of all Advances shall be applied only to capital expenditures actually made by the Municipality in respect of hard and soft capital costs on or after January 1, 2004 if such costs are directly related to the Project(s) and not to any other purpose;
    - (ii) the proceeds of each Debenture shall be applied only to either:
      - (1) repayment of Advances, as more particularly set out in paragraph 10 below; or
      - (2) capital expenditures in respect of hard and soft capital costs actually made or to be made if OILC in its sole discretion has agreed to purchase a Debenture prior to making any Advance or prior to the expenditure of all or any portion of the Committed Amount on the Project(s), by the Municipality on or after January 1, 2004 if such costs are directly related to the Project(s) in respect of which the Debenture is being issued; or
      - (3) legal costs and expenses directly related to the issue of such Debenture;
- and not to any other purpose.
- (b) For greater certainty, OILC is not responsible for ensuring that the proceeds of Advances and Debentures are in fact used in the manner specified in paragraph 3(a) above.

**4. Project Expenditure Requirements.**

The Municipality shall not request an Advance in respect of a Project hereunder unless expenditures in an amount no less than the amount of the Advance to be allocated to such Project have actually been made by the Municipality prior to the date of such request subject to the right of OILC to waive this requirement at its sole discretion.

**5. Evidence of Advances –Notes.**

Each Advance hereunder shall be evidenced by an entry recorded by OILC on the schedule to a grid promissory note of the Municipality in favour of OILC in the form to be provided by OILC (the “**Note**”), which entry shall be presumed to be conclusive evidence of the matters recorded, absent manifest error; provided, however, that the failure of OILC to make any such recording shall not affect the obligations of the Municipality under the Note.

**6. Procedure for Obtaining Advances.**

- (a) The Municipality may request an Advance to be paid on either the 1st or the 15th day of any calendar month or the first Business Day following such date if such date is not a Business Day (either of which is defined as the “**Advance Date**”) by delivering to OILC at the address shown on Schedule “C” hereto no later than five (5) Business Days prior to the Advance Date on which the Advance is required, by courier or fax, a certificate of the Treasurer of the Municipality in the form to be provided by OILC in respect of the Advance so requested (a “**Treasurer’s Certificate**”).
- (b) The principal amount of all Advances will be tendered to the Municipality by electronic transfer of funds to an account of the Municipality maintained with a deposit-taking institution, such account to be designated by notice in writing to OILC by the execution and delivery of the attached Schedule “D” to this Agreement and the Municipality undertakes to notify OILC immediately in writing of any changes in its designated account for the purposes of such deposit.

**7. (a) Conditions Precedent to Advances.** OILC shall not make any Advance until each of the following conditions precedent has been satisfied:

- (i) the Municipality shall have executed and delivered to OILC a Note in respect of all Advances to be made under this Agreement;
- (ii) OILC shall have received a Treasurer’s Certificate in respect of the Advance requested;
- (iii) at OILC’s sole discretion, if any issues that were raised in any audit conducted under paragraph 16 (a) have been resolved to OILC’s satisfaction and/or OILC has neither required an audit under paragraph 16 (a) nor is such an audit ongoing;

- (iv) the amount of the requested Advance when added to the aggregate amount of Advances then outstanding in respect of a Project, does not exceed the Committed Amount for that Project;
  - (v) the representations and warranties of the Municipality set out in paragraph 2 hereof shall be true and correct as at the date of the Advance, as evidenced by the Treasurer's Certificate;
  - (vi) the Municipality shall not be in material default of any of its obligations under this Agreement as at the date of the Advance, as evidenced by the Treasurer's Certificate;
  - (vii) none of the events specified in paragraph 12(c) shall have occurred and be continuing;
  - (viii) expenditures on the Project(s) for which the Advance is requested shall have been made subject to paragraph 4, as evidenced by the Treasurer's Certificate; and
  - (ix) at OILC's sole discretion, an Advance requested when added to the aggregate amount of all Advances then outstanding does not exceed the quarterly advance requests as noted in Schedule "A" hereto.
- (b) **Conditions Precedent to Debenture Purchases.** OILC shall not purchase any Debenture until each of the following conditions precedent, has been satisfied, in which case OILC may purchase any Debenture in accordance with paragraphs 9 and 10:
- (i) OILC shall have received a Treasurer's Certificate, dated as of the Issue Date ("**Debenture Treasurer's Certificate**");
  - (ii) OILC shall have received a legal opinion from the municipality's external legal counsel, dated as of the Issue Date, addressed to OILC in form and substance satisfactory to OILC;
  - (iii) the purchase price for any Debenture, when added to the aggregate amount of Debentures then outstanding in respect of a Project, does not exceed the Committed Amount for that Project;
  - (iv) the representations and warranties of the Municipality set out in paragraph 2 hereof shall be true and correct as at the date of the request to purchase a Debenture, as evidenced by the Debenture Treasurer's Certificate;
  - (v) the Municipality shall not be in material default of any of its obligations under this Agreement as at the Issue Date, as evidenced by the Debenture Treasurer's Certificate;
  - (vi) at OILC's sole discretion, if any issues that were raised in any audit conducted under paragraph 16 (a) have been resolved to OILC's



satisfaction and/or OILC has neither required an audit under paragraph 16 (a) nor is such an audit ongoing;

- (vii) none of the events specified in paragraph 12(c) shall have occurred and be continuing; and
- (vii) expenditures on the Project(s) for which the purchase of a Debenture is requested shall have been made or will be made, or, if OILC, in its sole discretion, has agreed to purchase a Debenture prior to making any Advance or prior to the expenditure of all or any portion of the Committed Amount on the Project(s), as evidenced by the Debenture Treasurer's Certificate.

## 8. Interest on Advances.

- (a) Each Advance, including the Advance for the initial Interest Period, shall bear interest from and including the date of such Advance to (but excluding) the date of repayment or satisfaction, at a floating rate per annum as determined by OILC based on OILC's cost of funds plus OILC's prevailing spread assigned to the borrower sector for program delivery costs and risks (the "**Advance interest Rate**"). The Advance Interest Rate for an Advance for the initial Interest Period shall be determined on and shall bear interest from the date of the Advance to, but not including, the next following Reset Date (as hereafter defined). The Advance Interest Rate for each subsequent Interest Period shall be determined on the first Business Day of each calendar month (each such Business Day, a "**Reset Date**") for the following Interest Period and will be effective on the Reset Date, which Advance Interest Rate, as so reset, shall apply to the Advance for such Interest Period until reset again.
- (b) Interest accrued during an Interest Period on the principal balance of an Advance outstanding during such Interest Period shall be payable in arrears on the first Business Day of the calendar month following the Interest Period in an amount equal to the product of the Advance Interest Rate in effect during such Interest Period and the principal balance of the Advance outstanding as at the Reset Date for such Interest Period, or in the case of an initial Interest Period the principal balance outstanding on the date of the Advance, multiplied by a fraction, the numerator of which is the number of days in the Interest Period and the denominator of which is 365 or 366 as appropriate.
- (c) Payments of interest shall be made by pre-authorized debit from an account of the Municipality maintained with a deposit-taking institution, such account to be designated by notice in writing to OILC by the execution and delivery of the attached Schedule "D" to this Agreement, which Schedule forms part of this Agreement, together with such other authorizations, voided cheques and other documentation as the deposit-taking institution and the rules of the Canadian Payments Association may require for such pre-authorized debit, and the Municipality undertakes to notify OILC immediately in writing of any changes in its designated account for the purposes of pre-authorized debits.

