



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, January 8, 2019
6:00 P.M.
City Hall Council Chambers – 325 Farr Drive

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 – December 20, 2018

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

7.1. *Application for Zoning By-law Amendment – ZBA-2018-04*

Owner: City of Temiskaming Shores

Subject Land: All Manufacturing Industrial (M2) Zones

Purpose: The purpose of the application is to rezone Manufacturing Industrial (M2) zones to add Marijuana Production Facility as a permitted use.

8. **Question and Answer Period**

9. **Presentations / Delegations**

a) Doug Walsh, Director of Public Works and Einas Makki, Rotary Club President

Re: Splash Pad Project Update

Draft Motion

Be it resolved that Council acknowledges the presentation regarding the Splash Pad Project.

10. **Communications**

a) Lisa MacLeod, Minister – Ministry of Children, Community and Social Services

Re: DSSAB Governance and Accountability Review Final Report

Reference: Received for Information

- b) Jamie McGarvey – President – Association of Municipalities Ontario (AMO)

Re: AMO Membership 2019-2020

Reference: Received for Information

- c) Nicole Guertin – Resident – Can Eat Smart Initiative

Re: Support – On-line educational initiative – Eatable Cannabis Products

Reference: Received for Information

- d) Bruce Robertson, Vice President – Ontario Power Generation

Re: Standing Invitation to meet

Reference: Received for Information

- e) Dr. Fred Gibbons, President &CEO – Northern College

Re: Economic Impact in the Community

Reference: Received for Information

- f) Judy Dezell, Director – LAS Natural Gas Program

Re: 2016-17 Period Reserve Fund Rebate (\$7,431.88)

Reference: Received for Information

- g) Scott Fisher, Project Manager – Professions North / Nord

Re: Attracting talent to Northern Ontario initiative

Reference: Referred to the Economic Development Officer

Draft Motion

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

11. Committees of Council – Community and Regional

Draft Motion

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

- a) Minutes of the Committee of Adjustment meeting held on September 26, 2018;
- b) Minutes of the Timiskaming Board of Health meeting held on October 3, 2018;
- c) Third Quarter Report to the Board of Health from the Timiskaming Health Unit;
- d) Minutes of the Timiskaming Board of Health meeting held on November 7, 2018;
- e) Healthy Kids and Healthy Eating - Board of Health Report – Timiskaming Health Unit;
- f) Youth Tobacco Prevention - Board of Health Report – Timiskaming Health Unit;
- g) Minutes of the District of Timiskaming Social Services Administration Board meeting held on June 20, 2018;
- h) Minutes of the District of Timiskaming Social Services Administration Board meeting held on August 15, 2018;
- i) Minutes of the District of Timiskaming Social Services Administration Board meeting held on September 19, 2018;
- j) Minutes of the District of Timiskaming Social Services Administration Board meeting held on October 17, 2018; and
- k) Minutes of the Temiskaming Shores Accessibility Advisory Committee meeting held on December 4, 2018;

12. Committees of Council – Internal Departments

Draft Motion

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

- a) Minutes of the Building Committee meeting held on October 18, 2018;
- b) Minutes of the Building Committee meeting held on November 15, 2018;
- c) Minutes of the Public Works Committee meeting held on October 18, 2018;
- d) Minutes of the Public Works Committee meeting held on November 15, 2018;
- e) Minutes of the Protection to Persons and Property Committee meeting held on October 18, 2018;
- f) Minutes of the Protection to Persons and Property Committee meeting held on November 15, 2018;
- g) Minutes of the Protection to Persons and Property Committee meeting held on December 12, 2018;

13. Reports by Members of Council

14. Notice of Motions

15. New Business

- a) **Administrative Report No. CGP-001-2019 – Certified Site Program Funding Extension**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby

acknowledges receipt of Administrative Report No. CGP-001-2019;

That Council directs staff to prepare the necessary by-laws to enter into agreements with her Majesty the Queen in Right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade to extend the Hawn East and Hawn West Certified Sites in the Dymond Industrial Park for an additional two years for consideration at the January 8, 2019 Regular Council meeting; and

That Council directs staff to prepare the necessary by-laws to enter a Licence Agreement with her Majesty the Queen in Right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade for the use of *Investment Ready: Certified Site* Official Marks for consideration at the January 8, 2019 Regular Council meeting.

b) Administrative Report No. CGP-002-2019 – CJTT Lifestyles 2019 and Earlton Farm Show 2019

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CGP-002-2019;

That Council directs staff to register to exhibit at the Earlton Farm Show, April 12 & 13, 2019 to provide information on programs and activities that support agriculture in our area and supports the provision of a draw prize and support for the school bus program to enable area schools to be able to attend the event; and

That Council directs staff to register to exhibit at the CJTT Lifestyles event, April 26 & 27, 2019 to provide information on City programs and activities as well as selling fire permits and animal tags at \$10 off the regular rate and \$5 off Senior rate, and agrees to offer a draw prize for a six (6) month gym membership to the Waterfront Pool & Fitness Centre and promotional items.

c) Memo No. 001-2019-CS – Appointments to Committees and Boards of Council

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 001-2019-CS; and

That Council directs staff to prepare the necessary by-law to appoint

community representatives to various Committees and Boards for the 2019-2022 Term of Council.

d) Administrative Report No. CS-001-2019 – Health and Safety Policy and Program

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-001-2019;

That Council confirms it has reviewed the City of Temiskaming Shores Health and Safety Policy and Guidelines for the Structure and Function of the Temiskaming Shores Joint Health and Safety Committee (TSJHSC) in accordance with the Occupational Health and Safety Act; and

That Council acknowledges that the TSJHSC will continue to operate under the requirements of the Occupational Health and Safety Act.

e) Administrative Report No. CS-002-2019 – Harassment and Violence in the Workplace

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-002-2019; and

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

f) Administrative Report No. CS-003-2019 – Cannabis Retail Locations

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-003-2019; and

That Council permits licensed recreational cannabis retail stores within the City of Temiskaming Shores in accordance with the *Cannabis License Act*.

16. **By-laws**

Draft Motion

Be it resolved that:

By-law No. 2019-018 Being a by-law to appoint community representatives to various Committees and Boards for the 2019-2022 Term of Council

By-law No. 2019-019 Being a by-law to authorize the execution of an agreement between Her Majesty the Queen in right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade for Transition Funding under Certified Site Program - East side of Hawn Drive within the Dymond Industrial Park

By-law No. 2019-020 Being a by-law to authorize the execution of an agreement between Her Majesty the Queen in right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade for Transition Funding under Certified Site Program - West side of Hawn Drive within the Dymond Industrial Park

By-law No. 2019-021 Being a by-law to authorize the execution of an agreement between Her Majesty the Queen in right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade for use of *Investment Ready: Certified Site Official Marks* for Hawn Drive within the Dymond Industrial Park

By-law No. 2019-022 Being a by-law to provide for an Interim Tax Levy for the payment of taxes and to establish penalty and interest charges

By-law No. 2019-023 Being a by-law to authorize borrowing from time to time to meet current Expenditures during the Fiscal year ending December 31, 2019

be hereby introduced and given first and second reading.

Draft Motion

By-law No. 2019-018;

By-law No. 2019-019;

By-law No. 2019-020;

By-law No. 2019-021;

By-law No. 2019-022; and

By-law No. 2019-023.

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) Special Council Meeting – Tuesday, January 15, 2019 (Budget) at 6:00 p.m.
- b) Regular Council Meeting – Tuesday, January 22, 2019 at 6:00 p.m.
- c) Special Council Meeting - Tuesday, January 29, 2019 (Budget) at 6:00 p.m.

18. Question and Answer Period

19. Closed Session

20. Confirming By-law

Draft Motion

Be it resolved that By-law No. 2019-024 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular Meeting held on **January 8, 2019** be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that By-law No. 2019-024 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 _____ p.m.



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, December 18, 2018
6:00 P.M.
City Hall Council Chambers – 325 Farr Drive

Minutes

1. Call to Order

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

2. Roll Call

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

Present: David B. Treen, Municipal Clerk
Doug Walsh, Director of Public Works
Shelly Zubyck, Director of Corporate Services
Paul Allair, Superintendent of Parks
Jeff Thompson, Superintendent of Programs
Jennifer Pye, Planner
James Franks, Economic Development Officer

Regrets: Christopher W. Oslund, City Manager

Media: Diane Johnston, Temiskaming Speaker
Bill Buchberger, CJTT 104.5 FM

Members of the Public Present: 33

3. Review of Revisions or Deletions to Agenda

None

4. Approval of Agenda

Resolution No. 2019-014

Moved by: Councillor Foley

Seconded by: Councillor Jelly

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

Councillor Foley disclosed a pecuniary interest in regards to Item 19 f) Under Section 239 (2)(d) of the Municipal Act, 2001 – Labour Relations – Pay Equity Update

6. Review and adoption of Council Minutes

Resolution No. 2019-015

Moved by: Councillor McArthur

Seconded by: Councillor Laferriere

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

- a) Regular meeting of Council – October 9, 2018
- b) Special meeting of Council – October 16, 2018
- c) Special meeting of Council – November 13, 2018
- d) Inaugural meeting of Council – December 3, 2018

Carried

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

7.1. Land Purchase Request (LM-2018-01) – 115164 Quarry Road

Owner: Mike Fila

Subject Land: Parts 1 and 2 on Plan 54R-6054

Purpose: To acquire lands such that the driveway is located on his property and be in compliance with the zoning by-law from a side yard setback perspective.

Mayor Kidd indicated that the public meeting scheduled tonight is to consider an application to purchase municipally owned property and that the public meeting serves two purposes: first, to present to Council and the public the details and background to the proposed purchase and secondly, to receive comments from the public and agencies before a decision is made by Council.

Mayor Kidd declared the meeting to be open and asked the Clerk, Dave Treen to provide the background to the proposed application.

Municipal Clerk, Dave Treen, utilizing powerpoint, indicated that the application from Mike Fila to purchase a portion of Lakeview Avenue is for lot addition purposes and had been circulated to internal departments for comment. Memo 005-2018-CS was considered at the February 6, 2018 Regular meeting with Council authorizing staff to proceed with the potential land sale.

Mr. Treen illustrated the location of the subject property through an aerial photograph being located 115164 Quarry Road. Subsequent to Council approval to move forward a deposit was attained for the preparation of Reference Plan 54R-6054. Council will be considering a by-law this evening for the Stopping Up and Closing of a portion of Lakeview Avenue and laneway being Parts 1 & 2 on Plan 54R-6054.

It is being recommended that disposition of the land be a direct sale to Mr. Fila and the valuation of the subject property is \$2,281.70 and that Mr. Fila is responsible for all costs (i.e. survey, legal, registration, etc.).

Mr. Treen concluded by indicating that, conditional on any public comments this evening, the Stop Up and Close by-law will be considered and registered at the Land Registry Office and anticipates preparing a By-law for the Purchase and Sale of the subject land at the January 8, 2019 Regular Council meeting.

Mayor Kidd thanked Mr. Treen and inquired if there were any questions or comments from members of the public; with none Mayor Kidd inquired if there were any questions or comments from Council. With none, Mayor Kidd declared the public meeting to be closed.

7.2. Cannabis License Act

Purpose: The Province of Ontario, under the Cannabis License Act, has given municipalities the option of prohibiting cannabis retail stores within their jurisdiction. Municipalities have until January 22, 2019 to notify the Provincial Government if they wish to prohibit cannabis retail stores.

Mayor Kidd indicated that the public meeting scheduled tonight serves two purposes; firstly to present to Council and the public details and background into Provincial regulations surrounding the permitting of retail sale of cannabis within a municipality; and secondly, to receive comments from the public and agencies before a decision is made by Council.

Mayor Kidd declared the meeting to be open and to be a public meeting and ask the Planner, Jennifer Pye to provide the background to the regulations.

Jennifer Pye, utilizing powerpoint, indicated that private storefronts for retail cannabis sales are regulated through the Provincial Government and among other requirements cannot be located within 150 m of a school. The regulations also outline qualifications of owners/operators/ staff as well as the operation and processes for retail stores.

Jennifer stated that the Provincial Government has given municipalities the option of opting out of permitting cannabis retail stores within their boundaries, however the municipality must notify the Alcohol and Gaming Commission of Ontario no later than January 22, 2019 if opting-out of permitting retail stores. If a municipality does opt-out it can reverse the decision after January 22, 2019, but will not be eligible for any additional funding.

Jennifer indicated that retail stores are a permitted use in the C1, C1A, C2 and C3 zones - basically the downtown cores of Haileybury and New Liskeard as well as the Commercial strip in Dymond. Anyone considering opening a Retail Store must first apply to the Province through the Alcohol, Cannabis and Gaming Commission; which includes public notification of the application as well as request for written comments from the municipality and its residents.

It was indicated that \$40 M has been allocated under the Ontario Cannabis Legalization Implementation Fund (OCLIF) with the first payment (\$255 per 100 households - \$12,368 for T. Shores) and a second payment of at least \$5,000, however a municipality that has opted out will receive a maximum of \$5,000. Eligible expenses under the OCLIF program include enforcement, response to public inquiries, paramedic services, fire services, by-law/policy development; but cannot be used for costs funded or reimbursed by another government body or third party or cost related to cannabis legalization.

Jennifer also read five written comments received all of which were in support of retail stores.

Mayor Kidd thanked Jennifer for the presentation and inquired if there were any questions or comments from members of the public.

Carol Stark (New Liskeard)

On behalf of all medical marijuana patients there is no reason for patients to wait 5-10 days to receive their medicine and supports the permitting of retail cannabis stores.

Carol Lonsdale (Haileybury)

Approves of cannabis retail outlets as the product is regulated and will be safe in comparison to the illegal market. Carol outlined that she had a cousin die at the age of 22 years from drugs that were spiked with fentanyl and if her product was purchased at a retail outlet she would still be here today.

Nicole Guertin (Haileybury)

Nicole would like to speak specifically to eatables as a few weeks ago she was offered an eatable (cookie) and tried it for the first time. Subsequent to the cookie she went home and had some really bad effects causing her to attend the emergency room at the hospital. Nicole's concern is with the introduction of eatables would the cause and effect be if a child had eaten the cookie, thus she has initiated a project called "Can Eat Smart" – approximately 17% of the population uses cannabis and 50% are now interested in eatables with most of them having never tried cannabis. The Federal Government has legalized marijuana, however with eatables becoming a part of the equation last September she is concerned that once the Food Industry embarks on the eatables there will likely be many more incidents similar to what she experienced.

Nicole is of the opinion that the Government will not tackle the education of eatables as there are too many other avenues that they are focused on, thus she is proposing a simple on-line educational program that provides information to the consumer. Nicole's campaign is to have the educational program for eatables as part of the legalization initiative and would like Council's support as well as FONOM's support (Danny Whalen) for the "Can Eat Smart" program.

Ray (Haileybury)

Ray had supplied Nicole with the cookie and outlined that if she could acquire here cannabis at a retail store she would be confident knowing the percentage of chemicals going into the eatables that she makes. Ray supports Council permitting cannabis retail stores in Temiskaming Shores.

Stephano (Haileybury)

Stephano understands that this meeting is specific to retail stores, however he would like to bring up the concept of safe spaces for the utilization of cannabis. He is of the opinion that people will consume outside of their own homes and feels that having safe spaces should be considered.

Robert Falardeau (Haileybury)

Mr. Falardeau indicated that he grew up in the Tri-Town, and like many others, started doing drugs as a teenager which almost destroyed his life. It started out as a party thing and it became a crutch, and later an anchor.

Robert believes one of the main factors for him starting to smoke pot was because people of influence and authority over him made it easily accessible. In this community, you (Council) are people of influence and authority, and have to decide how you will exercise that authority and this decision will have an impact.

Robert stated that over the last 25 years or so, he has worked with teenagers in order to encourage them not to do drugs, or to stop doing them and has seen many lives ravaged by recreational drugs – most had started by smoking pot and in some cases, like his it was pot that put them at risk.

Mr. Falardeau would like to encourage Council to take a stand against the sale of cannabis in our community. He indicated that many will say that it's not really up to us. It's legal now and supported at the senior levels of government - if Temiskaming Shores does not sell it, then they'll buy it online or in Latchford or Englehart; some might even argue that we are passing up an opportunity for some property taxes and handouts from Queen's Park – what will be the price for ignoring this issue? Although we can't control what happens in Ottawa or in Toronto, Council has been given the opportunity to decide what happens here and the decision will affect your neighbours and your constituents.