- (d) The Municipality shall pay interest to OILC on any overdue amount of principal or interest in respect of any Advance, both before and after demand, default, maturity and judgment, at a rate per annum equal to the Prime Rate plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue, and the Municipality shall pay to OILC any and all costs and losses incurred by OILC as a result of the payment having been overdue.
- (e) For purposes of disclosure pursuant to the *Interest Act* (Canada), the yearly rate of interest which is equivalent to a rate of interest payable in respect of the principal amount of any Advance for any period of less than a year may be determined by multiplying the rate of interest for such period by a fraction, the numerator of which is the actual number of days in a year commencing on and including the first day in such period and ending on but excluding the corresponding day in the next calendar year and the denominator of which is the actual number of days in such period.

## 9. Purchase of Debentures.

- (a) Provided that the Municipality is not in default under this Agreement, that all of the conditions precedent listed in paragraph 7 have been satisfied and that none of the events specified in paragraph 12(c) shall have occurred and be continuing, and upon satisfaction of such other usual and customary conditions precedent as OILC and its legal counsel may reasonably require, and subject to paragraph 10 hereof, OILC agrees to purchase Debentures from the Municipality on the Issue Date, being the 1<sup>st</sup> or 15<sup>th</sup> or the next following Business Day of a calendar month as noted on the attached Schedule "A" or at a time or times to be determined at the sole discretion of OILC, on or prior to the Facility Termination Date in an aggregate Principal Amount not to exceed the Committed Amount and subject to the detailed Debenture purchase process to be provided to the Municipality.
- (b) Notwithstanding anything in this Agreement, the Municipality hereby irrevocably offers to issue Debentures in the amount of the Obligations subject to the terms and conditions as described herein within one hundred and twenty (120) days of Substantial Completion of a Project. OILC's acceptance of this offer will constitute an irrevocable agreement between the Municipality and OILC for the Municipality to issue and offer to sell to OILC such Debentures on the terms and conditions hereof. In the event that the Municipality fails to complete the issuance of Debentures on the terms as described herein within one hundred and twenty (120) days of Substantial Completion, thereafter the Advance Interest Rate shall increase to the Prime Rate.
- (c) The purchase price for any Debentures issued in accordance with paragraph 9(a) shall be satisfied by virtue of and to the extent of the satisfaction of the Obligations effected by such issuance pursuant to paragraph 10(f). Satisfaction of such purchase price by such means shall be deemed to be equivalent for all purposes, including without limitation the purposes of subsection 413(1) of the Act, to the receipt by the Municipality from OILC of an amount of money equal to the amount of the Obligations so satisfied. If such purchase price exceeds the

amount of the Obligations so satisfied, OILC shall pay such excess to the Municipality in immediately available funds upon the issue of the Debentures.

- (d) If OILC agrees to purchase Debenture(s) from the Municipality prior to making any Advance or prior to the expenditure of all or any portion of the Committed Amount on the Project(s), the Municipality agrees that it will submit an annual Treasurer's Report, in the form to be provided by OILC, to OILC verifying that all proceeds of such Debenture(s) have been used exclusively for the financing of the Project(s) during the relevant period. The first such report shall be due on the first anniversary of the purchase of the Debenture(s) by OILC and subsequent reports shall be due annually thereafter on subsequent anniversaries until such time as all the proceeds of such Debenture(s) have been expended.
- (e) The purchase price for Debentures, in excess of any outstanding Obligations, will be tendered to the Municipality by electronic transfer of funds to an account of the Municipality maintained with a deposit-taking institution, such account to be designated by notice in writing to OILC by the execution and delivery of the attached Schedule "D" to this Agreement and the Municipality undertakes to notify OILC immediately in writing of any changes in its designated account for the purposes of such deposit.

#### **10. Issue of Debentures and Repayment of Advances.**

- (a) Each Advance shall be due and payable in full on the earlier of the Facility Termination Date or the Issue Date for the Project(s) for which the Advance was made (the "**Maturity Date**"), subject to OILC's right to extend the Maturity Date in its sole discretion. The Municipality shall repay the Advance on the Maturity Date by:
  - (i) paying an amount equal to the Advance to OILC in immediately available funds;
  - (ii) converting the Advance into long term financing by issuing to OILC one or more Debentures in a principal amount at least equal to the Advance to be repaid; or
  - (iii) any combination of (i) or (ii)
- (b) The Municipality shall notify OILC sixty (60) days in advance of the Issue Date as noted on Schedule "A" hereto. If the Debenture(s) will not be offered for purchase on such date the Municipality shall propose another Issue Date subject to OILC's rights under paragraph 9(a) and subject to OILC's right to reject the new Issue Date.
- (c) An Advance may be prepaid at any time prior to its Maturity Date at the sole discretion of OILC and subject to such terms and conditions as may be imposed at OILC's sole discretion. The principal amount of any such repaid Advance cannot be subsequently borrowed by the Municipality.