Robert outlined that since they have moved back to Temiskaming Shores they have been saddened by the high number of suicides, often affecting young men who suffered from depression and drug abuse; others are currently in jail because of what drugs forced them to do.

Mr. Falardeau stated that perhaps we can't eliminate drugs from our community, but we can take a stand and acknowledge that this is a real problem, and that we refuse to be a part of it. Next time we hear of somebody who was rushed to the hospital or who dropped out of college, or who requires the support of health care professionals for addiction counselling; will we say it wasn't our fault!

Mr. Falardeau concluded by indicating that all of Council has offered their services to this community because they wanted to lead, serve and help make this community better. Making cannabis more available in our municipality will not make it better. Studies in Colorado (legalized cannabis) show that although the legal age to purchase is 21, the number of teenagers that went to the emergency for marijuana related issues almost tripled since legalization. It would be easy to go with the flow, and take a few extra bucks from the provincial government in order to deal with the fallout of cannabis use. Instead, Mr. Falardeau encourages Council to take a stand, do no permit cannabis retail outlets becoming leaders instead of followers.

Serge Girard (Haileybury)

Serge outlined that he suffers from the repercussions of marijuana, entire life he has been put on medications, dealt with different situations and struggled with the side effects. Now that cannabis is legal, he can smoke cannabis, get peace of mind, feel normal, not feel overwhelmed. Marijuana cannot be classified as a drug it is more of substance like tobacco. Cannabis is a good alternative to prescription drugs; if there is no retail store people are going to get it from the black market or wait weeks after ordering on-line.

Walter Humeniuk (Health Unit)

The greatest risk with Cannabis is with our youth. Substance abuse normally occurs before the age of eighteen (18), but can occur before the age of twenty-four (24). If Cannabis is going to be taken out of the hands of the youth it needs to be regulated and the only way to do that is to make it available locally. If it is not made available locally the black market will continue to thrive and our youth will continue to have easy access to it.

Robert Wadge (Haileybury)

Law enforcement cannot tell if someone is smoking legal or illegal cannabis and has concerns with the discarding of joints (health of animals). Concerned with the side effects such as break-ins.

Ben (Haileybury)

There is still a big misconception around the education of Cannabis and has used cannabis for many years for many reasons. Ordering on-line is nothing but a nightmare. Believes this community has much bigger issues with other drugs than it does with marijuana – prescription drugs into the hands of kids. The best way to control it is to regulate it properly and in a controlled environment. In favour of permitted retail stores.

Yves Paille (New Liskeard)

People that use cannabis for medicinal purposes should be able to access the product through pharmacies. Has seen the negative effects of cannabis and has lived with those effects for the past seven years – concern is when someone uses cannabis to self-medicate and what happens when it stops working and they start looking for something else – start using harder drugs. There is a percentage of people out there that should not be taking anything. Advocating for a Men's shelter as there are many people living on the streets due to these impacts.

Mayor Kidd inquired if there were any questions or comments from Council.

Councillor Hewitt outlined that cannabis is a psycho-active drug as is opium and heroine and as an elected official representing the health and wellbeing of our

citizens express a plea to Council to not support the permitting of Retail outlets of Cannabis, solely for recreational purposes, in Temiskaming Shores. Not against the sale of medicinal marijuana, but keep it in the pharmacies. After ten years as a public health promoter, fully understands that addiction are very complex. As a Councillor given power to make decisions based on the needs of the many and have the health and wellbeing of the constituents at heart. According to Canadian Community Health survey (2009-2012) in Timiskaming 41.3% of residents have used cannabis at least once, also only 6.6% have used cannabis in the last 12 months. World Health Organization indicates that cannabis use, especially at a younger age, has caused challenges in every aspect of their wellbeing and is a gateway drug to stronger drugs which is a crisis in our community.

Councillor Hewitt indicated that a major tobacco company has just bid on a \$2.4 Billion marijuana company. The tobacco industry went through class action suites for the marketing and selling of tobacco. There are lots of products that are legislated that do not make sense; for example: residential schools – that does not make sense. Just because it is legislated does not mean it should be supported. You can be sure it will be marketed to the most vulnerable.

Councillor Whalen outlined that this Council has no say in the medicinal cannabis use – this matter relates to recreational use. The most costly aspect for the municipality will be with edibles and home cultivation and agree that more education is required within that sector.

Councillor Jelly indicated that we are here to discuss whether to allow retail outlets in Temiskaming Shores, not on the legalization of cannabis. Given announcements today (Province limiting outlets to 25 across Ontario) it is unlikely that there will be a retail outlet in this area for some time. Understands, similar to alcohol, some people will be able to handle it, it is legal, it is here and the only control we will have is whether it is sold in a retail store.

Councillor McArthur echoed the comments Councillor Jelly and thanked everyone for coming out tonight and participating.

Mayor Kidd thanked everyone for their participation and asked that Council educate themselves further and this matter will be deliberated at a future meeting.

8. Question and Answer Period

None

9. Presentations / Delegations

None

10. Communications

- a) Carman Kidd, Mayor – City of Temiskaming Shores

Re: Letter of Support – Canadian Agricultural Partnership – Cost-Share Funding Assistance Program

Reference: Received for Information

- b) Anna Pace, Chair – Local Planning Appeal Support Centre

Re: Interim Guide to Services and Eligibility for Local Planning Appeal Support Centre

Reference: Received for Information

- c) Jamie Allan, Clerk – Town of Latchford

Re: Request for Support – Closure of Highway 11 for clearance of roadway

Reference: Received for Information

- d) Amanda Quehe, representative – Haileybury Figure Skating Club

Re: Renaming of the Haileybury Arena

Reference: Referred to Senior Management

- e) Greg Gormick – On Trac Strategies

Re: Update – Revival of the ONTC Passenger Service

Reference: Referred to Economic Development Officer

- f) Realty Circulation Portal – Ontario Infrastructure Ontario

Re: Surplus Land – 0.51 Ac. PCL 4565 NND – Lots 226-230 Plan M-73 N.B.

Reference: Referred to the Economic Development Officer

- g) Jamie Hulan, Director (Equipment Division) – Natural Resources Canada
Re: Amendments to the Energy Efficiency Regulations, 2016
Reference: Referred to the Economic Development Officer
- h) John Vanthof, MPP Timiskaming-Cochrane
Re: Congratulations newly elected Council
Reference: Received for Information
- i) Jessica Trepanier, Minister’s Office – Ministry of the Attorney General
Re: Regulations for the Licensing and Operation of Private Cannabis Stores
Reference: Referred to Senior Staff for a Report
- j) Monica Turner, AMO Director of Policy – Association of Municipalities of Ontario
Re: Ontario Government – Legislation impacting Fire Sector
Reference: Received for Information
- k) Derek Mundle, Reeve – Township of Ewanturel
Re: Request for Support – Maintenance of ONTC Rail Crossings at Municipal roadways
Reference: Motion to be presented under New Business
- l) Bryan Searle, Municipal Advisor – Ministry of Municipal Affairs and Housing
Re: Financial Indicator and Municipal Financial Profile – City of Temiskaming Shores

Reference: Received for Information

- m) Honourable Steve Clark, Minister - Ministry of Municipal Affairs and Housing

Re: Acknowledgement Letter - Delegation meeting at 2018 AMO Conference

Reference: Received for Information

- n) Honourable Vic Fedeli, Minister of Finance – Ministry of Finance

Re: Allocation of Ontario Cannabis Legalization Implementation Fund (OCLIF)

Reference: Referred to Senior Staff

- o) Honourable Steve Clark, Minister of Municipal Affairs and Housing

Re: Congratulations on 2018 Municipal Election

Reference: Received for Information

- p) Jamie McGarvey, President – Association of Municipalities of Ontario (AMO)

Re: Congratulations on 2018 Municipal Election

Reference: Received for Information

- q) Honourable Steve Clark, Minister – Ministry of Municipal Affairs and Housing

Re: Municipal Reporting Burden

Reference: Received for Information

- r) OCWA Training Division

Re: Invitation to Council members – Standard of Care

Reference: Training added to Schedule of meetings

Resolution No. 2019-016

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

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

Carried

11. Committees of Council – Community and Regional

Resolution No. 2019-017

Moved by: Councillor Jelly

Seconded by: Councillor Whalen

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

- a) Minutes of the Timiskaming Health Unit Board of Health meeting held on September 5, 2018;
- b) Minutes of the Temiskaming Shores Public Library meeting held on September 19, 2018;
- c) September 2018 Earlton-Timiskaming Regional Airport Authority Activity Report;
- d) Minutes of the Temiskaming Shores Public Library Board meeting held on October 17, 2018;
- e) Minutes of Temiskaming Municipal Association meeting held on October 4, 2018;
- f) Minutes of the Earlton-Timiskaming Regional Airport Authority meeting held on September 20, 2018;
- g) October 2018 Earlton-Timiskaming Regional Airport Authority Activity Report; and
- h) Minutes of the Temiskaming Municipal Association meeting held on November 29, 2018;

Carried

12. Committees of Council – Internal Departments

Resolution No. 2019-018

Moved by: Councillor McArthur

Seconded by: Councillor Foley

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

- a) Minutes of the Recreation Committee meeting held on November 20, 2018;

Carried

13. Reports by Members of Council

None

14. Notice of Motions

None

15. New Business

- a) **Support - Township of Evanturel – Railway Crossing Maintenance**

Resolution No. 2019-019

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Whereas the Township of Evanturel has sent correspondence to the Premier's Office of Ontario outlining the Township's dispute with the Ontario Northland Transportation Corporation (ONTC) arising from maintenance work on level crossings in the Township of Evanturel; and

Whereas the ONTC has initiated an Appeal under the provisions of the *Land Planning Appeals Tribunals Act* as the Township of Evanturel has not made payment on invoices rendered by ONTC for maintenance work on level crossings; and

Whereas Evanturel has retained legal counsel that has sent correspondence to the Land Planning Appeals Tribunal setting out the Township's position that it bears no liability to pay the ONTC for repairs or maintenance at level crossings; and

Whereas Evanturel has requested of ONTC a copy of the Order or any Legislative Authority upon which maintenance costs incurred by ONTC can be invoiced to the Township of Evanturel; and

Whereas the City of Temiskaming Shores is in a similar position in that ONTC invoices for repairs and maintenance at level road crossings within Temiskaming Shores;

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby supports the position of the Township of Evanturel in regards to the invoicing by ONTC for repairs and maintenance at level crossings; and

Furthermore that a copy of this resolution be sent to the Honourable Douglas Ford, Premier of Ontario, Honourable Greg Rickford Minister of Energy, Northern Development and Mines and the Township of Evanturel.

Carried

b) Support – Highway 11 – Two plus one Pilot Project

Resolution No. 2019-020

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Whereas a resolution was circulated on October 6, 2015 requesting support for the Four (4) Laning of Highway 11 from North Bay to Cochrane, which was supported by 34 municipalities from Northeastern Ontario; and

Whereas after meetings with MTO and OPP officials to review traffic counts and other statistics, and being informed that we did not meet the requirements for MTO to consider four (4) Laning of this portion of Highway 11; and

Whereas OPP findings showed that accidents were spread out over the entire length of the highway and not just in certain high-risk areas, with 15% involving Commercial Motor Vehicles, causing death or injuries; and

Whereas Highway 11 is the preferred truck route connecting Ontario to Manitoba and Western Canada, and almost all goods and services travel by truck through the Timiskaming and Cochrane Districts; and

Whereas the amount of transports and tourist traffic has been steadily increasing over the last few years, raising safety issues for those using this two (2) Lane highway; and

Whereas when major accident investigations occur, the road is closed down for periods of 8 to 10 hours, with no detours being available in many areas, resulting in isolation of our residents; and

Whereas the two plus one roads program has been successful in many European countries, as outlined in our attachments;

Now therefore be it resolved that the council of the City of Temiskaming Shores firmly endorses and petitions the Government of Canada, the Government of Ontario and the Ministry of Transportation to develop a pilot project involving a two plus one roads program, somewhere between North Bay and Cochrane; and

Further, that a copy of this resolution be sent to the Honourable Doug Ford, Premier of Ontario; the Honourable Jeff Yurek, Minister of Transportation; John Vanthof, MP for Timiskaming-Cochrane; Victor Fedeli, MP for Nipissing; the Temiskaming Municipal Association (TMA); the Northeastern Ontario Municipal Association (NEOMA).

Carried

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

Resolution No. 2019-021

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby directs the Treasurer to transfer any surplus/deficit budget in 2018 for Transit to/from the Municipal Transit Reserve.

Carried

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

Resolution No. 2019-022

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby directs the Treasurer to transfer any surplus/deficit budget in 2018 for Cemetery to/from the Cemetery Reserve.

Carried

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

Resolution No. 2019-023

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby agrees that any surplus or deficit from the 2018 Municipal Budget General Operations be transferred to or transferred from the Working Fund Reserve account; and

That Council hereby agrees that any surplus or deficit from the 2018 Municipal Budget Environmental Operations be transferred to or transferred from the Environmental Water Working Fund Reserve and/or Environmental Sewer Working Fund Reserve account.

Carried

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

Resolution No. 2019-024

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby directs the Treasurer to transfer any gain realized from the sale of surplus fleet assets in 2018 to the Fleet Replacement Reserve.

Carried

g) Approval to transfer Land Leases and Net Land Sales to Community Development Reserve

Resolution No. 2019-025

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby directs the Treasurer to transfer any land leases to the Community Development Reserve; and

Further directs the Treasurer to transfer the net proceeds derived from the sale of municipal land to the Community Development Reserve.

Carried

h) Appointment of Acting Fire Chief – Steve Langford

Resolution No. 2019-026

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores hereby confirms the appointment of Steve Langford as Acting Fire Chief effective November 26, 2018.

Carried

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

Resolution No. 2019-027

Moved by: Councillor Hewitt

Seconded by: Councillor Laferriere

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

That Council further directs the Treasurer to transfer any funds derived from Auto Extrication to the Fire Equipment Reserve.

Carried

j) Memo No. 025-2018-PW – Musculoskeletal Disorders Policy & Program

Resolution No. 2019-028

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 025-2018-PW;

That Council approves of the Muscularskeletal Disorders (MSD) Prevention Program and Procedures Policy and the MSD Prevention Program Process for the purposes of finalizing the City's efforts and initiating the awareness and assessment portions of the Program.

Carried

k) Administrative Report No. PW-038-2018 – Equipment Rental – Excavator for Emergency Repairs (Water Breaks)

Resolution No. 2019-029

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-038-2018, more particularly Appendix 01 – Tender Results and Appendix 02 – Draft

Agreement;

That as outlined in By-law No. 2017-015, Procurement Policy, Section 10.2, Request for Quotations and Section 6.0 Approval Authority, Council approves the award of the Equipment Rental – Excavator c/w Operator for Water Breaks and repairs to *Pedersen Construction (2013) Inc.* at the following rental rates:

Float Cost: Regular Work Hours - \$135/hr	All Other Hours - \$175/hr
Breaker Attachment: Regular Work Hours - \$225/hr	All Other Hours - \$265/hr
Excavator Working Time: Regular Work Hours - \$130/hr	All Other Hours - \$170/hr

plus HST as applicable; and

That Council directs Staff to prepare the necessary by-law and agreement for the said contract for consideration at the December 18, 2018 Regular Council meeting.

Carried

l) Administrative Report No. RS-011-2018 – WHO Global Network for Age Friendly Cities and Communities Application

Resolution No. 2019-030

Moved by: Councillor Hewitt

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. RS-011-2018;

That Council acknowledges receipt of an invitation from Public Health Agency of Canada (PHAC) to apply for recognition by the World Health Organization (WHO) Global Network for Age-Friendly Cities and Communities; and

That Council authorizes the submission of a completed application seeking to become a recognized Age Friendly Community by (WHO) and (PHAC) and added to the Global Network.

Carried

m) Memo No. 010-2018-CGP – Deeming By-law for 222 Cobalt Avenue

Resolution No. 2019-031

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Whereas Marcel Germain, owner of 222 Cobalt Avenue would like to merge Lots on title through the adoption of a deeming by-law in compliance with the Planning Act in order to create one property with one Roll number; and

Whereas the owner has acknowledged that registration of the pending deeming by-law on title will be at his expense;

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby directs staff to prepare the necessary by-law to deem Lots 222, 224, 226, 228, 230, 232, 234 on Plan M-52 NB, Parcel 21919 SST and Lots 221, 223, 225, 227 on Plan M-52 N.B., Parcel 196774 SST to no longer be Lots on a Plan of Subdivision for consideration at the December 18, 2018 Regular Council meeting.

Carried

n) Memo No. 011-2018-CGP – Deeming By-law for 26 Birch Street

Resolution No. 2019-032

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

Whereas Roy Smith, owner of 26 Birch Street would like to merge Lots on title through the adoption of a deeming by-law in compliance with the Planning Act in order to create one property with one Roll number; and

Whereas the owner has acknowledged that registration of the pending deeming by-law on title will be at his expense;

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby directs staff to prepare the necessary by-law to deem Lots 26 and 27 on Plan M-27T, Parcel 11934 SST to no longer be Lots on a Plan of Subdivision for consideration at the December 18, 2018 Regular Council meeting.

Carried

o) Memo No. 012-2018-CGP – Deeming By-law for 480 Little Street

Resolution No. 2019-033

Moved by: Councillor Foley

Seconded by: Councillor Jelly

Whereas Michael and Kimberley Abraham, owners of 480 Little Street would like to merge Lots on title through the adoption of a deeming by-law in compliance with the Planning Act in order to create one property with one Roll number; and

Whereas the owner has acknowledged that registration of the pending deeming by-law on title will be at his expense;

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby directs staff to prepare the necessary by-law to deem Lots 121 and 124

on Plan M-48 N.B., Parcel 9357 SST and 4312 NND to no longer be Lots on a Plan of Subdivision for consideration at the December 18, 2018 Regular Council meeting.

Carried

p) Memo No. 031-2018-CS – Amendment to By-law No. 2012-101 (Traffic By-law) – Bus Staging area Dymond Street

Resolution No. 2019-034

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 031-2018-CS; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2012-101 to extend the *School Bus Parking Only* area on Dymond Street to the entrance to New Lisheard Public School for consideration at the December 18, 2018 Regular Council meeting.

Carried

q) January to December 2018 Year-to-Date – Capital Financial Report

Resolution No. 2019-035

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of the January to December 2018 Year-to-Date Capital Financial Report for information purposes.

Carried

r) Administrative Report No. CS-037-2018 – Rogers Communications Inc. – Lease Agreement

Resolution No. 2019-036

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-037-2018; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2013-127 exercising the option to extend the term of the lease with Rogers Communications Inc. for a period of five (5) years commencing September 1,

2018 to August 31, 2023 as well as to allow for the addition of one (1), five (5) year extension term commencing September 1, 2023 for consideration at the December 18, 2018 Regular Council meeting.

Carried

s) Administrative Report No. CS-044-2018 – Lease Agreement with Timiskaming Home Support for space at the Haileybury Arena

Resolution No. 2019-037

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-044-2018; and

That Council directs staff to prepare the necessary by-law to enter into a lease agreement with the Temiskaming Home Support for the use of the Lions Den located in the Haileybury Arena from January 1, 2019 to December 31, 2019 for consideration at the December 18, 2018 Regular Council meeting.

Carried

t) Administrative Report No. CS-045-2018 – Lease Amendments – Haileybury Family Health Team and Doctor Currie

Resolution No. 2019-038

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-045-2018;

That Council directs staff to amend By-law No. 2016-169 (lease agreement with Dr. Nichole Currie) for the removal of 91 square feet of office space in the Haileybury Medical Centre for consideration at the December 18, 2018 Regular Council meeting; and

That Council directs staff to amend By-law No. 2018-051 (lease agreement with the Haileybury Family Health Team) for the addition of 91 square feet of office space in the Haileybury Medical Centre for consideration at the December 18, 2018 Regular Council meeting.

Carried

u) Administrative Report No. CS-046-2018 – Municipal Property Tax Policy

Resolution No. 2019-039

Moved by: Councillor Foley

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-046-2018;

That Council directs staff to prepare the necessary by-law to repeal By-laws 2007-045 and 2015-138 and adopt a new Municipal Property Tax Policy for consideration at the December 18, 2018 Regular Council meeting; and

That Council directs staff to amend By-law 2012-039, being a by-law to establish departmental user fees and service charges for consideration at the December 18, 2018 Regular Council meeting.

Carried

v) Administrative Report No. CS-047-2018 – Development Agreement with 2373775 Ontario Inc. for the development of Beach Gardens

Resolution No. 2019-040

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-047-2018; and

That Council directs staff to prepare the necessary by-law to authorize the entering into a Development Agreement with 2373775 Ontario Inc. c.o.b. as Rivard Bros. for the development of property locally known as Beach Gardens for consideration at the December 18, 2018 Regular Council meeting.

Carried

w) Administrative Report No. PPP-009-2018 – Amendment to By-law No. 2004-132 – Emergency Response Plan

Resolution No. 2019-041

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PPP-009-2018, more specifically Appendix 01 – Revised Draft of the City of Temiskaming Shores Emergency Response Plan;

That Council approves the Revised Draft Appendix “01” of the Emergency Response Plan for the City of Temiskaming Shores as presented; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2004-132 to adopt the Revised Draft of the Emergency Response Plan for consideration at the December 18, 2018 Regular Council meeting.

Carried

16. By-laws

Resolution No. 2019-042

Moved by: Councillor Whalen

Seconded by: Councillor Foley

Be it resolved that:

By-law No. 2019-003 Being a by-law to amend By-law No. 2013-127 being a by-law to authorize the Lease of Land to Rogers Communications Inc.

By-law No. 2019-004 Being a by-law to Stop up and Close a Highway – a portion of Lakeview Avenue being Parts 1 and 2 on Plan 54R-6054

By-law No. 2019-005 Being a by-law to amend By-law No. 2004-132, as amended being a by-law to adopt an Emergency Management Program

By-law No. 2019-006 Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision 222 Cobalt Avenue Roll Nos. 54-18-030-012-013.01 and 54-18-030-012-021.00

By-law No. 2019-007 Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision 26 Birch Street Roll Nos. 54-18-030-012-009.00

- By-law No. 2019-008 Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision 480 Little Street Roll No. 54-18-030-012-106.00
- By-law No. 2019-009 Being a by-law to amend By-law No. 2012-101, as amended being a by-law to Regulate Traffic and Parking of vehicles in the City of Temiskaming Shores
- By-law No. 2019-010 Being a by-law to authorize the entering into a Lease Agreement with the Temiskaming Home Support for the use of space at the Haileybury Arena – Lion’s Den
- By-law No. 2019-011 Being a by-law to amend By-law No. 2016-169 being a by-law to authorize the entering into a Lease Agreement with Dr. Nichole Currie for the rental of space at the Haileybury Medical Centre
- By-law No. 2019-012 Being a by-law to amend By-law No. 2018-051 being a by-law to authorize the entering into a Lease Agreement with the Haileybury Family Health Team for the rental of space at the Haileybury Medical Centre
- By-law No. 2019-013 Being a by-law for the adoption of a Municipal Property Tax Policy
- By-law No. 2019-014 Being a by-law to amend By-law No. 2012-039, as amended being a by-law to adopt Schedules of Departmental User Fees and Services for the City of Temiskaming Shores – Municipal Property Tax Policy

By-law No. 2019-015 Being a by-law to authorize the execution of a Development Agreement with 2373775 Ontario Inc. for the development of Beach Gardens

By-law No. 2019-016 Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the rental of an Excavator complete with Operator for Water Break repairs at various locations within the City of Temiskaming Shores

be hereby introduced and given first and second reading.

Carried

Resolution No. 2019-043

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

By-law No. 2019-003;

By-law No. 2019-004;

By-law No. 2019-005;

By-law No. 2019-006;

By-law No. 2019-007;

By-law No. 2019-008;

By-law No. 2019-009;

By-law No. 2019-010;

By-law No. 2019-011;

By-law No. 2019-012;

By-law No. 2019-013;

By-law No. 2019-014;

By-law No. 2019-015; and

By-law No. 2019-016

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

Carried

17. Schedule of Council Meetings

- a) Regular – Tuesday, January 8, 2019 at 6:00 p.m.
- b) Regular – Tuesday, January 15, 2019 at 6:00 p.m. (Budget)
- c) Training – Wednesday, January 23, 2019 at 5:30 p.m. (Standard of Care)

18. Question and Answer Period

None

19. Closed Session

Resolution No. 2019-044

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that Council agrees to convene in Closed Session at 8:00 p.m. to discuss the following matters:

- a) **Adoption of the October 9, 2018 – Closed Session Minutes**
- b) **Under Section 239 (2) (a) of the Municipal Act, 2001 – the security of the property of the municipality – Confidential Administrative Report No. PPP-010-2018 – Critical Infrastructure Identification**
- c) **Under Section 239 (2) (b) of the Municipal Act, 2001 – personal matters about an identifiable individual, including municipal or local board employees – Committee Appointments**
- d) **Under Section 239 (2) (c) of the Municipal Act, 2001 – proposed or pending disposition of land by the municipality – Confidential Administrative Report CS-048-2018 – Craven Industrial Park;**
- e) **Under Section 239 (2) (c) of the Municipal Act, 2001 – proposed or pending disposition of land by the municipality – Confidential Administrative Report CS-049-2018 – Raymond and Roland;**
- f) **Under Section 239 (2) (d) of the Municipal Act, 2001 – labour relations – Pay Equity Update;**

Carried

Resolution No. 2019-045

Moved by: Councillor Foley

Seconded by: Councillor Jelly

Be it resolved that Council agrees to rise with report from Closed Session at 8:49 p.m.

Carried

Matters from Closed Session:

a) Adoption of the October 9, 2018 – Closed Session Minutes

Resolution No. 2019-046

Moved by: Councillor Jelly

Seconded by: Councillor Hewitt

Be it resolved that Council approves the October 9, 2018 Closed Session Minutes as printed.

Carried

b) Under Section 239 (2) (a) of the Municipal Act, 2001 – the security of the property of the municipality – Confidential Administrative Report No. PPP-010-2018 – Critical Infrastructure Identification

Resolution No. 2019-047

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-010-2018 and more specifically Appendix 01 - Revised Draft Critical Infrastructure Identification for the City of Temiskaming Shores; and

That Council accepts the revised Critical Infrastructure Identification which form part of the annual maintenance requirements of the Emergency Management Program as outlined in the said report.

Carried

- c) **Under Section 239 (2) (b) of the Municipal Act, 2001 – personal matters about an identifiable individual, including municipal or local board employees – Committee Appointments**

Council provided direction to staff in Closed Session.

- d) **Under Section 239 (2) (c) of the Municipal Act, 2001 – proposed or pending disposition of land by the municipality – Confidential Administrative Report CS-048-2018 – Craven Industrial Park;**

Council provided direction to staff in Closed Session.

- e) **Under Section 239 (2) (c) of the Municipal Act, 2001 – proposed or pending disposition of land by the municipality – Confidential Administrative Report CS-049-2018 – Raymond and Roland;**

Council provided direction to staff in Closed Session.

- f) **Under Section 239 (2) (d) of the Municipal Act, 2001 – labour relations – Pay Equity Update;**

Staff provided Council with an update on Pay Equity Update.

20. Confirming By-law

Resolution No. 2019-048

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that By-law No. 2019-017 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular Meeting held on **December 18, 2018** be hereby introduced and given first and second reading.

Carried

Resolution No. 2019-049

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that By-law No. 2019-017 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

21. Adjournment

Resolution No. 2019-050

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Be it resolved that City Council adjourns at 8:53 p.m.

Carried

Mayor – Carman Kidd

Clerk – David B. Treen



Zoning By-law Amendment

Application No.: ZBA-2018-04

Applicant: Corporation of the City of Temiskaming Shores

Subject Land:

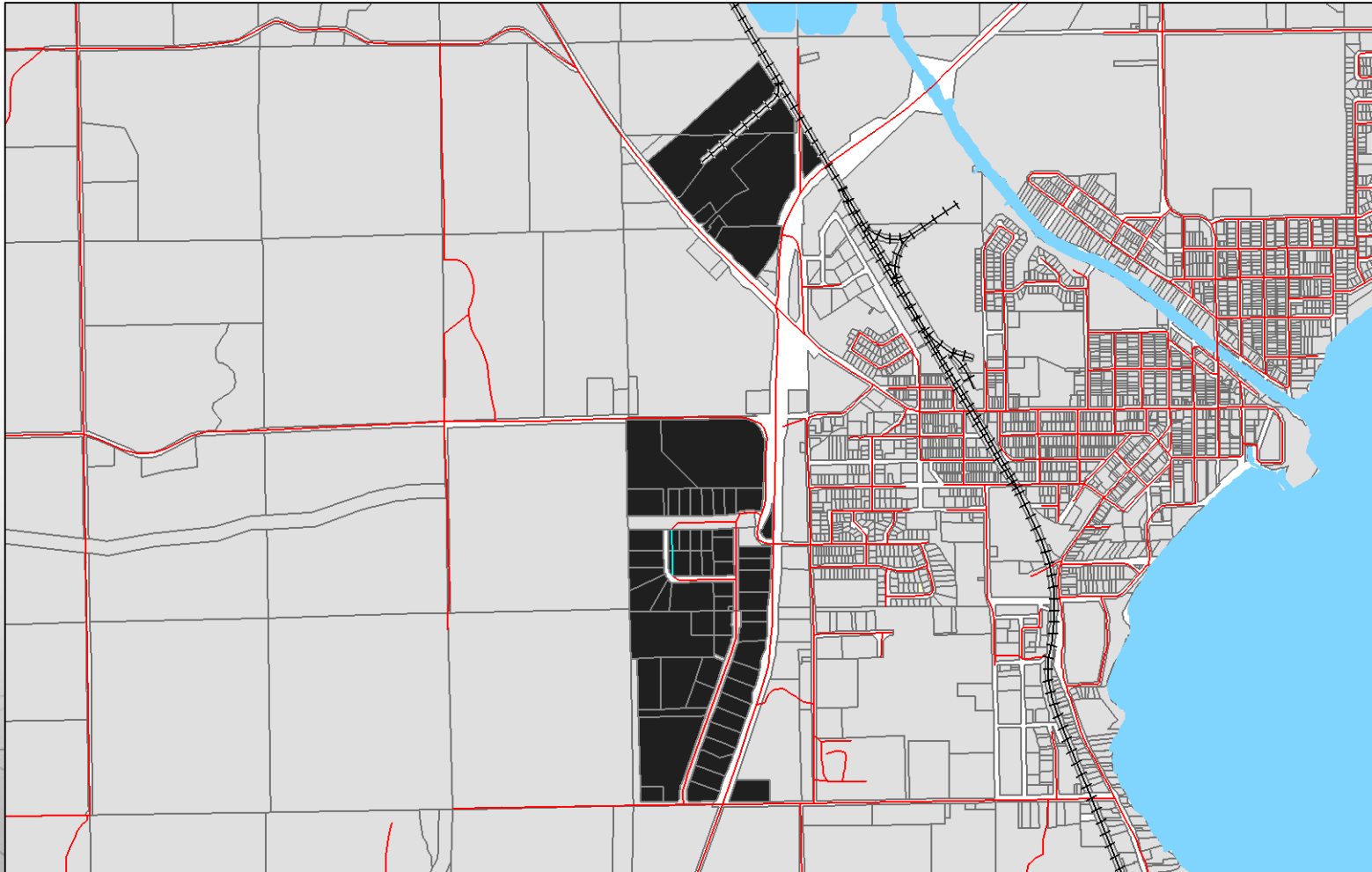
- All lands zoned Manufacturing Industrial (M2)