- (d) If one or more Debentures are to be issued to OILC on the same Issue Date in a Principal Amount that is less than the aggregate amount of the Obligations then outstanding, then prior to the issue of any such Debenture(s), the Municipality shall designate by notice in writing to OILC the Project or Projects (each, a "**Debenture Project**") in respect of which the Debenture(s) will be issued, the Advances that will be repaid by the proceeds of such issue (the "**Related Advances**") and the portion of the Principal Amount of the Debenture(s) that relates to each such Debenture Project.
- (e) OILC is not responsible for ensuring that the proceeds of any Debenture are in fact used for the Debenture Project(s) designated as such by the Municipality pursuant to paragraph 10(d) nor that any Advance designated as a Related Advance by the Municipality in fact relates to the Debenture Project(s) designated as such by the Municipality pursuant to paragraph 10(d) above.
- (f) The issuance of Debentures shall satisfy an amount of the Obligations then outstanding to the extent of the aggregate Principal Amount of such issuance. If such aggregate Principal Amount is less than the amount of the Obligations then outstanding, then the Related Advances shall be repaid to the extent of such aggregate Principal Amount.
- (g) The interest rate for each Debenture (the "**Debenture Interest Rate**") shall be fixed by OILC based on OILC's cost of funds plus OILC's prevailing spread assigned to the borrower sector for program delivery costs and risks. A rate confirmation letter will be sent to the Municipality by OILC confirming the Debenture Interest Rate to be offered for the Debenture and the Municipality's acceptance of such rate shall be conclusive proof of acceptance of the Debenture Interest Rate offered.
- (h) Payments of principal and interest due on each Debenture shall be made by pre-authorized debit from an account of the Municipality maintained with a deposit-taking institution, such account to be designated by notice in writing to OILC by the execution and delivery of the attached Schedule "D" to this Agreement, together with such other authorizations, voided cheques and other documentation as the deposit-taking institution and the rules of the Canadian Payments Association may require for such pre-authorized debit, and the Municipality undertakes to notify OILC immediately in writing of any changes in its designated account for the purposes of pre-authorized debits.

## 11. **Right of Deduction.**

As security for the satisfaction by the Municipality of the Obligations and its payment obligations under the Debenture(s), the Municipality hereby agrees, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (Ontario), as amended from time to time hereafter, that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding the amounts that the Municipality fails to pay OILC on account of the Obligations and/or any Debenture(s) and to pay such amounts to OILC from the Consolidated Revenue Fund.

## 12. Term, Termination and Default.

- (a) This Agreement shall terminate ten (10) Business Days following the date on which the last Obligations outstanding hereunder are paid in full or following the purchase by OILC of the last Debenture to be issued pursuant to this Agreement (the later of the two dates means the "Termination Date") unless earlier terminated in accordance with paragraphs (b) or (c) below, in which case the "Termination Date" means the date on which this Agreement shall terminate, in accordance with such paragraph.
- (b) OILC may terminate its obligations under this Agreement on thirty (30) days prior notice in writing to the Municipality if in the reasonable opinion of OILC the Municipality is in material default under this Agreement, other than for any cause enumerated in (c) below or if OILC rejects a new Issue Date pursuant to section 10(b).
- (c) OILC may terminate any or all of its obligations under this Agreement immediately, subject to paragraph (d) below,
  - (i) if the Municipality:
    - (1) fails to make one or more payments of interest on the Note within five (5) Business Days after the same becomes due and payable;
    - (2) reaches or exceeds its updated debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing;
    - (3) has failed to meet and pay any of its obligations under any debentures issued by the Municipality or interest thereon when due and after payment thereof has been duly demanded;
    - (4) has failed to meet and pay any of its other debts or liabilities when due and default in payment is occasioned from financial difficulties affecting the Municipality;
    - (5) has or may become involved in financial difficulties such that default or unusual difficulty in meeting debts or obligations or in providing adequate funds to meet current expenditures may ensue, or has failed to levy the necessary rates to meet current expenditures;
    - (6) uses any Advance or the proceeds of any Debenture for any purpose other than financing the Project(s); or
  - (ii) if the Ontario Municipal Board makes an order under section 21 of the *Municipal Affairs Act* (Ontario), as amended, or any successor legislation to vest in the Ministry of Municipal Affairs and Housing

control and charge over the administration of all the affairs of the Municipality as set forth in the order;

- (iii) if issues raised in an audit required under paragraph 16(a) have not been resolved to OILC's satisfaction within a reasonable time after the Municipality has been notified of such issues; or
  - (iv) if one or more Reports are not submitted to OILC in accordance with paragraph 3(c).
- (d) If OILC elects to terminate its obligations under this Agreement pursuant to paragraph 12(c) hereof, it shall give notice in writing of such termination to the Municipality, specifying the reason for such termination. Upon delivery of such notice OILC shall have no further obligation to make any Advances or to purchase any Debentures hereunder. In such notice OILC may also declare all Obligations outstanding hereunder and under the Note to be immediately due and payable, whereupon such Obligations shall become immediately due and payable; and in addition to any rights or remedies that OILC may have at law or in equity to enforce such Obligations, OILC may request that the Minister of Finance exercise the authority described in paragraph 11.
- (e) If OILC elects to terminate its obligations under this Agreement in accordance with paragraphs 12(b) or (c) above, OILC, at its discretion, shall assess any losses that it may incur as a result of the early termination as follows: if on the Termination Date the outstanding principal balance on the Debenture(s) is less than the net present value of the Debenture(s), the Municipality shall pay the difference between these two amounts to OILC.

### **13. Communications Requirements**

- (a) OILC and the Municipality will work together to ensure that OILC financing of Project(s) receives recognition and prominence through agreed upon communications activities. An example of such activity could include signage at each Project site signifying Government of Ontario project financing.
- (b) OILC reserves the right to undertake its own communications activities in relation to OILC financing of the Project(s) at any time in its sole discretion and at its expense.
- (c) All joint communications activities between the Municipality and OILC must comply with the Government of Ontario's Visual Identity Directive and guidelines.

### **14. Project Management Requirements**

Intentionally Deleted

### **15. Indemnity**

To the fullest extent permitted by law, the Municipality shall indemnify and hold harmless OILC, its officers, directors, agents, subcontractors and employees and agents (collectively, the "**Indemnified Parties**") from and against all (a) claims

and causes of action, pending or threatened, of any kind (whether based in contract, tort or otherwise) by third parties or by whomever made related to or arising out of or in any way related to Reports, this Agreement or the Project(s) and (b) liabilities, losses, damages, costs and expenses (including, without limitation, legal fees and disbursements) suffered or incurred by any of the Indemnified Parties in connection with any claims or causes of action described in paragraph (a) above. The obligations contained in this paragraph shall survive the termination or expiry of this Agreement.

## 16. General Provisions

- (a) i) OILC reserves the right to audit compliance with this Agreement at any time. Such right will survive any termination of this Agreement. The cost of any such audit will be at OILC's or the Municipality's expense at OILC's sole discretion. Municipalities are required to keep any supporting documents required for any such audit for a minimum of seven (7) years.
- (i) The Municipality's obligation to provide an annual Treasurer's Report as described in paragraph 9(d) shall survive any termination of this Agreement.
- (b) No amendment, restatement, supplement, replacement, other modification or termination of any provision of this Agreement is binding unless it is in writing and signed by each party.
- (c) The Municipality may not assign its rights or transfer its obligations under this Agreement without the prior written consent of OILC. OILC may assign its rights or transfer its obligations under this Agreement without the prior written consent of the Municipality by giving thirty (30) days notice of such assignment or transfer to the Municipality. This Agreement enures to the benefit of and binds the parties and their respective successors and permitted assigns.
- (d) This Agreement, together with the Schedules, the Application, the Note, the Treasurer's Certificate, the Debenture Treasurer's Certificate, the annual Treasurer's Report and the Debenture(s), constitutes the entire agreement between the parties with respect to the subject matter referenced in those documents and supersedes all prior agreements, negotiations, discussions, undertakings, representations, warranties and understandings, whether written or oral.
- (e) Each party shall from time to time promptly execute and deliver all further documents and take all further action reasonably necessary or appropriate to give effect to the provisions and intent of this Agreement.
- (f) This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.
- (g) This Agreement and any amendment, restatement, supplement, replacement, other modification or termination of any provision of this Agreement may be

executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument.

- (h) Either party may deliver an executed copy of this Agreement by fax but that party shall immediately deliver to the other party an original executed copy of this Agreement.
- (i) Unless otherwise specified, each notice to a party must be given in writing and delivered personally or by courier, sent by prepaid registered mail or transmitted by fax to the address or fax number set out in Schedule "C".
- (j) If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect:
  - (i) the legality, validity or enforceability of the remaining provisions of this Agreement; or
  - (ii) the legality, validity or enforceability of that provision in any other jurisdiction.

**[the remainder of this page has been left intentionally blank]**



**IN WITNESS WHEREOF** the parties hereto have executed the **Agreement effective as of the date first above written.**

**ONTARIO INFRASTRUCTURE AND LANDS CORPORATION**

per: \_\_\_\_\_

Steve Rohacek  
Senior Vice President, Municipal Business Development & Lending

per: \_\_\_\_\_

George Skariah  
Senior Vice President, Finance and Risk

We have the authority to bind the corporation

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

per: \_\_\_\_\_

Carmen Kidd, Mayor

per: \_\_\_\_\_

Laura Lee MacLeod, Treasurer

We have the authority to bind the corporation

Executed by the above parties as authorized by By-Law 2016-170 of the Municipality.

**SCHEDULE "A"**

**FINANCING SCHEDULE**

## Ontario Infrastructure and Lands Corporation

### Financing Schedule

Program Year: **2016/2017**

Organization Name:

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

Date: **November 17, 2016**

Approved Loan Amount:

**\$4,783,545.00**

Please review, complete areas where indicated, sign, date and return the form to OILC. The following information will be incorporated into the OILC Financing Agreement.

The following lists the project information outlined in your application. Please verify that the project details are correct. You may amend the project completion dates or the total project cost if this information has changed since the application was submitted. Transfers between projects or categories are at OILC's discretion and require pre-approval.

#### A Project Details

Project Information				Financing Information						
<u>Project ID</u>	<u>Project Name</u>	<u>Category</u>	<u>Start Date</u> (mm/dd/yyyy)	<u>Completion Date</u> (mm/dd/yyyy)	<u>Total Project Cost</u>	<u>OILC Loan Amount</u>	<u>Term</u>	<u>Type</u>	<u>Requested Date of debenture*</u> (mm/dd/yyyy)	<u>Revised Date of Debenture</u> (mm/dd/yyyy)
1	Temiskaming Shores Infrastructure Upgrades Phase 1	STI	11/01/2016	06/29/2018	\$8,708,720.00	\$4,364,148.00	20 Y	Serial	06/29/2018	
2	North Cobalt Water Stabilization	CWI	10/31/2016	06/30/2017	\$2,095,000.00	\$419,397.00	10 Y	Serial	06/30/2017	
					<b>\$10,803,720.00</b>	<b>\$4,783,545.00</b>				

\*Please note, debentures are to be purchased after expenditures have been incurred. Please review and adjust the Date of Debenture if required ensuring adequate time for the debenture purchase. For further clarifications or questions, please contact Jennifer Tang, Manager – Loan Administration at 416-314-5363.

**Financing Schedule**

Program Year: 2016/2017

Organization Name:

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

Date: November 17, 2016

Approved Loan Amount: \$4,783,545.00

**B. Construction Financing Quarterly Forecast**

If you wish to participate in the construction loan program, please indicate the amount of construction financing you require per fiscal quarter and per debenture. A reminder that OILC provides construction advances based on incurred project expenditures, unless prior approval has been sought.

Project ID

1																			
2																			

Project ID

1																			
2																			

Ontario Infrastructure and Lands Corporation

**Financing Schedule**

Program Year: 2016/2017

Organization Name: THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

Date: November 17, 2016

Approved Loan Amount: \$4,783,545.00

**C. Authorization**

I agree that these are the terms for the OILC loan. I understand that OILC will use this information to draft the Financing Agreement.

Treasurer	Signature	Date
PRINT NAME		

**DIRECTIONS:** Please mail or courier the original signed Financing Schedule to OILC, 1 Dundas Street West, 20th Floor, Toronto, ON M5G 2L5

**SCHEDULE "B"**

**CERTIFIED COPY OF AUTHORIZING BY-LAW**

## The Corporation of the City of Temiskaming Shores

### Bylaw No. 2016-170

**A by-law to authorize certain new Capital Works of The Corporation of the City of Temiskaming Shores (the “municipality”); to authorize the submission of an application to Ontario Infrastructure and Lands Corporation (“OILC”) for financing such Capital Works; to authorize temporary borrowing from OILC to meet expenditures in connection with such works; and to authorize long term borrowing for such works through the issue of debentures to OILC**

**Whereas** the *Municipal Act, 2001* (Ontario), as amended, (the “**Act**”) provides that a municipal power shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

**And whereas** it is now deemed to be expedient to authorize for the purposes of the Municipality the new capital work(s) described in column (2) of Schedule “A” (individually a “**Capital Work**”, collectively the “**Capital Works**”, as the case may be) attached hereto and forming part of this By-law (“**Schedule “A”**”) in the amount of the respective estimated expenditure set out in column (3) of Schedule “A”, subject in each case to approval by OILC of the financing for such Capital Work(s) that will be requested by the Municipality in the Application as hereinafter defined;