Background and Purpose of the Amendment

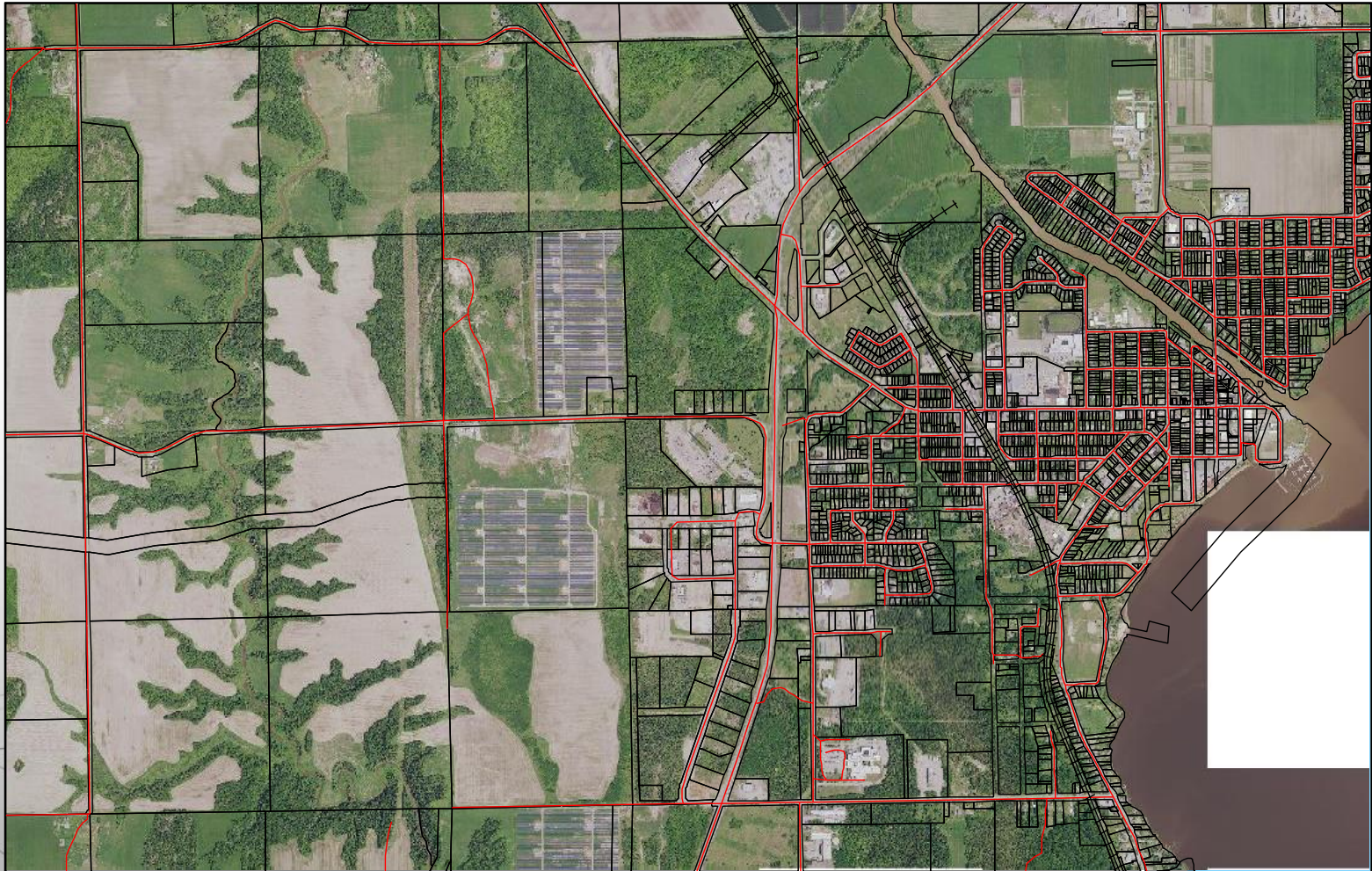
- Marijuana production is an emerging sector;
- Can be considered either an agricultural use or an industrial use:
 - Plants are grown like agricultural crops;
 - Post-harvest processing, packaging, and shipping can be considered industrial uses;
- Inputs and outputs more appropriate for areas with municipal servicing

Public Meeting – Zoning By-law Amendment



ZBA-2018-04 – January 8, 2019

Public Meeting – Zoning By-law Amendment



ZBA-2018-04 – January 8, 2019



Official Plan Designation

- Employment Areas
 - Permitted uses include:
 - ✓ Primarily industrial uses;
 - ✓ May include commercial uses appropriate to a predominately industrial setting;
 - ✓ Uses which support the City's role as an economic and service hub;
 - ✓ Emphasis on manufacturing uses, tourism and service commercial/industrial uses;
 - ✓ Knowledge-based and research uses

Public Meeting – Zoning By-law Amendment



Current Zoning

- Manufacturing Industrial (M2) with two properties having site-specific exceptions
 - ✓ Agricultural Processing Establishment;
 - ✓ Agricultural Produce Warehouse;
 - ✓ Agricultural Services;
 - ✓ Agricultural Supply/Implement Dealership;
 - ✓ Contractor's Establishment;
 - ✓ Crematorium
 - ✓ Dry Cleaning Establishment
 - ✓ Equipment Sales, Service and Rental Establishment;
 - ✓ Heavy Equipment Sales, Services and Rental Establishment;
 - ✓ Industrial Use;
 - ✓ Light Industrial Use;
 - ✓ Marine Sales and Service Establishment;
 - ✓ Motor Vehicle Body Repair Shop;
 - ✓ Printing Establishment
 - ✓ Recreational Vehicle Sales and Service Establishment
 - ✓ Recycling Facility
 - ✓ Sawmill
 - ✓ Transportation Depot
 - ✓ Warehouse
 - ✓ Wayside Pit or Quarry
 - ✓ Wholesale Establishment



Proposed Zoning

- Add “marijuana production facility” as a permitted use in the M2 zone
- Currently defined in the Zoning By-law:

The use of land, or a building or structure or part thereof that is used for growing, producing, processing, testing, destroying, storing, packaging or shipping of marijuana or cannabis authorized by a license issued by the Federal Minister of Health under the Controlled Drugs and Substances Act SC 1996, c 19 as amended, but shall not include any other establishment or use as may be defined or classified in this By-law.



Proposed Zoning

- Not listed as a permitted use in any zone, therefore an amendment would be required for any facility proposed in the City
- Proposing to include as a permitted use in the M2 zone for properties that are on full municipal services
 - Amendment would be required for properties on partial services or private services
 - Considerations: water requirements, volume and quality of wastewater, hydro and natural gas requirements, transportation considerations, separation from sensitive uses
- Site Plan Control will apply



December 20, 2018

Dear Heads of Municipal Councils:

I am writing to share a copy of the District Social Services Administration Board (DSSAB) Governance and Accountability Review Final Report, which was commissioned by the previous government, and to communicate next steps for this work.

The recommendations presented in the report reflect the input heard through consultation with board members, staff and municipal representatives in September and October 2017. The report notes that most participants across all the three groups felt that the Boards were working well and providing vital services to the residents of their Districts.

The report does speak to historical challenges for some Boards related to issues such as the apportionment of costs among municipal members and resolving associated conflicts. It is clear from the report that these issues are complex and influenced by various intersecting elements of the DSSAB governance framework and most importantly that there is no consensus among participants on the best path forward.

As such, the government will not be moving forward to implement the recommendations laid out in the report. However, I have directed ministry staff, working in cooperation with partner ministries, to proceed with focused discussions with the Northern Ontario Service Deliverers Association (NOSDA), the Federation of Northern Ontario Municipalities (FONOM) and the Northwestern Ontario Municipal Association (NOMA) beginning in the new year.

The intent of this work is to identify opportunities in the following three areas of DSSAB governance and accountability:

- Exploring ways to ensure that alternate cost apportionment formulas reflect the collective responsibility of all municipalities for the provision of services to residents in a District;
- Exploring an effective mechanism for resolving conflicts that arise with respect to the apportionment of costs; and
- Enhancing understanding of the role of DSSABs, Board functions and responsibilities and transparency of decision making and communication.

This focused work is best supported by a continued, “status quo” environment for cost apportionment. Therefore, the government has extended the current moratorium on apportionment changes, for an additional 12-month period, through December 31, 2019.

Our government is focused on delivering better results for people through simple, efficient and accountable services. We want to take the time needed to get things right.

I am confident that by working together, we can identify practical, effective improvements to governance practices and accountability mechanisms that promote the principle of collective responsibility, and support accessible, high-quality services for the people of Northern Ontario.

The ministry will be in touch with NOSDA, FONOM and NOMA early in the new year to set plans for the work ahead.

Kindest regards,

Original signed by

Lisa MacLeod
Minister of Children, Community and Social Services
Women’s Issues, Immigration and Poverty Reduction

Enclosure

December 13, 2018

Re: Value of AMO Membership 2019-2020

You would be right to think of AMO as a highly influential policy development and advocacy organization, but it is so much more. We are also a provider of programs of direct support through our Local Authority Services (LAS). We also advance municipal employer interests in OMERS as your sponsor representative through the Municipal Employer Pension Centre of Ontario (MEPCO). Take a few minutes to look at this [video](#) that speaks to our roles. In the meantime, let me highlight a few of the benefits as I ask you to renew your AMO membership.

In the first 100 days of the new provincial government, our work has resulted in positive changes for municipal government in Ontario. We now have fairer and clearer criteria for municipal governments to argue capacity to pay in fire service negotiations and interest arbitration. We now have full, absolute protection for “doublehatter” firefighters and we have seen the repeal of recent labour laws that would have added costs to municipal governments. We know the Government of Ontario is facing a very big fiscal challenge, one that has it looking at every single funding program, including those that support municipal governments and others in the broader public sector. We know consultations are occurring on development charges, housing and reducing the reporting burden on municipal governments – and that is just in one of many ministries that have an impact on municipalities.

Your membership in AMO gives the sector a seat at the provincial table. It gives us the ability to coordinate municipal governments and tap the talents and front-line knowledge of members on any number of topics. The coming year is going to be a pivotal year – a year when the municipal sector needs a strong, clear and united voice. We are a constant and influential voice at Queen’s Park when it is needed most. Please renew your AMO membership.

OMERS is also a significant policy area if you are an OMERS employer. Take a look at your employer pension contributions – which average 10.7%. It is a significant budget line for your municipality. Even with some solid investment returns, OMERS remains in deficit from the last recession. In addition, the future is going to be more challenging for plan sustainability. OMERS estimates that by the year 2030, the ratio of contributing members to retirees will be 1:1. MEPCO is the municipal employers’ pension voice. Its work is critical to protecting municipal employer interests. Without MEPCO, work on pension issues would be weakened and municipal representation would suffer. Employee-side sponsors are fully supported and resourced by their union associations. Employer sponsors must be fully supported too.

I promise that we will continue our hard work on your behalf in 2019. To do that we need your membership in AMO and MEPCO. The related membership invoices have been mailed to your treasury department for payment. Municipal governments are the frontline of governments. Let us work together in 2019. Best wishes to you, your friends and family, and your community for a happy, safe and festive holiday season.

Yours sincerely,



Jamie McGarvey
President

Can Eat Smart Initiative
489 Ferguson Avenue
Haileybury, Ontario

Dear council,

I would like to thank you for the opportunity to have presented to council on December 18th to discuss the topic of edible cannabis in our community. I appreciated the democratic process that was available that evening which permitted everyone to speak on the subject.

As I presented that evening, my specific concern was regarding cannabis edibles that have been added at the last minute in the Cannabis Act. I believe this adage will be a much bigger project to implement and to license which is why I see the need in the - Can Eat Smart Project. While most time will be spent on the legislation of edibles, little resources will be spent initially on the education of consuming edibles to a large market wanting to partake in this experience for the first time. Colorado and California took 2 years before implementing an educational campaign on edibles.

The Can Eat Smart initiative suggests a basic 1-hour online program available in English and French to educate the 50% of Canadians that would like to try cannabis edibles but have no information on the subject.

The key to the success of this project is to have the Can Eat Smart posters required in all stores that are selling cannabis in Ontario. I think an important aspect of this project is our online influence through sellers and distributors. Websites of companies that sell Cannabis/Edibles should have an online button that directly links the consumers to our Can Eat Smart page so that we continue to be an educator during the rollout of this new substance.

A funding application was done to the Women Entrepreneurial Fund for the Can Eat Smart Initiative in 10 languages. Since the successful candidate won't be contacted before April 2019, we have decided to go ahead with the initial phases of the project in English and French and start the process to get support from the Municipalities of Ontario to support the Can Eat Smart initiatives.

On December 22nd, Health Canada released a 60-day consultation on the Proposed Regulations for Edible Cannabis. We are hoping that the support in Ontario can be brought to Health Canada before their deadline to submit suggestions on how education can be a mandatory part of licensing in Canada.

Since the Municipalities have a key role in the legislation of cannabis in their community, we are asking your help to recognize the need for education on cannabis edibles and support the resolution attached to this letter.

Thank you for your time to review this request.

Nicole Guertin
c.c. Resolution- Education Program for Cannabis Edibles

Proposed Resolution

Whereas the federal government has passed legislation legalizing recreational cannabis since October 19th 2018; and

Whereas the Cannabis Act, SC 2018, presently permits Canadians to make cannabis edibles at home; and

Whereas the federal government passed an amendment to the Cannabis Act in the fall of 2018, to permit the selling of cannabis edibles taking effect 1 year after the legalization, being in the fall of 2019; and

Whereas more than 50% of Canadians have expressed an interest in trying cannabis edibles but are afraid of overconsumption; and

Whereas municipalities are responsible for the successful introduction of cannabis edibles in their respective communities; and

Whereas the Alcohol and Gaming Commission of Ontario will oversee the sale and distribution of recreational cannabis through a subsidiary corporation within the Province of Ontario; and

Whereas the municipalities and the province of Ontario, should consider the need for education on the safe consumption of cannabis edibles where products are sold; and

Whereas a Northern Ontario business is proposing an education program which would provide information on the responsible use of cannabis edible to new cannabis users through the CAN EAT SMART initiative;

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby recognizes the need for education on cannabis edibles and supports the CAN EAT SMART initiative; and

Furthermore that a copy of this resolution be sent to and encourages the Federation of Northern Ontario Municipalities (FONOM) for their support.

RECEIVED

DEC 20 2018

P.O. Box 966, 801 Mountjoy Street S. Timmins, Ontario P4N 7H1

December 11, 2018

Mayor Carman Kidd
City of Temiskaming Shores
325 Farr Drive, PO Box 2050
Haileybury, ON P0J 1K0

Dear Mayor Kidd,

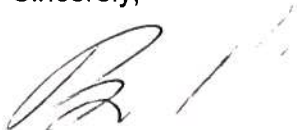
It is my pleasure to congratulate you on your recent re-election as Mayor of Temiskaming Shores. Please accept my best wishes for your success as you continue to take on the responsibilities and challenges of office.

I know how committed you are to your constituents and to your community. As the Vice President of Northeast Operations for Ontario Power Generation's Renewable Generation group, I look forward to our continued working relationship to help ensure the people of Temiskaming Shores have safe, reliable, low-cost energy to power their homes and businesses, and that OPG is a good neighbour in your community. As you know, Temiskaming Shores is very important to us, as our Dymond Service Centre supports three generating stations on the Montreal & Matabitchuan Rivers.

Once you have settled into the new term, I offer a standing invitation to meet, provide briefings, or arrange a tour of our facilities. My staff or I will be in touch to let you know about the many different projects and activities we have at our sites, and determine how we can work together going forward. Should you have any questions for me, please feel free to contact me directly, or work with our Stakeholder Relations Advisor, Kate Cantin. Kate can be reached at 705-267-7033 ext. 3707.

Congratulations again and I wish you the best during your tenure as Mayor.

Sincerely,



Bruce Robertson
Vice President, Northeast Operations
Renewable Generation
Ontario Power Generation



December 13, 2018



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

Dear Mayor Kidd,

We at Northern College are pleased to announce the quantification of our economic impact in the community of Haileybury and the surrounding areas following an in-depth study of our impact and economic presence in our home communities.

The results of an economic impact study conducted on Northern College's Haileybury Campus were significant, quantifying our impact on the business community, generating a return on investment to our major stakeholder groups – students, taxpayers and society.

Using a two-pronged approach that involves an economic impact analysis and an investment analysis, the study calculated the benefits received by each of these groups during the reference year 2016-2017, the year for which complete financial data was available.

During the analysis year, Haileybury Campus and its students added \$23.8 million in income to Northern College's catchment region economy. The unique programs located at the Haileybury Campus, including its signature program Veterinary Technician and its 4 related veterinary science programs, attracted 207 students who relocated from outside the region or from outside of Canada to attend the Haileybury Campus.

These students purchased tuition and books, paid for rental accommodation, groceries, transportation and personal living expenses, thereby supporting 317 jobs throughout your region.

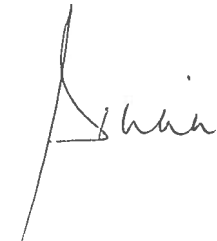
The campus's annualized payroll during the reference year totaled \$5.4 million and employed 99 full-time equivalent employees. Further direct college expenditures of \$814,000 supported day-to-day operations over the course of the year.

Over the years, literally hundreds of Northern College Haileybury Campus graduates have entered or re-entered the local workforce. Today the accumulated contribution of former students currently employed in the regional workforce amounts to \$16.9 million in added income, as calculated during the reference year.

The reputation for its industry acclaimed programs and the high caliber graduates that Northern College, Haileybury Campus has produced is well known throughout Canada and internationally. Completion of this study now quantifies and provides a detailed economic impact assessment of the powerful influence the college and its graduates have throughout the region.

It is our pleasure to keep you and your Council apprised of the contributions Northern College is committed to making in your community. Our Haileybury Campus stands on over a century of tradition and we are pleased to reinforce that commitment year after year.

Sincerely,

A handwritten signature in black ink, appearing to read "Fred Gibbons". The signature is written in a cursive style with a large initial "F" and "G".

Dr. Fred Gibbons
President & CEO



December 17, 2018

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

Dear Mayor Kidd:

RE: LAS Natural Gas Program – 2016-17 Period Reserve Fund Rebate

LAS is pleased to announce a rebate to all LAS Natural Gas Program members. The amount being rebated back to your municipality is **\$7,431.88**.

This amount represents your municipality's proportionate share of the \$1.5 million reserve fund surplus that is being returned to program members that had accounts enrolled in the LAS Natural Gas Program during the 2016-17 program year (November 1, 2016 - October 31, 2017).

A copy of this letter and the cheque for your municipality has been sent to the designated LAS program contact (see CC below).

Your municipality's share of the program reserve fund was calculated using actual consumption data for all accounts enrolled in the LAS program for the period. The consumption data was aggregated at the organizational level and the payment amount is based on your proportionate share of the total LAS program volume.

We look forward to your continued involvement in this valuable program. Should you have any questions please contact Eleonore Schneider, LAS Program Manager at ext. 320 or at eschneider@amo.on.ca.

Sincerely,

Judy Dezell
Director

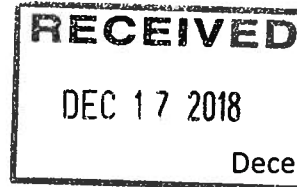
CC: Mitch Lafreniere, Manager of Assets





Bridging Northern Ontario employers
and internationally trained professionals
Réunir les employeurs nord-ontariens et
les professionnels formés à l'étranger

His Worship, Mayor Carman Kidd
City of Temiskaming Shores
P.O. Box 2050
325 Farr Dr.
Haileybury, ON P0J 1K0



December 12th, 2018

Dear Sir,

Subject: Attracting talent to Northern Ontario

Congratulations on your appointment as Mayor, City of Temiskaming Shores. We commend you on your successful campaign and look forward to your support and collaboration in attracting immigrants to Northern Ontario.

Funded by the Government of Ontario's Ministry of Training Colleges and Universities, Professions North/Nord is the only bilingual bridge training program in the province and has been in existence since 2010. Renewed funding allows our program to continue alleviating the labour market demands of the north by **linking Northern Ontario employers to internationally trained professionals residing across Ontario.**

Please feel free to visit our bilingual website at www.professionsnorth.ca and review our attached brochures for further information. Should you have any questions or would like to schedule a meeting to further discuss the recruitment needs in your community, please contact me at 1-866-210-3020 ext. 2 or at scott.fisher@professionsnorth.ca.

Yours sincerely,

Scott Fisher, Project Manager
Professions North/Nord

Encl. (2)

1.866.210.3020
www.professionsnorth.ca
www.professionsnord.ca



Funded by/financé par :





Professions

N O R D



Bridging Northern Ontario employers
and internationally trained professionals
Réunir les employeurs nord-ontariens et
les professionnels formés à l'étranger

Le 12 décembre 2018

Son honneur le maire Carman Kidd
Ville de Temiskaming Shores
P.O. Boîte ici à 2050
325 Farr Dr
Haileybury, Ontario POJ 1K0

Objet : Attirer du talent dans le nord de l'Ontario

Monsieur,

Toutes nos félicitations pour votre nomination comme maire de Temiskaming Shores après une campagne très réussie. Nous nous réjouissons à la perspective de pouvoir compter sur votre appui et votre collaboration pour attirer des immigrants dans le nord de l'Ontario.

Professions North/Nord, financé par le ministère de la Formation et des Collèges et Universités de l'Ontario et créé en 2010, est le seul programme bilingue de formation relais de la province. Le financement continu de notre programme permet d'alléger la demande de main-d'œuvre dans le Nord en mettant en **rapport des employeurs du nord de l'Ontario avec des professionnels formés à l'étranger qui demeurent en Ontario.**

Je vous invite à consulter notre site Web bilingue à www.professionsnord.ca ainsi que nos brochures en annexe pour obtenir d'autres renseignements. Si vous avez des questions ou désirez organiser une rencontre pour discuter des besoins en matière de recrutement dans votre communauté, veuillez communiquer avec moi au 1-866-210-3020, poste 2, ou à scott.fisher@professionsnorth.ca.

Veuillez agréer, Monsieur, mes salutations distinguées.

Scott Fisher, Gestionnaire de projet
Professions Nord/North

P. j. (2)

1.866.210.3020
www.professionsnorth.ca
www.professionsnord.ca



Laurentian University
Université Laurentienne

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Ontario



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

Meeting Minutes

Wednesday, September 26, 2018

Present: Acting Chair: Florent Heroux
Members: Suzanne Othmer; Voula Zafiris

Regrets: Angela Hunter; Carman Kidd

Absent: Maria McLean

Also Present: Jennifer Pye, Planner and Secretary-Treasurer

Public: Leo DeLoyde, MCIP, RPP, applicant B-2018-03 (by phone)

1. Opening of Meeting

Resolution No. 2018-24

Moved By: Florent Heroux
Seconded By: Suzanne Othmer

Be it resolved that the Committee of Adjustment meeting be opened at 1:32 p.m.

Carried

2. Appointment of Chair

Resolution No. 2018-25

Moved By: Suzanne Othmer
Seconded By: Voula Zafiris

Be it resolved that the Committee of Adjustment appoints Florent Heroux as the Acting Chair for the September 26, 2018 meeting in the absence of Carman Kidd, Chair.

Carried

3. Adoption of Agenda

Resolution No. 2018-26

Moved By: Voula Zafiris
Seconded By: Suzanne Othmer

Be it resolved that the Committee of Adjustment adopts the agenda as printed.

Carried

4. Declaration of Pecuniary Interest

None

5. Adoption of Minutes

Resolution No. 2018-27

Moved By: Suzanne Othmer
Seconded By: Voula Zafiris

Be it resolved that the Committee of Adjustment for the City of Temiskaming Shores hereby approves the minutes of the June 27, 2018 Committee of Adjustment Meeting as printed.

Carried

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

Meeting Minutes

Wednesday, September 26, 2018

6. Public Hearings

Acting Chair Florent Heroux advised that this afternoon a public hearing is scheduled for one consent application and one minor variance application.

The Planning Act requires that a public hearing be held before the Committee of Adjustment decides whether to approve such applications. The public hearing serves two purposes: first, to present to the Committee and the public the details and background to the proposed application and second, to receive comments from the public and agencies before a decision is made.

6.1 Consent Application B-2018-03 – Leo DeLoyde, MCIP, RPP on behalf of New Liskeard Golf Club, 804027 Golf Course Road

The Chair declared the public hearing for Consent Application B-2018-03 to be open.

The Chair asked the Planner, Jennifer Pye, to summarize the proposal, provide any additional information that may be relevant and summarize any correspondence received to date regarding this application.

Subject land: Part of 804027 Golf Course Road, Part of Lot 8 Concession 4, TER 418 Part 1, Parcel 16635SST.

Purpose of the application: The purpose of the application is to sever a 30.48m x 60.96m (100' x 200') piece of property from the northeast corner of the New Liskeard Golf Course to be added to the adjacent property at 998090 Highway 11 North, which is the location of Tri-Town Motorsports. Tri-Town Motorsports would use the additional property to expand their storage area behind the building. The intention is to construct a building on the property in the future, within the requirements of the Zoning By-law. In the meantime the owners have indicated that they would like to install a storage container, which is permitted in the C2 zone as an accessory use to a permitted use on a lot where a main building exists, subject to the following:

- ✓ Shall not be used as work areas or for office uses or retail sales;
- ✓ Shall not exceed a height of 3m [10'] and a total length of 17m [55'];
- ✓ Maximum lot coverage for storage containers shall not exceed the less of 15% or the maximum permitted coverage for accessory buildings in the zone in which the containers are located;
- ✓ Shall not be stacked on top of another storage container;
- ✓ Shall not be located in a required parking area or encroach into a required landscaped area;
- ✓ Shall not be located in a front yard or an exterior side yard, and shall meet the minimum yard requirements of the zone in which it is located;
- ✓ No separation distance is required between storage containers.

An easement will also be required on the property in order to recognize an existing guy-wire supporting a hydro pole that services the golf course property. There is an existing easement along the south side of the Tri-Town Motorsports property to accommodate this same hydro line, however the line veers to the south at the southwest corner of the property and, with the exception of the guy-wire, is not located on the portion of property subject to this application.

This application also requires an Official Plan amendment to redesignate the lot addition portion from Recreation to Mixed Use Areas and to rezone from Open Space (OS) to Highway Commercial (C2).

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

Meeting Minutes

Wednesday, September 26, 2018

Both of these applications are currently in process, and the public meeting was held at the September 11 Council meeting. No member of the public made representations at the public meeting and a report and recommendation to Council for the applications is anticipated at the October 9 meeting.

Statutory public notice: The application was received on August 17, 2018 and was circulated to City staff. Notice of the complete application and public hearing was advertised in the Temiskaming Speaker on September 12, 2018 in accordance with the requirements of the Planning Act. Notice was also mailed to property owners within 60m (200') of the subject land.

Jennifer Pye reviewed the application information and advised that in her opinion the application is consistent with the Provincial Policy Statement (2014), and meets the general intent and purpose of the City of Temiskaming Shores Official Plan and City of Temiskaming Shores Zoning By-law, and recommended that the Committee approve the application.

The Chair asked if Mr. DeLoyde had any comments to add. Mr. DeLoyde advised that he was the applicant for the property owner and that he concurred with the recommendation of the City's planner, including the conditions recommended for approval.

The committee considered the following resolution:

Resolution No. 2018-28

Moved By: Voula Zafiris

Seconded By: Suzanne Othmer

Whereas the Committee of Adjustment for the City of Temiskaming Shores has considered Consent Application B-2018-03 as submitted by Leo DeLoyde MCIP, RPP on behalf of the New Liskeard Golf Club for the following lands: 804027 Golf Course Road; Part of Lot 8 Concession 4, TER 418 Part 1; Parcel 16635SST;

And whereas the applicant is requesting to sever a 30.48m x 60.96m piece of property from the northeast corner of the New Liskeard Golf Course property to be added to the adjacent property at 998090 Highway 11 North (Tri-Town Motorsports), and to create an easement over a small portion of the severed property to accommodate the location of an existing hydro pole guy-wire;

And whereas the Committee of Adjustment for the City of Temiskaming Shores has received the planning report dated September 20, 2018 and has considered the recommendations therein;

Be it resolved that the Committee of Adjustment for the City of Temiskaming Shores hereby approves Consent Application B-2018-03 subject to the following conditions:

- 1) The following documents shall be provided to the Secretary-Treasurer for the transaction described:
 - a) Two copies of the signed Acknowledgement and Direction;
 - b) The "Transfer in Preparation" and/or "Transfer Easement in Preparation";
 - c) A Planning Act Certificate Schedule on which is set out the entire legal description of the parcel(s) in question. This Schedule must also contain the names of the parties indicated on Page 1 of the "Transfer in Preparation" and/or "Transfer Easement in Preparation";

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

Meeting Minutes

Wednesday, September 26, 2018

- d) A reference plan of survey which bears the Land Registry Office registration number and signature as evidence of its deposit therein, illustrating the parcel to which consent approval relates;
 - e) A copy of the easement agreement duly executed by all parties, which sets out the responsibilities of the parties for maintenance of the easement area;
 - f) An undertaking from the applicant's solicitor confirming that the easement agreement required in condition "1 e)" will be registered on title to both the dominant and servient properties;
- 2) That the applicant is required to survey and grant an easement to the appropriate authority across that portion of the property upon which the existing guy-wire is in accordance with condition 1) e) above.
 - 3) That the applicant is required to apply for and receive approval of an Official Plan Amendment to redesignate the 30.48m x 60.96m (100' x 200') piece of property that is the subject of this consent application from Recreation to Mixed Use Areas.
 - 4) That the applicant is required to apply for and receive approval of a Zoning By-law Amendment to rezone the 30.48m x 60.96m (100' x 200') piece of property that is the subject of this consent application from Open Space (OS) to Highway Commercial (C2).

Carried

6.2 Minor Variance Application A-2018-04 – Len Durling and Julie Thomas, 215 Little Street

The Chair declared the public hearing for Minor Variance Application A-2018-04 to be open.

The Chair asked the Planner, Jennifer Pye, to summarize the proposal, provide any additional information that may be relevant and summarize any correspondence received to date regarding this application.

Subject land: 215 Little Street; Plan M30NB Part of Lots 21 and 22; RP 54R-3759 Parts 2, 4, and 5; Parcels 926SST, 17310SST, and 24225SST.

Purpose of the application: The purpose of the application is to reduce the minimum front yard requirement from 6m to 4.5m to permit the construction of a 3.7m x 4.9m (12' x 16") deck on the side of the existing dwelling. The subject property is a corner lot and the Zoning By-law defines the front lot line as being the shortest lot line abutting the street. In the case of the subject property the lot line along Farr Drive is considered to be the front lot line, even though the front of the house faces Little Street. The proposed deck will encroach into the required front setback. The property owners removed a deck that wrapped around from the east to the north sides of the house earlier this year.

Statutory public notice: The application was received on September 10, 2018 and was circulated to City staff. Notice of the complete application and public hearing was advertised in the Temiskaming Speaker on September 12, 2018 in accordance with the requirements of the Planning Act. Notice was also mailed to property owners within 60m (200') of the subject land.

Jennifer Pye reviewed the application information and advised that in her opinion the application is consistent with the Provincial Policy Statement (2014), and meets the general intent and purpose of the City of Temiskaming Shores Official Plan and City of Temiskaming Shores Zoning By-law, and recommended that the Committee approve the application.

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

Meeting Minutes

Wednesday, September 26, 2018

Resolution No. 2018-29

Moved By: Suzanne Othmer

Seconded By: Voula Zafiris

Whereas the Committee of Adjustment for the City of Temiskaming Shores has considered Minor Variance Application A-2018-04 as submitted by Len Durling and Julie Thomas for the following lands: 215 Little Street; Plan M30NB Part of Lots 21 and 22; RP 54R-3759 Parts 2, 4 and 5; Parcels 926SST, 17310SST, and 24225SST;

And whereas the applicant is requesting relief from the following section of the City of Temiskaming Shores Zoning By-law 2017-154:

- 1) Section 6.4 requires a minimum front yard of 6m. The applicant is requesting 4.5m;

And whereas the Committee of Adjustment for the City of Temiskaming Shores has received the planning report dated September 20, 2018 and has considered the recommendations therein;

Be it resolved that the Committee of Adjustment for the City of Temiskaming Shores hereby approves Minor Variance Application A-2018-04.

Further be it resolved that the following variance be granted:

That the Committee of Adjustment grant relief from Section 6.4 of Zoning By-law 2017-154 to allow a minimum front yard of 4.5m for the proposed deck;

Subject to the following conditions:

- 1) That this approval applies only to the deck as proposed in this application.