**And whereas** in accordance with section 4 of Ontario Regulation 403/02 (the “**Regulation**”), the Council of the Municipality had its Treasurer calculate an updated limit in respect of its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing (as so updated, the “**Updated Limit**”), and, on the basis of the authorized estimated expenditure for the Capital Work or each Capital Work, as the case may be, as set out in column (3) of Schedule “A” (the “**Authorized Expenditure**” for any such Capital Work), the Treasurer calculated the estimated annual amount payable in respect of the Capital Work or each Capital Work, as the case may be, (collectively the “**Estimated Annual Amount Payable**”) and determined that the Estimated Annual Amount Payable does not cause the Municipality to exceed the Updated Limit, and accordingly the approval of the Ontario Municipal Board pursuant to the Regulation, is not required before any such Capital Work is authorized by the Council of the Municipality;

**And whereas** subsection 405(1) of the Act provides, amongst other things, that a municipality may authorize temporary borrowing to meet expenditures made in connection with a work to be financed in whole or in part by the issue of debentures if, the municipality is an upper-tier municipality, a lower-tier municipality in a county or a single-tier municipality and it has approved the issue of debentures for the work;

**And whereas** subsection 401(1) of the Act provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

**And whereas** the Act also provides that a municipality shall authorize long term borrowing by the issue of debentures or through another municipality under section 403 or 404 of the Act;

**And whereas** OILC has invited Ontario municipalities desirous of obtaining temporary and long term debt financing in order to meet capital expenditures incurred on or after January 1, 2004 in connection with eligible capital works to make application to OILC for such financing by completing and submitting an application on the form provided by OILC;

**And whereas** the Municipality has completed and submitted an application to OILC (the "**Application**") to request financing for the Capital Work(s) by way of long term borrowing through the issue of debentures to OILC and by way of temporary borrowing from OILC pending the issue of such debentures;

**And whereas** OILC has accepted and has approved the Application;

**Now therefore** the Council of The Corporation of the City of Temiskaming Shores enacts as follows:

1. The Council of the Municipality hereby confirms, ratifies and approves the execution by the Treasurer of the Application and the submission by such authorized official of the Application, duly executed by such authorized official, to OILC for the financing of the Capital Work(s) in the maximum aggregate principal amount of \$4,783,545 substantially in the form of Schedule "B" hereto and forming part of this By-law, with such changes thereon as such authorized official may hereafter approve, such execution and delivery to be conclusive evidence of such approval.
2.
  - (a) The undertaking of the Capital Work or of each Capital Work, as the case may be, in the amount of the respective estimated Authorized Expenditure set out in column (3) of Schedule "A" is hereby approved and authorized;
  - (b) any one or more of the Mayor and the Treasurer are hereby authorized to conclude contracts on behalf of the Municipality for the undertaking of the Capital Work or of each Capital Work, as the case may be, in accordance with the Municipality's usual protocol;
  - (c) where applicable, the Engineer of the Municipality will forthwith make such plans, profiles and specifications and furnish such information as in the opinion of the Engineer are necessary for the undertaking of the Capital Work or of each Capital Work, as the case may be; and
  - (d) where applicable, the undertaking of the Capital Work or of each Capital Work, as the case may be, shall be carried on and executed under the superintendence and according to the direction and orders of such Engineer.
3. The Mayor and the Treasurer are hereby authorized to negotiate and enter into,



execute and deliver for and on behalf of the Municipality a financing agreement (a "**Financing Agreement**") with OILC that provides for temporary and long term borrowing from OILC in respect of the Capital Work(s) on such terms and conditions as such authorized officials may approve, such execution and delivery to be conclusive evidence of such approval.

4. The Mayor and/or the Treasurer are hereby authorized, pending the substantial completion the Capital Work or each Capital Work, as the case may be, or as otherwise agreed with OILC, to make temporary borrowings pursuant to section 405 of the Act in respect of the Capital Work or of each Capital Work, as the case may be, on the terms and conditions provided in the Financing Agreement and on such other terms and conditions as such authorized officials may agree, and to sign such evidence of indebtedness as OILC may require (the "**Note**") and to deliver the Note to OILC, such execution and delivery to be conclusive evidence of such agreement; and the Treasurer is authorized to sign such certifications as OILC may require in connection with such borrowings in respect of the Capital Work(s); provided that the amount of borrowings allocated to the Capital Work or to each Capital Work, as the case may be, does not exceed the Authorized Expenditure for such Capital Work and does not exceed the related loan amount set out in column (4) of Schedule "A" in respect of such Capital Work.
5. Subject to the terms and conditions of the Financing Agreement and such other terms and conditions as OILC may otherwise require, the Mayor and the Treasurer are hereby authorized to long term borrow for the Capital Work(s) and to issue debentures to OILC on the terms and conditions provided in the Financing Agreement and on such other terms and conditions as such authorized officials may agree (the "**Debentures**"); provided that the principal amount of the Debentures issued in respect of the Capital Work or of each Capital Work, as the case may be, does not exceed the Authorized Expenditure for such Capital Work and does not exceed the related loan amount set out in column (4) of Schedule "A" in respect of such Capital Work.
6. In accordance with the provisions of section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011*, as amended from time to time hereafter, as security for the payment by the Municipality of the indebtedness of the Municipality to OILC under the Note and/or the Debentures, as the case may be (the "**Obligations**"), the Municipality is hereby authorized to agree in writing with OILC that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding the amounts that the Municipality fails to pay OILC on account of the Obligations and to pay such amounts to OILC from the Consolidated Revenue Fund.
7. For the purposes of meeting the Obligations, the Municipality shall provide for raising in each year as part of the general levy, the amounts of principal and interest payable in each year under the Note and/or any outstanding Debenture, to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a by-law of any municipality.

8. (a) The Mayor and/or the Treasurer are hereby authorized to execute and deliver the Note, the Mayor and the Treasurer are hereby authorized to enter into, execute and deliver the Financing Agreement, and to issue the Debentures, one or more of the Clerk and the Treasurer are hereby authorized to generally do all things and to execute all other documents and papers in the name of the Municipality in order to perform the Obligations of the Municipality under the Financing Agreement and to execute and deliver the Note and to issue the Debentures, and the Treasurer is authorized to affix the Municipality's municipal seal to any such documents and papers.
- (b) The money realized in respect of the Note and the Debentures, including any premium, and any earnings derived from the investment of that money, after providing for the expenses related to the execution and delivery of the Note and to the issue of the Debentures, if any, shall be apportioned and applied to the respective Capital Work and to no other purpose except as permitted by the Act.
9. This By-law takes effect on the day of passing.

**Read a first, second and third time and finally passed this 1<sup>st</sup> day of November, 2016.**

  
Mayor – Carman Kidd

  
Clerk – David B. Treen

Certified True Copy  
City of Temiskaming Shores



**Schedule "A"**  
**to By-Law Number 2016-170**  
**(New Capital Work(s))**

(1)	(2)	(3)	(4)
<u>Capital Work Number</u>	<u>Description of Capital Work</u>	<u>Estimated Expenditure</u>	<u>Loan Amount</u>
1	TS Infrastructure Upgrades	\$8,708,720	\$4,364,148
2	NC Water Stabilization	\$2,095,000	\$419,397

**Schedule "B"**

**Please insert the OILC Application into Schedule "B".**

# Webloans Loan Application PDF

FA Number

Application for

## Projects

SIT Project ID	Project ID	Project Name	Construction/Purchase Start	Construction/Purchase End	Project Cost	OILC Loan Amount
125	1	Temiskaming Shores Infrastructure Upgrades Phase 1	11-01-2016	06-29-2018	\$8,708,720.00	4,364,148.00
126	2	North Cobalt Water Stabilization	10-31-2016	06-30-2017	\$2,095,000.00	419,397.00

## Details of Project Temiskaming Shores Infrastructure Upgrades Phase 1

Project Category  Sewage Treatment Infrastructure

Project Name

Construction/Purchase Start

Construction/Purchase End

Energy Conservation

Project Address 1

Project Address 2

City / Town

Province

Postal Code

Description

Comments and/or Special Requests

Project Life Span (Years)

## Project Financial Information

Project Cost (A)			\$8,708,720.00
<b>Other Project Funding / Financing (B):</b>			
Description	Timing	Amount	
Build Canada Funding	Existing	\$4,200,000.00	
OCIF Formula Based Funding	Existing	\$144,572.00	
Other Project Funding/Financing Total (B)			\$4,344,572.00
OILC Loan Amount (A-B)			\$4,364,148.00

Only include long-term borrowing in this section. If you anticipate that you will require short-term financing during the construction phase of the

Required Date	Amount	Term	Type
2018-05-25	\$4,354,143.00	20	Serial

Long-term Borrowing Total \$4,354,143.00

### Details of Project North Cobalt Water Stabilization

Project Category	Clean Water Infrastructure
Project Name	North Cobalt Water Stabilization
Construction/Purchase Start	2018-10-31
Construction/Purchase End	2017-06-30
Energy Conservation	<input type="checkbox"/>
Project Address 1	400 Niven Street S
Project Address 2	
City / Town	Halleybury
Province	ON
Postal Code	R0J 1K0
Description	Secondary feeder main to North Cobalt area residents to allow for sufficient quantity and control of water distribution
Comments and/or Special Requests	
Project Life Span (Years)	50

### Project Financial Information

Project Cost (A)	\$2,045,000.00
<b>Other Project Funding / Financing (B):</b>	
Description	Amount
OCIF Application Based Funding	\$1,599,919.00
OCIF Formula Based Funding	\$75,684.00
Other Project Funding/Financing Total (B)	\$1,675,603.00
OILC Loan Amount (A-B)	\$419,397.00

Only include long-term borrowing in this section. If you anticipate that you will require short-term financing during the construction phase of the project, the information will be gathered as part of the Financing Agreement.

Required Date	Amount	Term	Type
2017-06-30	\$419,397.00	10	Serial

Long-term Borrowing Total \$419,397.00

### Debt and Re-payments Summary

Has there been any new/undisclosed debt acquired since last FIR was submitted?  Yes  No

Please describe any re-financing plans for any existing "interest only" debt, if applicable.

### Non Re-payments of Loans or Debenture

In the last 10 years, has the borrower ever failed to make a loan payment or debenture repayment on time to any lender, including the Provincial Government?

If yes, please provide details.

[Redacted]

### OILC Loan Repayment Information

Please indicate the source(s) of revenue you plan to use to repay the OILC Loan

Taxation	0.00
User Fees	100.00
Service Charges	0.00
Development Charges	0.00
Connection Fees	0.00
Repayment Subsidies	0.00
Other	[Redacted]
<b>Total</b>	<b>100.00%</b>

### Documentation and Acknowledgements

Please ensure all required documents are submitted with the signed application. OILC requires originals as noted below to be mailed or couriered. Also, please retain a copy of all documents submitted to OILC for your records.

To obtain templates for documents see listed below.

- Loan Application Signature Page signed and dated by the appropriate individual (original to be submitted)
- Certificate and sealed copy of OILC template By-Law authorizing project borrowing and applying for a loan (original with seal)
- Certificate of Treasurer Regarding Litigation using the OILC template (original, signed & sealed)
- Updated Certified Annual Repayment Limit Calculation (original)

I acknowledge and agree that all of the above referenced documents must be submitted in the form required by OILC and understand that the application will not be processed until such documents have been fully completed and received by Infrastructure Ontario.

**Please note: OILC retains the right to request and review any additional information or documents at its discretion.**

#### Confidential Information

OILC is an institution to which the Freedom of Information and Protection of Privacy Act (Ontario) applies. Information and supporting documents submitted by the Borrower to process the loan application will be kept secure and confidential, subject to any applicable laws or rules of a court or tribunal having jurisdiction.



**ONTARIO INFRASTRUCTURE  
AND LANDS CORPORATION (OILC)  
LOAN APPLICATION SIGNATURE PAGE**

**Application ID:** 46

**Printed Date:** 10-25-16  
**Application Submit Date:** 10-25-16

I/We acknowledge that a Loan Application has been submitted to Ontario Infrastructure and Lands Corporation (OILC) containing the following information.

Eligible Category	Loan Amount
Sewage Treatment Infrastructure	\$4,364,148.00
Clean Water Infrastructure	\$419,397.00
	-----
<b>Total</b>	<b>\$4,783,545.00</b>

<b>Name of Borrower:</b>	Temiskaming Shores, The Corporation of The City of	<b>Name of Treasurer's (or equivalent):</b>	<u>Laura-lee MacLeod</u>
<b>Address:</b>	325 Farr Drive P0J 1K0 ON	<b>Telephone Number:</b>	<u>705-672-3363 x4121</u>
		<b>ID:</b>	54010

The undersigned certifies that he/she has read the OILC loan program guidelines and all information provided to OILC is accurate and complete. The undersigned acknowledges that some information provided may be shared with the line ministries to provide technical expertise to OILC. Applicant agrees to provide OILC with additional information as required in order to process the loan.