For the following reasons:

In the opinion of the Committee:

1. The variance maintains the general intent and purpose of the City of Temiskaming Shores Official Plan;
2. The variance maintains the general intent and purpose of the City of Temiskaming Shores Zoning By-law;
3. The variance is desirable for the appropriate development or use of the land, building, or structure;
4. The variance is minor.

With the following consideration given to written and oral submissions: None received.

Carried

7. New Business

None

8. Unfinished Business

None

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

Meeting Minutes

Wednesday, September 26, 2018

9. Applications for Next Meeting

Next meeting: Wednesday, October 31, 2018

10. Adjournment

Resolution 2018-30

Moved By: Voula Zafiris

Seconded By: Suzanne Othmer

Be it resolved that the Committee of Adjustment meeting be closed at 1:45 pm.

Carried

Carman Kidd
Chair

Jennifer Pye
Secretary-Treasurer



MINUTES

Timiskaming Health Unit Board of Health

Regular Meeting held on October 3, 2018 at 6:30 P.M.

New Liskeard – Timiskaming Health Unit Boardroom

1. The meeting was called to order at 6:38 p.m.

2. **ROLL CALL**

Board of Health Members

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

Regrets

Vacant	Provincial Appointee
Kathleen Bougie	Municipal Appointee for Township of Larder Lake, McGarry & Gauthier
Maria Overton	Provincial Appointee

Timiskaming Health Unit Staff Members

Dr. Monika Dutt	Medical Officer of Health (A)/CEO (<i>teleconference</i>)
Randy Winters	Director of Corporate Services
Kerry Schubert-Mackey	Director of Community Health
Rachelle Cote	Executive Assistant

3. **APPROVAL OF AGENDA**

MOTION #48R-2018

Moved by: Sue Cote

Seconded by: Merrill Bond

Be it resolved that the Board of Health adopts the agenda for its regular meeting held on October 3, 2018, as presented.

CARRIED

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

None.

5. **APPROVAL OF MINUTES**

MOTION #48R-2018

Moved by: Tony Antoniazzi

Seconded by: Jesse Foley

Be it resolved that the Board of Health approves the minutes of its regular meeting held on September 5, 2018 as presented.

CARRIED

6. **BUSINESS ARISING**

None

7. **FINANCE SUB-COMMITTEE UPDATE**

The committee met on September 27, 2018, to review the financial overview and variance reports. Chair Kidd informed that management is currently working on the budget process. The draft 2019 budget proposal will be presented to the Finance Sub-Committee on November 29, 2018, and recommended for Board approval on December 5, 2018. Management will be meeting in the next month to discuss FTE and operational expenditures.

8. **MOH-CEO REPORT**

Dr. Dutt updated the Board on recent program highlights and latest activities. Spent the last month gathering information, meeting community partners and introducing herself to staff in all three offices.

Will be attending some of the candidates nights across the district.

In the next month, Dr. Dutt will be working on the assessment of priorities and begin the discussions around strategic planning with management and staff. Will report and discuss further with the Board at the following upcoming meetings for input on proposed vision/direction.

Will be sending a response to alPha's consultation process by October 8, 2018, in regards to Bill 36, which amends several Ontario statutes, including the SFOA, 2017 and Cannabis Act, 2017, use, promotion, display and sale of cannabis and vaping products.

9. **NEW BUSINESS**

a. **COMMUNITY INFLUENZA VACCINE PROGRAM 2018-2019**

Report distributed for information, including a list of the 2018 Influenza clinics across the district. As of November, THU will continue to offer the vaccine by appointment and on the first Tuesday of the month immunization clinic.

- b. **ACTIVE OUTDOOR PLAY POSITION**
MOTION #49R-2018
Moved by: Sue Cote
Seconded by: Kim Gauthier
WHEREAS, the Board of Health acknowledges that active outdoor play supports healthy child development across many domains and over the lifespan, *and*
WHEREAS, the Board of Health agrees that increasing children’s active outdoor play can support in changing the declining physical activity rates among children and youth; *therefore*,
BE IT RESOLVED THAT the Timiskaming Health Unit Board of Health receive the briefing on Active Outdoor Play; *and*
FURTHER, the Board of Health publicly endorses the Position Statement on Active Outdoor Play; *and*
FURTHER, *that the Board of Health direct staff to forward this report to relevant local partners such as municipal government, children’s services, education.*
FURTHER, that staff continue efforts that encourage local families and those involved in working with children- at home, at school, in child care and the community- to increase children’s opportunities for self-directed active outdoor play.
- CARRIED
- c. **DIABETES PREVENTION PROJECT**
Report distributed for information.
10. **CORRESPONDENCE**
MOTION #50R-2018
Moved by: Jesse Foley
Seconded by: Jean-Guy Chamaillard
The Board of Health acknowledges receipt of the correspondence for information purposes.
- CARRIED
- Dr. Monika Dutt and Audrey Lacarte left the meeting at 6:55 p.m.
11. **IN-CAMERA**
MOTION #51R-2018
Moved by: Sue Cote
Seconded by: Kim Gauthier
Be it resolved that the Board of Health agrees to move in-camera at 6:56 p.m. to discuss the following matters under section 239 (2):
- a. In-Camera Minutes (September 5, 2018)
- CARRIED

12. **RISE AND REPORT**

MOTION #52R-2018

Moved by: Mike McArthur

Seconded by: Jean-Guy Chamaillard

Be it resolved that the Board of Health agrees to rise with report at 7:04 p.m.

CARRIED

In-Camera Minutes

MOTION #53R-2018

Moved by: Jesse Foley

Seconded by: Merrill Bond

Be it resolved that the Board of Health approves the in-camera minutes of meeting held on September 5, 2018 as presented.

CARRIED

13. **DATES OF NEXT MEETINGS**

The next Board of Health meeting will be held on November 7, 2018 at 6:30 p.m. in Englehart.

14. **ADJOURNMENT**

MOTION #54R-2018

Moved by: Kim Gauthier

Seconded by: Merrill Bond

Be it resolved that the Board of Health agrees to adjourn the regular meeting at 7:05 p.m.

CARRIED

Carman Kidd, Board Chair

Rachelle Cote, Recorder

Report Content

- On Our Radar
- THU in Action - Our Stories
- [General & Program Highlights](#)
- [Upcoming Events](#)
- [HR Update](#)

On Our Radar

The Smoke-Free Ontario Act (SFOA) 2017 came into effect on October 17. THU is working with stakeholders across Timiskaming to support understanding of the new legislation, changes where needed and encourage those who would like to take further initiative to reduce harm related to exposure of smoke and vapour from tobacco or cannabis. Staff are updating the THU website with resources and reaching out to key stakeholders with related information.

Timiskaming Health Unit in Action

Our people – our stories.

We know the food that is around us has a large impact on what we eat. Timiskaming Health Unit staff are partnering with local recreation centres to enhance healthy food options available through the [Healthy Eating in Recreation Settings](#) initiative. With active support from municipal councils, staff and concession operators, arena users have greater opportunity to eat well where they play.

Everyone has a role to play in helping our communities be healthy. Leading up to the recent municipal elections and leveraging work done by the Association of Local Health Units, THU staff supported a [district-wide awareness campaign](#) about the role that local governments play in affecting the health of their communities, and to encourage community members to *Make Health a Priority* and vote in the election.

General Highlights

The third quarter report highlights some of the many programs and service activities of the Timiskaming Health Unit. In addition to these activities staff are significantly invested in ongoing assessment, planning and evaluation to ensure that local public health is responsive to current and emerging needs and that our practices emphasize continuous quality improvement.

Foundational Standards

Population Health Assessment

In Q3 staff began the process of determining which of the many health data information gaps THU should address with our one-time funding to conduct local data surveillance. A local population health survey will be conducted by the [Rapid Risk Factor Surveillance System](#) beginning in January 2019.

Health Equity

Staff prepared a letter from the Timiskaming Board of Health to the premier, ministers of children, community, social services and health and long-term care advocating for them to reconsider cancelling the basic income pilot, maintaining the planned social assistance rate increases, and act on the recommendations from the [Income Security Roadmap](#).

Research, Knowledge Exchange, Communication, Quality and Transparency

Staff worked with Public Health Ontario and an Ethics Review Board for ethics approval for local research on *Lived Experience of Opioid Use in Timiskaming*. The process for ethics approval for such research is significant and staff were pleased to receive final approval in Q3.

Emergency Preparedness – Health Hazards

It is never known when an emergency situation or a health hazard may occur. Unfortunately, in September a transport crash in the Temagami area caused an emergency response, and put local residents and cottage owners at potential risk. Diesel fuel leaking from the transport prompted a call to the Ministry of Environment and Climate Change (MOECC). In this process, the local public health system is also notified and works in partnership with the MOECC to determine if there are any potential human health hazards. In this situation, some of the diesel fuel had spilled into a local water body. Although undetermined initially, if there were people who used the water source as drinking water, a notification was given to all home and cottage owners in regards to the situation and the Timiskaming Health Unit issued a “Do Not Drink” advisory. As further investigation took place, it was verified that fortunately nobody had used the water for drinking. The MOECC took water samples and continued to do so until the situation was clear and the “Do Not Drink” order was lifted.

Chronic Disease Prevention and Well-Being

This quarter saw promotion of [Active Outdoor Play](#) for children and youth. The campaign includes messaging for both warm and wintry weather, earned media and social media, as well as direct supports to childcare centres, parents and schools. The campaign continues into fall and winter this year.

The [Fresh Start](#) lifestyle balance program is being implemented for the second time in partnership with local family health teams, CMHA, municipalities, and hospitals as part of our work to prevent type 2 diabetes and lower risk for heart disease.

After its success in Temiskaming Shores, Q3 saw the launch of the [Healthy Eating in Recreation Settings](#) project in partnership with the Town of Kirkland Lake and Carter’s Canteen. They will be working

together through the fall and winter to promote healthy options at the canteen and explore the feasibility of making them a permanent feature.

In collaboration with “Le Centre des petits explorateurs” childcare agency and the Healthy Kids Community Challenge, THU supported the delivery of *You’re the Chef!* During the month of August 15 childcare attendees participated in this 6 session food literacy program. The aim of the program is to help develop the skills and confidence necessary for children, youth and adults to prepare healthy and tasty recipes emphasizing vegetables and fruit.

Substance Use and Injury Prevention

Now that cannabis has been legalized in Canada, THU staff continue their work to promote awareness of Canada’s [Lower Risk Cannabis Use Guidelines](#) and to support parents in talking to children and youth about cannabis and other substance use. Work will continue into Q4 to support community partners in doing their part to minimize harms related to all substance use.

Road safety continues to be an important area of collaborative work that focused in Q3 on school bus safety with the annual implementation of [Young Rider Day](#) in Kirkland Lake and Temiskaming Shores. Work also continues in the area of highway safety with [social media sharing of highway closures and delays](#), learning and discussion about highway safety issues. THU staff have joined the St. Michel School’s traffic committee to provide public health support to discussions about road safety around the school.

Healthy Growth and Development

Staff have been working on planning to ensure effective local interventions related to family health which includes work on communication campaigns for topics within reproductive health, child health and Healthy Babies Healthy Children. Other Q3 highlights for this program area include the following:

In September, staff participated in the **Fetal Alcohol Spectrum Disorder (FASD)** day in collaboration with Brighter Futures and North Eastern Ontario Family and Children Services to raise awareness about alcohol during pregnancy. On the ninth day of the ninth month of the year, the world remembers that during the nine months of pregnancy a woman should abstain from alcohol.

THU staff have been working with EarlyON centres and will be participating in the **Baby Bump parties** across the district. These celebrations are a great opportunity for expectant mothers and their supports to learn about THU services.

Preparations are underway with local partners in planning **National Child Day** interactive activities across the district. Since its inception in 1993, [National Child Day](#) (November 20th) has made a commitment to ensure that all children are treated with respect and dignity and that children have every opportunity to reach their full potential.

As part of a community initiative, local partnership work has been underway between **Healthy Babies Healthy Children (HBHC)** program staff, the Temiskaming Hospital, the Temiskaming Midwifery practice as well as local physicians to improve breastfeeding initiation, duration and exclusivity rates. The group is working together to ensure that information is provided to families so that they can make informed decisions related to infant feeding.

School Health

General School Health

Q3 marks a phase of rapid assessment and planning for the 2018-19 school year and the 2019 calendar year for the Ministry. Staff worked to gather and review best available evidence toward establishing local priority areas for student health and wellbeing and interventions for a school setting. During this time, staff also created a discussion guide to implement with local school communities. The aim of the discussion is to identify opportunities for mutual benefit considering alignment of the Ministry of Education and Ministry of Health and Long-Term Care health and wellbeing goals. Two school discussions were held in Q3. Staff also monitored for the impact of the Ontario government pause on the revised school health and physical education curriculum. Many sectors and organizations were calling for this to be reinstated considering the evidence behind the revisions.

In September, initiatives resumed in schools with THU staff as lead or support. Initiatives include Roots of Empathy Program, Youth Mental Health Program (Jack Chapters), Playground Activity Leaders in Schools (PALS) Healthy Relationship Clinics, Healthy Eating programs and readiness for the Northern Fruit and Vegetable Program.

Youth Tobacco Prevention Program

In Q3 and linking with the regional tobacco area network plan, the youth tobacco team worked on the development of a contest to engage youth in understanding marketing tactics targeting youth used by the tobacco, cannabis and alcohol industry. This contest aims to increase youth media literacy skills to contribute to preventing or delaying substance (tobacco) use. Staff also worked to create a report outlining many of the local youth tobacco champion initiatives over the 2017-18 school year.

School Immunization Program

In Q3 staff prepared for implementation of the grade 7 school immunization program with clinics to be held in all schools in October. To help increase immunization consent response and positive consent for the 3 vaccines offered in Grade 7, school nurses delivered presentations to grade 7 classes. Also over Q3, staff worked to implement the Ministry's mobile immunization clinic model which supports nursing staff to utilize iPads for efficient and effective assessment and recording of immunizations given in school clinics. Staff also promoted awareness of student immunization requirements and provide sources for credible immunization information through print and social media.

School Oral Health Screening

As a new school year approached, THU's oral health team was busy planning for oral health screening which is supported by the Ontario Healthy Smiles Program. Coordinating with school partners and communicating with parents prior to implementation is a key program success factor. The new Ministry protocol changed the

screening target standard of JK, SK, and grade 2 students, to a method based on the intensity or need of a given school. As per protocol, the screening intensity level of a school is calculated by using the grade 2 screening results (decay rates) for the current school year. If it is not possible to use the current year, the previous year is used. The breakdown is shown in the chart below.

THU will also be doing more to reach students who may have limited access to community oral health services. For example when we are in a rural or remote area of our district where oral health services are not available, the screening program might be extended to more students irrespective of the school intensity level.

STUDENT SCREENINGS	SCHOOL INTENSITY LEVEL
JK, SK, grade 2	Low intensity school
JK, SK, grade 2, 7	Medium intensity schools
JK, SK, grade 2, 4, 7	High intensity schools

School Vision Screening

New in 2018 is the implementation of a school vision screening program as required in the modernized Ontario Public Health Standards (OPHS). Public health is to ensure vision screening of all SK students to identify risk factors for amblyopia, stereopsis and/or strabismus, and refractive vision disorder. If risks are identified, staff will follow up with parents recommending a comprehensive eye examination with an optometrist.

The vision screening protocol, process and system supports are very similar to the oral health screening program. Staff have been planning for full implementation of this new program in 100% of local SK schools in the 2018-19 school year. In Q3 this involved planning for training, communications, and scheduling to begin implementation in Q4. THU has advantage of school-based vision screening experience due to our recent support of a vision screening research project conducted by McMaster University and The Hospital for Sick Children in Kirkland Lake school.

Infectious and Communicable Disease Prevention and Control

Harm Reduction

The harm reduction program enhancement team had a busy summer! Our community sharps disposals are seeing frequent use from individuals safely disposing of their needles. We have also expanded the availability of naloxone in the community to two additional fire departments (Cobalt and Earlton) and are soon going to be training Kirkland Lake, Englehart, and Harley fire departments. Clients continue to receive naloxone kits from our sexual health team at our health unit offices. We have also expanded the availability of Naloxone to Bear Island, which now has 12 Naloxone kits in their health centre. We have also expanded the availability of harm reduction supplies in the community by providing training and supplies to both of the Pavilion locations and to Northern Treatment Centre in Kirkland Lake.