**Treasurer's (or equivalent) Signature:** Laura-lee MacLeod      **Date:** Oct 25, 2016



**SCHEDULE "C"**  
**ADDRESSES FOR NOTICE**

Ontario Infrastructure and Lands Corporation

1 Dundas, 20<sup>th</sup> floor

Toronto, Ontario

M5G 2L5

Attn: Loan Operations

Fax: 416-263-5900

The Corporation of The City of Temiskaming Shores

325 Farr Drive PO Box 2050

Haileybury, ON

P0J 1K0

Attn: Laura Lee MacLeod, Treasurer

Fax: 705-672-3200

**SCHEDULE "D"**

**PRE-AUTHORIZED DEBIT AND ACCOUNT FOR DEPOSIT  
THE CORPORATION OF THE CITY OF TEMISKAMING SHORES**

**(1) Company Information**

Full Legal Name: Ontario Infrastructure and Lands Corporation

Address: 1 Dundas Street West Suite 2000 City: Toronto

Province: ON Postal Code: M5G 2L5 Phone #: 416-326-1149

**(2) Customer Information**

Full Legal Name: \_\_\_\_\_

Exact account name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Phone #: \_\_\_\_\_

**[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]**

**(3) Financial Institution Information (Note: Please attach VOID cheque)**

**(i) Inflow of Deposits**

Name of Financial Institution: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Phone #: \_\_\_\_\_

Transit #: \_\_\_\_\_ Institution #: \_\_\_\_\_ Account #: \_\_\_\_\_

**(ii) Outflow of Pre-Authorized Debit**

- Same as above
- If different from above fill out banking information below

Name of Financial Institution: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Phone #: \_\_\_\_\_

Transit #: \_\_\_\_\_ Institution #: \_\_\_\_\_ Account #: \_\_\_\_\_

Sample of the numbering at the bottom of a cheque

001234	01234 - 001		111-222-3
↓	↙	↘	↓
Cheque #	Transit #	Institution #	Account #

**PRE-AUTHORIZED DEBIT AND ACCOUNT FOR DEPOSIT**  
**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES**

Attach VOID Cheque Here:

Sample:

001

YOUR NAME  
123 ANY STREET  
YOUR TOWN, PROVINCE M4P 1V5

DATE 

Y	Y	Y	Y	M	M	D	D
Y	Y	Y	Y	M	M	D	D

PAY TO THE ORDER OF \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ / 100 DOLLARS

YOUR FINANCIAL INSTITUTION  
456 MAIN STREET  
YOUR TOWN, PROVINCE I1L 1L1

MEMO **Transit/Branch #** **Financial Institution #** **Bank Account #**

⑈00⑈ ⑆⑆ 1 2 3 4 5 ⑆⑆ 6 7 8 ⑆⑆ 1 2 3 ⑆⑆ 4 5 6 ⑆⑆ 7 ⑆⑈

1. Purpose of Debits

Business PAD

2. Pre Notification of Amounts

**Fixed Amounts:** The Company will provide written notice of the amount to be debited and the date of the debit at least ten (10) calendar days before the date of the first debit and every time there is a change in the amount or payment date.

**Variable Amounts:** The Company will provide written notice of each amount to be debited and the date of the debit at least ten (10) calendar days before the date of each debit.

The Customer and Company hereby agree to waive the above pre notification requirements.

Authorized Signature of Customer:

\_\_\_\_\_  
**THE CORPORATION OF THE CITY OF  
TEMISKAMING SHORES**

Name:

Title:

Authorized Signature of Customer:

\_\_\_\_\_  
**THE CORPORATION OF THE CITY OF  
TEMISKAMING SHORES**

Name:

Title:

Authorized Signature of Company:

\_\_\_\_\_  
**ONTARIO INFRASTRUCTURE AND LANDS  
CORPORATION**

Name:

Title:

3. Rights of Dispute

The Customer has certain recourse rights if any debit does not comply with this Authorization. For example, the Customer has the right to receive reimbursement for any debit that is not authorized or is not consistent with this Authorization. To obtain more information on the Customer's recourse rights, the Customer may contact its financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca).

The Customer may dispute a debit under the following conditions: (i) the debit was not drawn in accordance with this Authorization; or (ii) amounts were drawn after this Authorization was revoked or cancelled in accordance with paragraph 4 below.

In order to be reimbursed, the Customer must complete a declaration form / reimbursement claim, in the form provided by the Bank, at the above indicated branch of the Bank up to and including ten (10) business days after the date on which the debit in dispute was posted to the Customer's account.

The Customer acknowledges that disputes after the above noted time limitations are matters to be resolved solely between the Company and Customer.

#### **4. Terms of Authorization to Debit the Above Account**

The Customer authorizes the Company to debit the above account(s) for all payments of principal, interest and other amounts payable to the Company from time to time in respect of the Customer's indebtedness to the Company in accordance with the terms of the financing agreement between the Company and the Customer dated as 17th day of November, 2016 (the "Financing Agreement").

The Customer authorizes the Company to debit the above account(s) for amounts payable to the Company if the Customer fails to provide written notice to the Company of any change to the terms of a Debenture at least five (5) Business Days prior to the date the Company is scheduled to set the interest rate for a Debenture, as defined in the Financing Agreement.

The Bank is not required to verify that any debits drawn by the Company are in accordance with this Authorization or any agreement made between the Customer and the Company.

This Authorization is to remain in effect and may not be revoked or cancelled until the Company has received written notification from the Customer of its change or cancellation in accordance with this Authorization. This Authorization may only be revoked or cancelled by the Customer upon thirty (30) days' written notice to the Company and provided that the Customer designates alternative account(s) and delivers new pre-authorized debit agreement(s) in respect of the new account(s) for purposes of effecting debits of the Customer's obligations under the Financing Agreement. The Customer may obtain a sample cancellation form, or more information on the right to cancel a PAD Agreement by visiting [www.cdnpay.ca](http://www.cdnpay.ca).

This Authorization applies only to a method of payment and cancellation of this Authorization does not mean that the Customer's contractual obligations to the Company are ended, and nor does this Authorization otherwise modify or detract from any of the Customer's obligations to the Company.

The Customer will notify the Company promptly in writing if there is any change in the above account information. The Customer may contact the Company in accordance with notification provisions set forth in the Financing Agreement.

The Customer consents to the disclosure of any personal information that may be contained in this Authorization to the Bank at which the Company maintains its account to be credited with the debits as far as any such disclosure of personal information is

related to and necessary for the proper application of the Rules of the Canadian Payments Association.

Any delivery of this Authorization to the Company constitutes delivery by the Customer to the Bank. It is warranted by the Customer that all persons whose signatures are required to sign on the above account have signed this Authorization. The Customer acknowledges receipt of a signed copy of this Authorization.