Another exciting project undertaken by the harm reduction team was the implementation of Naloxone availability in all DSBONE schools. We were approached to support the development of training materials, communications, and stakeholder presentations in conjunction with Porcupine

Health Unit. This has been a valuable collaborative opportunity and will come to a head in October, when train-the-trainer sessions will take place in Kirkland Lake.

Infection Prevention and Control (IPAC)

During Q3, the THU IPAC team was busy planning for the local Infection Prevention and Control Conference which is organized jointly with Public Health Ontario's North East office. The event has a robust agenda including presentations delivered by Public Health Ontario, Work Safety North, and Clorox. Infection Control Practitioners are expected to attend from Parry Sound to Kirkland Lake to network and discuss shared challenges, and to deepen their understanding of infection prevention and control practices in health care facilities. Local hospitals, long-term care homes, health unit staff, EMS, and retirement homes are invited to attend this local workshop.

The IPAC team has also been busy implementing the Designated Officer training program. Health unit staff will be training select EMS, OPP, and firefighters on basic infection prevention and control practices to ensure that any exposures are properly managed. Public Health is mandated to provide 24/7 availability to support Designated Officers in managing reported exposures. EMS, OPP, and firefighters are also mandated to instate selected staff to be Designated Officers. We look forward to this continued collaboration with these community partners.

Sexual Health

It has been a busy summer in our sexual health clinic with staff undergoing continuing professional development in harm reduction and women's health. Staff took part in courses lead by the Society of Obstetricians and Gynecologists of Canada, the Ontario Harm Reduction Distribution Program, the Centre for Addictions and Mental Health, and CATIE.

Immunization

Seasonal Influenza Immunization Program Planning

The third quarter involves significant planning at THU for the 2018-2019 Influenza season to prepare for promoting and delivering community clinics in November. This year, there are 3 publically-funded products available. A new product, called Fluzone High-Dose, has received some media attention recently. Our allocation and inventory are limited and the health unit has been instructed to prioritize this product for hospitals, long-term care homes, retirement homes, and physicians' offices. Pharmacies will not be provided with this product this year but continue to deliver vaccines to anyone in the general public over five years of age. Pharmacies will have FluMist available this year, which is the flu vaccine in a nasal spray form for those from 2-17 years of age.

Our community clinics will continue to be offered with some staffing and time adjustments based on demand trends. Some health units have stopped administering flu vaccine due to the impact and reach of pharmacies and other providers. THU continues to monitor flu clinic visits and will be conducting a survey on our clinic accessibility this year. Flu shots are still available by appointment in our offices after community clinics are over.

Immunization Update

The Timiskaming Health Unit is pleased to now offer Shingrix. Shingrix is a Herpes Zoster vaccine similar to Zostavax, which is publicly-funded for those 65-70 years of age. Shingrix is not publicly-funded at this time but can be

purchased at the health unit (two doses are required for full immunity). Shingrix is thought to be superior to Zostavax as the efficacy of Zostavax wanes over time at a much faster rate than Shingrix. Shingrix is recommended for anyone over the age of 50.

Safe Water and Food Safety

Safe Water

The highlights of our Safe Water Program are often focused around the safe drinking water portion of our mandate. In Q3, there were two items from our Recreational Water Program that deserve mention. First, our annual beach surveillance and monitoring work came to a close for the season. Although this program is not new, the highlight this year was that we only had one beach posting in our district. This means that our routine beach water testing only showed bacteria levels unsuited for beach water use only one time. While this does not necessarily mean this trend will continue in the future, it was great to have our beaches available almost continuously during this past summer's hot weather.

Other work completed in Q3 was unique in the sense that it does not occur very often. The opening of a brand new swimming pool, in the municipality of Kirkland Lake, took place. Working with them, our role was to ensure they comply not only from a water safety point of view in regards to water chemistry, but also with respect to health hazards, proper signage, and other requirements set out in the Ontario public pools regulation. A Public Health Inspector worked closely with the municipality as the project moved along through to completion. Residents can now access this new facility and enjoy it as a routine physical activity.

Food Safety

There are many different aspects to our Food Safety Program. A large portion is of course focused on the inspection of our public food premises (restaurants) throughout the district. During the summer months there is also a unique seasonal inspection requirement that takes place. Public Health Inspectors visit remote lodges and camps to conduct various inspections, including food safety within their kitchen facilities. Although similar to food premise inspections that take place in more urban areas, the uniqueness of this part of the program is the logistics. Most of these remote locations are accessed by boat only, making planning and travel more of a challenge. Working with local companies to arrange boat transportation, and the lodge/camp owners for scheduling details, we were able to visit and complete all necessary inspections of these remote areas.

Healthy Environments

With the launch of the new Healthy Environments and Climate Change Guideline from the ministry in 2018, public health units in Ontario began to review how they could best approach this work. In Northern Ontario, it was found that much of the work that would need to be done would be similar for the seven northern health units, although each would have some local interests to address.

With this in mind, the seven northern agencies formed a partnership which began with a goal of developing a letter of intent (LOI) for resource funding from Health Canada's *Climate Change and Health Adaptation Capacity*

Building Contribution Program. If the LOI is accepted, a full proposal will be submitted. This collaborative work would bring efficiencies to the efforts that all public health units need to address, while capturing the unique requirements that Northern Ontario has.

Note: As of the time of writing this report the collaborative group had just been informed that their LOI has been accepted. Work will now continue on a complete proposal.

Other Programs

Land Control

Our Land Control Program was in full swing during the last quarter with the July-September period being one of the busiest times of year. A highlight came when a large scale project came to completion. Working with the owners of a multi cottage, shared ownership property, we set out a plan to upgrade their septic systems for each unit on the site. This plan was to be done over a set period of time and last quarter it was completed. Working with the owners to ensure compliance, while offering them guidance throughout the process proved to be a successful approach.

Nursing Stations

The Manager of the Nursing Stations, the Nurse Practitioner of the Elk Lake Nursing Station and the Executive Director of Englehart Family Health Team attended an Elk Lake council meeting in September to review the services and potential divestment plan and to discuss opportunities for collaboration. The opportunity was welcomed as there is a need to provide awareness to the community of Elk Lake regarding the nursing station services and programs. There are no further updates regarding timelines or confirmation of the divestment.



Upcoming Events

The following list contains *some* of the upcoming events and opportunities that THU staff are participating in or supporting.

- **November 15:** Food Handler Course
- **November 27:** [Ottawa Model for Smoking Cessation Workshop](#) for primary care providers

Human Resource Update

The comings and goings of our colleagues



New Staff:

- Public Health Nurse – Kirkland Lake – Permanent (July 2018)
- Research, Planning, Policy Analyst – New Liskeard – Mat. Leave Contract (July 2018)
- Public Health Nurse – New Liskeard – Permanent (August 2018)
- MOH(A)/CEO – New Liskeard (September 2018)

Resignation:

- Public Health Nurse – New Liskeard (September 2018)
- Public Health Nurse – New Liskeard (October 2018)

Retirement:

- Registered Nurse – Matachewan Nursing Station (September 2018)

Current Vacancies:

- Public Health Nurse (2) – New Liskeard - Permanent



Report contributors: Randy Winters –Acting Chief Executive Officer/Director of Corporate Services , Kerry Schubert-Mackey –Director of Community Health, Program Managers; Ryan Peters , Angie Manners, Erin Cowan (CNO), Amanda Mongeon. Executive Assistant: Rachele Cote.



MINUTES

Timiskaming Health Unit Board of Health

Regular Meeting held on November 7, 2018 at 6:30 P.M.

Englehart – Medical Centre Boardroom

1. The meeting was called to order at 6:38 p.m.

2. **ROLL CALL**

Board of Health Members

Carman Kidd	Chair, Municipal Appointee for Temiskaming Shores
Mike McArthur	Municipal Appointee for Temiskaming Shores
Jesse Foley	Municipal Appointee for Temiskaming Shores
Merrill Bond	Municipal Appointee for Township of Chamberlain, Charlton, Evanturel, Hilliard, Dack & Town of Englehart
Jean-Guy Chamaillard	Municipal Appointee for Town of Kirkland Lake
Sue Cote	Municipal Appointee for Town of Cobalt, Town of Latchford, Municipality of Temagami, and Township of Coleman
Kimberly Gauthier	Municipal Appointee for Township of Armstrong, Hudson, James, Kerns & Matachewan
Kathleen Bougie	Municipal Appointee for Township of Larder Lake, McGarry & Gauthier
Maria Overton	Provincial Appointee (<i>teleconference</i>)

Regrets

Vacant	Provincial Appointee
Tony Antoniazzi	Vice-Chair, Municipal Appointee for Town of Kirkland Lake
Audrey Lacarte	Municipal Appointee for Township of Brethour, Harris, Harley & Casey, Village of Thornloe

Timiskaming Health Unit Staff Members

Dr. Monika Dutt	Medical Officer of Health (A)/CEO
Randy Winters	Director of Corporate Services
Kerry Schubert-Mackey	Director of Community Health
Rachelle Cote	Executive Assistant

3. **APPROVAL OF AGENDA**

MOTION #55R-2018

Moved by: Jesse Foley

Seconded by: Sue Cote

Be it resolved that the Board of Health adopts the agenda for its regular meeting held on November 7, 2018, as presented.

CARRIED

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

None.

5. **APPROVAL OF MINUTES**

MOTION #56R-2018

Moved by: Mike McArthur

Seconded by: Kim Gauthier

Be it resolved that the Board of Health approves the minutes of its regular meeting held on October 3, 2018 as presented.

CARRIED

6. **BUSINESS ARISING**

None

7. **FINANCE SUB-COMMITTEE UPDATE**

The Management team is currently meeting weekly to prepare the draft 2019 budget. As per previous years, the budget will be balanced at a 0% increase from the ministry and the municipalities. The draft proposal will be presented to the Finance Sub-Committee on November 29, 2018, and recommended for Board approval on December 5, 2018.

8. **MANAGEMENT REPORTS**

ab. The Q3 Board Report and Staff List were distributed for information purposes.

Vision Screening

Discussed the vision screening clinical research study program developed by the McMaster University. Feedback is currently being collected by health units in regards to the process, effectiveness and delivery of the program. There is no present funding to implement this program and no significant resources to complete the study. Equipment had to be purchased and training was provided. THU will be responding to the inquiry to assist in determining the usefulness of the clinical study.

Exit Interviews

It was inquired if staff are given an exit interview upon their resignation. Mr. Winters confirmed that a process is in place.

- c. Youth Tobacco Use Prevention Activity Reports
Report distributed for information purposes. Staff sharing their work done regarding tobacco prevention with youth champions in secondary schools.
- d. Evaluation Reports: *Healthy Kids Community Challenge and Healthy Eating in Recreation Settings*
Report distributed for information purposes. Public local evaluations were completed to collect findings to assist in understanding the impacts and the importance of healthy food options where kids are active. Received great participation rates from schools across the district.

9. **MOH-CEO REPORT**

Dr. Dutt updated the Board on recent program highlights and latest activities. Met the Medical Officers of Health across the province at the alpha conference on October 30, 2018, in Toronto.

A faculty appointment application has been submitted to offer medical students and residents the opportunity to receive a public health placement/training in the north.

In the process of developing a strategic plan for year 2019-2023. The previous consultant, Clearlogic will be assisting with the process and next steps. Will be holding a Strategic Planning Day for staff on November 28 in Kirkland Lake. The Board will be involved at a later date in January 2019.

Influenza Immunization clinics are ongoing. Immunizations are also available at the physician's office or local pharmacies approved by the Ministry. The tracking of immunization records is more difficult for health units however the goal is to get as many individuals vaccinated as possible to reduce the risk of influenza. A higher dose of the vaccine is available for seniors over 65 years old.

Discussed the climate change project with northern health units. THU is participating into a comprehensive assessment to determine how it is impacting the communities across the north.

10. **NEW BUSINESS**

a. **PROVINCIAL APPOINTEE**
MOTION #57R-2018

Moved by: Merrill Bond

Seconded by: Jesse Foley

The Board of Health recommends to have Kim Gauthier appointed as a provincial appointee and to have the BOH secretary forward the application.

CARRIED

11. **CORRESPONDENCE**

MOTION #58R-2018

Moved by: Sue Cote

Seconded by: Kathleen Bougie

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

CARRIED

Discussed the current issue of the reverted requirement to provide a medical note for sick days. ALPHa and OPHA are planning to submit a joint letter regarding the negative impacts and the benefits to have the obligation taken away. Dr. Dutt to follow up with the proposed letter for the Board to support or recommend a different approach.

Maria Overton left the meeting at 7:06 p.m.

12. **IN-CAMERA**

MOTION #59R-2018

Moved by: Merrill Bond

Seconded by: Mike McArthur

Be it resolved that the Board of Health agrees to move in-camera at 7:07 p.m. to discuss the following matters under section 239 (2):

- a. In-Camera Minutes (October 3, 2018)
- b. Expense Reimbursement

CARRIED

Dr. Dutt, Randy Winters and Kerry Schubert-Mackey left the meeting at 7:10 pm.

13. **RISE AND REPORT**

MOTION #60R-2018

Moved by: Kim Gauthier

Seconded by: Jesse Foley

Be it resolved that the Board of Health agrees to rise with report at 7:37 p.m.

CARRIED

In-Camera Minutes

MOTION #61R-2018

Moved by: Sue Cote

Seconded by: Merrill Bond

Be it resolved that the Board of Health approves the in-camera minutes of meeting held on October 3, 2018 as presented.

CARRIED

14. **DATES OF NEXT MEETINGS**

The next Board of Health meeting will be held on December 5, 2018 at 6:30 p.m. in New Liskeard. A Board of Health dinner will follow at Ali's Bar & Grill at 7:00 p.m.

15. **ADJOURNMENT**

MOTION #62R-2018

Moved by: Mike McArthur

Seconded by: Kathleen Bougie

Be it resolved that the Board of Health agrees to adjourn the regular meeting at 7:41 p.m.

CARRIED

Carman Kidd, Board Chair

Rachelle Cote, Recorder



BOARD OF HEALTH REPORT

Date: November 7, 2018

Purpose: For Information

Topic: **Evaluation Reports: *Healthy Kids Community Challenge and Healthy Eating in Recreation Settings***

Key Points

- Working in partnership with municipal governments can lead to effective and sustainable improvements in factors affecting the health of children and youth;
- Healthy Kids Community Challenge and Healthy Eating in Recreation Settings are two examples of initiatives that involve municipal partnership;
- Evaluation is an important and valuable way to understand results and inform next steps.

1. Evaluation of Health Kids Community Challenge: Phases 1-3

Issue

Everyone in a community has a unique role to play in supporting health. *Healthy Kids Community Challenge: Community Needs Assessment for the City of Temiskaming Shores* (2015) describes the socio-cultural, socio-economic and environmental characteristics of our community; these can heavily influence the health of children and youth. For example, 36% of Timiskaming Health Unit area's youth aged 12 to 18 years were overweight or obese from 2011-2014, statistically higher than Ontario's rate of 21.7 per cent.

Background

In 2014 Ontario launched the [Healthy Kids Community Challenge](#) (HKCC) in 45 Ontario communities to support the health and wellbeing of children by creating communities where it's easier for children to lead healthier lives. Community partners were to work together on common themes, each 9 months long, to develop programs, policies, environmental supports and events. Timiskaming Health Unit was one of several partners involved in Temiskaming Shores and area's HKCC, led by the City of Temiskaming Shores. While Public Health Ontario was charged with evaluating the HKCC project at the provincial level, individual HKCC communities were encouraged to consider local evaluation.

Local Evaluation Findings

The HKCC evaluation work is being reported in stages. Attached to this brief is a summary from the commissioned evaluation of phases 1-3; phase 4 evaluation will follow. This evaluation determined that HKCC demonstrated good program management skills in terms of its Steering Committee expertise, partner engagement, use of research, communication efforts and appropriate activities. Areas for improvement include a need for greater rigor in project planning, more detailed pre-intervention planning, setting clear goals for interventions and more attention to project documentation. The evaluation concluded that HKCC has created partnerships and activities across the district, however determining the extent to which HKCC programming succeeded is difficult.

Timiskaming Health Unit Action

With HKCC at its conclusion, THU continues to work in partnership as much as possible and is exploring with some of the HKCC partners, including the municipality, how to continue working together to address factors affecting the wellbeing of children and youth.