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Signature(s) or Authorized Signature(s) of Account Holder(s) (Date)

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Signature(s) or Authorized Signature(s) of Account Holder(s) (Date)

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

**By-law No. 2016-179**

**Being a by-law to authorize borrowing from time to time  
to meet current Expenditures during the Fiscal Year  
ending December 31, 2017**

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

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

**And whereas** Council considered Memo No. 029-2016-CS at the December 6, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to authorize borrowing for the 2017 fiscal year for consideration at the December 6, 2016 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 the Treasurer are hereby authorized to borrow, from time to time during the year 2017 (hereinafter referred to as the current year), such sums as may be necessary to meet the current expenditures of the municipality for the year, including amounts required in the year as set out in Section 407 subsection (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, until the taxes are collected and other revenues are received.
2. That a promissory note of bankers' acceptance made under Section 1 shall be signed by the Head of Council or such other person as is authorized by by-law to sign it and by the Treasurer.
3. That the Terms and Conditions for credit facilities available to The Corporation of the City of Temiskaming Shores from the Bank of Nova Scotia as set out in Schedule "A", hereto attached and forming part of the by-law, are hereby accepted.
4. That the Mayor and Treasurer are hereby authorized to enter into a Security Agreement with the Bank of Nova Scotia, a copy of which is attached hereto as Schedule "B" and forming part of this by-law.



5. That the Terms and Conditions for credit facilities available to The Corporation of the City of Temiskaming Shores from the Bank of Nova Scotia are hereby accepted.
6. That the total amount which may be borrowed at any one time under this by-law, together with the total of any similar borrowings that have not been repaid, shall not exceed the limits as outlined in Section 407, subsection 2, of the Municipal Act, 2001, S.O. 2001, c.25, as amended.

**Read a first, second and third time and finally passed** this 6<sup>th</sup> day of December, 2016.

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Mayor – Carman Kidd

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Clerk – David B. Treen

TERMS AND CONDITIONS

CREDIT NUMBER: 01

AUTHORIZED AMOUNT: \$2,000,000

TYPE

Operating Line

PURPOSE

General operating requirements

CURRENCY

Canadian dollars

AVAILMENT

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

INTEREST RATE

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

REPAYMENT

Advances are repayable on demand

SPECIFIC SECURITY

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

Agreement re Operating Credit Line

SPECIFIC CONDITIONS

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

January 1 to September 30 of each year:

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

October 1 to December 31 of each year:

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

TYPE

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

PURPOSE

To assist with the acquisitions of new equipment

AVAILMENT

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

INTEREST RATE

Direct Advances

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

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

Scotia Lease/Conditional Sales Contract

Floating Rate Option:

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

Fixed Rate Option:

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

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

OTHER FEES

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

DRAWDOWN

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

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

## REPAYMENT

### Direct Advances

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

### Scotia Lease – ABC Purchase Option

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

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

### Scotia Lease – \$1 Purchase Option

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

## PREPAYMENT

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

### Direct Advances

#### Floating Interest Rate:

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

#### Fixed Interest Rate:

Prepayment of any advance made by the Bank pursuant to this loan agreement (each an Advance”), in whole or in part, is permitted at any time. In addition to any other amount then payable by the Borrower pursuant to the terms hereof (including, without limitation, accrued interest) in respect of the amount being prepaid (the “Prepayment Amount”), the Borrower shall pay to the Bank an amount equal to the greater of:

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

Prepayment Amount is paid to the Bank to, but excluding, the scheduled repayment date of the relevant Advance.

Scotia Lease/Conditional Sales Contract

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

SPECIFIC SECURITY

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

Direct Advances

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

Scotia Lease

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

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

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

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

Resolution of the Council authorizing leases.

SPECIFIC CONDITIONS

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

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

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

CREDIT NUMBER: 03

AUTHORIZED AMOUNT: \$750,000

TYPE

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

PURPOSE

Business expenses

CURRENCY

Canadian Dollars

SPECIFIC SECURITY

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

ScotiaVisa Business Card Agreement

GENERAL SECURITY, TERMS AND CONDITIONS APPLICABLE TO ALL CREDITS

GENERAL SECURITY

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

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

Security Agreement, Municipalities and School Boards

Banking Resolution, Municipalities and a supporting List of Officers

GENERAL CONDITIONS

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

The Borrower agrees to:

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

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

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

GENERAL BORROWER REPORTING CONDITIONS

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

Annual Audited Consolidated Financial Statements of the Borrower, within 150 days of

the Borrower's fiscal year end duly signed.

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

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

Copy of current Security Agreement in January of each year.

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

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

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

### FEES

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

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

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

## SCHEDULE "A"

### ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO ALL CREDITS

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

#### 1. Calculation and Payment of Interest

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

#### 2. Interest on Overdue Interest

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

#### 3. Indemnity Provision

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

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



4. Environment

The Borrower agrees:

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

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

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

5. Periodic Review

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

6. Evidence of Indebtedness

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

**7. Acceleration**

- (a) All indebtedness and liability of the Borrower to the Bank payable on demand, is repayable by the Borrower to the Bank at any time on demand;
- (b) All indebtedness and liability of the Borrower to the Bank not payable on demand, shall, at the option of the Bank, become immediately due and payable, the security held by the Bank shall immediately become enforceable, and the obligation of the Bank to make further advances or other accommodation available under the Credits shall terminate, if any one of the following Events of Default occurs:

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

    - (A) the Borrower or any guarantor of the Borrower; or
    - (B) any property, equipment, or business activities of the Borrower or any guarantor of the Borrower.

**8. Costs**

All costs, including legal and appraisal fees incurred by the Bank relative to security and other

documentation and the enforcement thereof, shall be for the account of the Borrower and may be charged to the Borrower's deposit account when submitted.

**Security Agreement  
Municipalities and School Boards**

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

**Whereas** by the passage of By-Law No. 2016-179 by The Corporation of the City of Temiskaming Shores on the 6<sup>th</sup> day of December, 2016 authority was given to the Treasurer together with the Mayor to borrow from the Bank the sum or sums therein mentioned and this Agreement was authorized.

**And whereas** the Corporation desires to borrow the said sum or sums from the Bank.

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

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

**In witness whereof** the Corporation has caused this agreement to be executed by its proper officers as required by law this 6<sup>th</sup> day of December, 2016.

Municipal Seal

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**Corporation of the City of  
Temiskaming Shores**

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Mayor – Carman Kidd

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Treasurer – Laura-Lee MacLeod

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

**By-law No. 2016-182**

**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 November 22, 2016 and its Regular  
meeting held on December 6, 2016**

**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 **November 22, 2016** and its Regular meeting held on **December 6, 2016** 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 6<sup>th</sup> day of December, 2016.

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Mayor – Carman Kidd

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Clerk – David B. Treen