2. Evaluation of Healthy Eating in Recreation Settings (HERS) Pilot Project

Issue

Eating habits impact health status and many food environments do not support healthy eating. This includes arena concession stands, where the menu includes many foods and beverages high in calories, fat, sugar and sodium and of poor nutritional quality. This is a contradiction in a public setting that is meant to promote a healthy lifestyle for its community. Children are particularly exposed and vulnerable to this food environment; in Timiskaming, self-reported rates indicate that only 55% of children aged 12 to 19 years old eat vegetables and fruit the recommended five or more times daily (2013-2014).

Background

One project within the HKCC was the Healthy Eating in Recreation Settings (HERS) pilot, under the provincial theme 3 *Choose to Boost Veggies and Fruits*. The goal was to encourage the adoption of healthier eating habits by shaping the food environment at the arena concession stands in New Liskeard and Haileybury. This aligns with the goal of the HKCC, making it easier for children to lead healthy lives. After community consultation, two nutritious options (fresh fruit and fruit smoothies) branded as *Freggie Fuel* were introduced to the menus and promoted.

Evaluation Findings

The HERS evaluation indicates that the pilot was successful: a total of 593 smoothies and 192 pieces of fruit were sold over 71 days, showing arena users' demand for nutritious options. It was also demonstrated that having nutritious options available is financially feasible for concession operators. Those who answered the community survey suggested that the menu should include at least 50% nutritious options, and indicated that promotional events and social media were important in increasing their awareness of the project.

Timiskaming Health Unit Action

Since the HERS pilot project wrapped up, the City of Temiskaming Shores and THU have incorporated healthy eating guidelines into the Request for Proposals for all concession stands. *Freggie Fuel* is back at the local arenas for the 2018-2019 season with even more options and the support of THU Registered Dietitian. A municipal policy for HERS is also being considered (policy turns a successful practice into business-as-usual, and demonstrates the municipality's leadership and commitment to healthy environments). THU has begun replicating the project at the Kirkland Lake Community Complex for the 2018-2019 season. The HERS work is part of improving our food environment (especially where children live, study and play), one of the key recommendations of Ontario's [Healthy Kids Strategy](#) which aims to improve children's health and well-being. In addition to sustaining the work done in Temiskaming Shores and Kirkland Lake, THU will look next to expand the HERS project to the town of Englehart and to reach other settings such as checkout lanes at grocery stores.

Submitted by

Laura Dias, Public Health Dietitian
Amanda Mongeon, CDPW & ISUP Program Manager

Reviewed by

Valerie Haboucha, RPPA
Kerry Schubert-Mackey, Director of Community Health

Executive Summary

This document reports on the process and outcome evaluations of the Temiskaming Shores Healthy Kids Community Challenge (HKCC) program at the end of its first three Themes. Its intent is to provide the Steering Committee, community partners, staff and other HKCCs with insights on how effectively the program has addressed key outcomes from its logic model and to suggest opportunities for improving programming.

The Temiskaming Shores HKCC is one of 45 HKCCs that received funding from the province of Ontario's Ministry of Health and Long Term Care. The broad goal of the HKCC program is to "develop and implement programs, policies and supports that promote healthy and active lifestyles among children through community-led planning and action"¹.

In 2015 the Temiskaming Shores HKCC received funding, established a Steering Committee to guide the program and undertook a Community Needs Assessment to understand the local context, assets and gaps to consider when planning the HKCC interventions. The HKCC's first of two Coordinators was also hired in 2015.

The Temiskaming Shores HKCC program launched in 2016 without an evaluation framework or logic model to guide its programming (neither was suggested by the Ministry at the outset of the program). In 2017 this HKCC voluntarily opted to undertake an evaluation of its program and developed a Logic Model (See Appendix A) and an evaluation framework (see Appendix B) specifically for the evaluation for Themes 1, 2 and 3.

At the request of the HKCC, a third party evaluator began work in Fall 2017 and proposed an evaluation method that included both a process evaluation and an outcome evaluation; the HKCC approved the approach prior to the start of the evaluation.

A process evaluation assesses whether program activities were appropriate and completed as per the program plan. In general, the HKCC demonstrated good program management skills, especially in terms of its Steering Committee expertise, partner engagement, use of research, communication efforts and appropriate activities. Areas for improvement include a need for greater methodological rigor in establishing a focused Logic Model, more detailed pre-intervention planning, setting SMART goals for interventions and more attention to project documentation. This section is discussed in detail in Section 4.0.

¹ Ministry of Health and Long-Term Care, Healthy Kids Community Challenge Guidelines.

Evaluation of Themes 1,2, & 3: Temiskaming Shores Healthy Kids Community Challenge Executive Summary.
Full report available upon request.

An outcome evaluation identifies the extent to which the program met its planned outcomes. We found that, HKCC has created partnerships and activities across the district; however its Logic Model and Evaluation Framework were not expressed in measurable terms and determining the extent to which HKCC programming succeeded is, thus, open to interpretation. Table 1.1. summarizes the extent to which we feel that the HKCC achieved its evaluation outcomes by the end of theme 3:










Table Legend					
	Fully achieved	Mostly achieved	Partly achieved	Marginally achieved	Not achieved

Table 1.1 Extent to which the Outcomes Associated with the Evaluation Question were Achieved

Evaluation Framework Questions	Associated Outcome from Logic Model	Extent Achieved
1. Did the HKCC increase access for priority populations	All populations have access to programs/activities	
2. Did HKCC create environments where the healthy choice is the easy choice?	Supportive environments were created to enable healthy behaviors in children.	
3. Are organizations more proactive in creating and maintaining partnerships?	Improved community collaboration and coordination to promote childhood weights	
4. Was there an impact on policy creation or readiness for change?	Policy tool created to improve physical activity and healthy eating.	
5. Will the project continue in some capacity?	Create capacity for the community to plan and implement programs	

Although this report indicates that the HKCC program varied in its achievement of the evaluation outcomes, if HKCC sets measurable outcomes and SMART goals for its programming it will be better able to measure the impact of its many community-wide efforts and better demonstrate how the HKCC has helped to create healthy behavior changes in the Temiskaming Shores area. Based on the results of the process and outcome evaluation portions of this report we suggest five recommendations be considered for future HKCC programming:

1. Leverage the evaluation experiences with skilled partners in themes 1, 2 and 3 to inform future intervention planning and evaluation.
2. Refine the HKCC logic model/evaluative framework at the beginning of future themes.
3. Build internal and partner evaluation capacity to support future interventions.
4. Work with partners to refine project plans including a realistic evaluation for each intervention that contributes to the HKCC outcomes in the logic model.
5. Standardize documentation (including data collection) to help evaluate and learn from future interventions.

HEALTHY EATING IN RECREATION SETTINGS



BACKGROUND

As part of Healthy Kids Community Challenge Temiskaming Shores Theme 3 (Choose to Boost Veggies and Fruit), a pilot project introduced new healthier food items at the municipal arenas concessions. Smoothies (\$3) and fresh fruit (\$1) were the 2 main options, branded as *Freggie Fuel*.

Project goals: make it easier for patrons to make healthier choices at the concessions; work towards a lasting policy support for healthy eating in the Temiskaming Shores recreation settings.

Timelines & locations: November 2017 - April 2018 (New Liskeard and Haileybury) A survey was conducted (online and New Liskeard arena) to assess patrons feedback on the project. 101 people answered the survey.

NUMBERS



593

smoothies sold



192

pieces of fruit



71

total operation days



Selling healthy items was **FINANCIALLY FEASIBLE** for concession operators.

There was demand for healthy items at arena concessions. 75% of respondents suggested the concession menu to include, **AT LEAST, 50% HEALTHIER OPTIONS.**



The **COST** of the healthy items was **AVERAGE**, but not affordable for everyone (1 in 10 respondents).

Many people were **SATISFIED** with the **TASTE** of the healthy items.

smoothies **58%**

fruit **67%**



46% survey respondents more likely **TO BUY FOOD** at the arenas when healthier items are available.

56% more likely to **EAT HEALTHIER** when healthier items available.

Promotion at the **ARENAS** (50% of respondents) and on **SOCIAL MEDIA** (20%) worked best.



FEEDBACK

"I think over time people will choose the healthier items more & more but it will just take time to change."



"I am extremely happy that my family and I have the option to make healthier choices at the arena. Also, knowing that hockey players, etc., have access to healthier options makes me happy! Keep up the great work."

GOOD TO KNOW



- January, February and March were the busiest months.
- Offering healthier items meant increased food waste with minimal financial impact.
- **STRAWBERRY- BANANA** was the most popular smoothie flavour at both arenas.
- Patrons enjoyed being able to see **REAL FRUIT** being used for the smoothies' preparation.
- Patrons would still like **ADDITIONAL HEALTHIER OPTIONS** available.

RECOMMENDATIONS

- **CONTINUE PROMOTING** healthy items when the arenas are busiest (January - March)
- Consider additional strategies to **PROMOTE FRUIT** sales.
- **ALLOW TIME** for healthy menu items to catch on.
- To make the healthy choice the easy choice for people **AT EVERY INCOME LEVEL**, concession operators may wish to consider setting the cost of the healthy items at or below the cost of similar, less healthy items.



WHAT IS NEXT?

FREGGIE FUEL is now officially part of Temiskaming Shores arena!

The City of Temiskaming Shores **INCORPORATED THE Freggie Fuel GUIDELINES** in the contracts for the concession stands at municipal recreation settings.

Concession operators have access to all the materials needed **TO CONTINUE OFFERING HEALTHIER OPTIONS**, as well as technical support.

This means this project will have a **LASTING IMPACT** on Temiskaming Shores recreation settings!

Don't forget to visit me at the arena this season! I will be there with my **Freggie Fuel** options to give you all the energy you need to win!



WANT TO LEARN MORE about healthy eating in recreation settings in Timiskaming?

Contact the Timiskaming Health Unit at 705-647-4305 or diasl@timiskaminghu.com

BOARD OF HEALTH REPORT

Date: November 7, 2018

Purpose: For Information

Topic: *Youth Tobacco Prevention*

Key Points

- Local youth, school communities and public health are working in partnership toward youth tobacco use prevention.

Issue

Every day tobacco kills more Ontarians than alcohol, cannabis, and other substances combined (Smoke Free Ontario 2018). Tobacco use kills 16,000 Ontarians every year and costs the province \$2.25 billion annually in direct health care costs (Minister of Health and Long-Term Care, 2018).

In Timiskaming, just over 1 in 4 (26%) residents aged 12 and older reported smoking either daily or occasionally. This is higher than the Ontario rate of 17% (CCHS 2015-16). Combatting commercial tobacco use remains a challenge in Timiskaming.

Preventing the initiation and escalation of tobacco use continues to be an important tobacco control strategy. Youth are particularly susceptible to starting to smoke and becoming regular smokers.

Background

The Ministry provides funding to Boards of Health and regional Tobacco Area Networks (TCAN) to implement evidence-informed tobacco control activities. One of the funding streams is for youth tobacco use prevention.

The Ontario Public Health Standards also require Boards of Health to address tobacco through the Substance Use and Injury Prevention and School Health Programs.

Timiskaming Health Unit Action

One of THU's youth tobacco use prevention programs is the Tobacco Youth Champion initiative. Applying youth engagement principles and evidence-informed approaches, Timiskaming Health Unit staff support youth in secondary school settings to impact youth tobacco use outcomes. Staff activities include:

- Youth champion recruitment
- Lead or support training for health promotion and leadership skills
- Support implementation and evaluation of youth tobacco use prevention activities
- Report and share

The attached report highlights some of the activities of local youth tobacco champions. The report will be translated and shared with local youth and school community members.

Submitted by

Kerry Schubert-Mackey, Director of Community Health

Stephanie Gagnon, Community Health Work, RPN

Sarah Clarke, Community Health Worker, RPN

School Health – Youth Tobacco Prevention

YOUTH CHAMPIONS

Tobacco Prevention in Timiskaming

Supported by public health staff, local Tobacco Youth Champions (YC) work to support their peers to be smoke-free.

Every day tobacco kills more Ontarians than alcohol, cannabis, and other substances combined. Tobacco use kills 16,000 Ontarians every year. In Timiskaming, just over 1 in 4 (26%) residents aged 12 and older reported smoking either daily or occasionally. This is higher than the Ontario rate of 17%. Combatting commercial tobacco use remains a challenge in Timiskaming. Preventing the initiation and escalation of tobacco use is an important strategy. Youth are susceptible to starting to smoke and becoming regular smokers.

TOBACCO YC BY THE NUMBERS:

Youth champions are from 5 local high schools and includes over 35 students. Average age 14.5

WHAT DO TOBACCO YC DO?

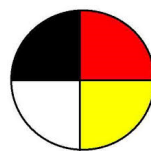
74 meetings were held over an 8 month period to plan and deliver tobacco prevention activities over the 2017-18 school year. Their activities reach youth peers and some adult allies – school staff, parents, and community partners.

ACTIVITY HIGHLIGHTS INCLUDE:

Walking the Good Life: 5 indigenous youth from Timiskaming District Secondary School (TDSS) attended a northeast tobacco prevention summit “Walking the Good Life”. The focus was on understanding the difference between commercial tobacco and sacred tobacco. After this summit youth were inspired! With support from local partners including Timiskaming First Nation, they gained approval to have a medicine garden featuring sacred tobacco in the courtyard of TDSS.



TDSS Powwow: TDSS YC hosted a booth during the annual powwow to teach the differences between commercial and sacred tobacco. The booth featured tobacco plants grown from 1,000 year old tobacco seeds

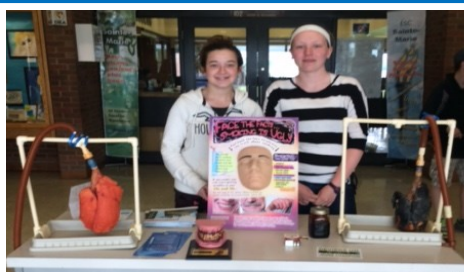


found at an ancient burial site. Reach: 500 students & allies.

Media Literacy Training: 9 YC were trained to deliver Media Smarts “Thinking Like a Tobacco Company” lesson plan to Gr. 7 students. The goal was to increase awareness of how and why the tobacco industry targets young people. Reach: 52 students at KLDCS.



Awareness + Recruitment: Students at ESCSM set up a booth to demonstrate the health impact of tobacco and to encourage their peers to become a Tobacco Youth Champion!



One Day Stand Against Tobacco: YC encouraged KLDCS students to take a break from using tobacco products to promote smoke-free schools and policies. Reach: 500 students.

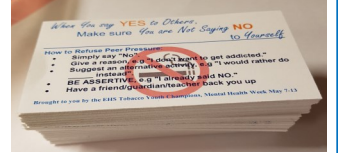


YC hosted **Drop Dead Day** at ECJV whereby **110** students dropped to the ground all at once to mimic the significant impact of commercial tobacco on disease and death.



World No Tobacco Day: 35 YC led approximately **1,200** students in a chalk walk at 4 secondary schools. Topics to 'walk and chalk' about included cessation encouragement, strategies to avoid peer pressure, and anti-commercial tobacco messaging. YC prepared hand-outs on each topic.

Mental Health Week- Addressing Peer Pressure: YC handed out approximately 100 cards that provided tips on refusing tobacco products and other substances when faced with peer pressure. The YC also addressed the myth that smoking reduces stress and held group discussions about healthy ways to reduce stress.
Reach: **120** EHS students.



Youth-4-Action: Exposing Big Tobacco Lies (Canadian Cancer Society): Local YC joined a movement to expose the ways that the tobacco industry markets their products to youth. The YC designed a contest in which students created commercials that educated their peers about big tobacco's lies.



Supporting plain and standardized packaging of tobacco products.

Smoke Free Movies- Media Literacy Education



What made YC efforts difficult*:

- "Lack of youth friendly space in which to work." - 50% of youth surveyed
- "Lack of transportation." - 25% of youth
- "I had no time." - 10% of youth

YC Quotes*:

- "I loved learning about the different laws and how they could be changed slightly to make them more strict and helpful to the environment and people around us."
- "I enjoyed helping other people understand and spread awareness around our school about tobacco."
- "I enjoyed speaking out about smoking at our booths, I also liked talking about how to prevent and say no to smoking in societal situations."
- "Feeling like I belong part of the group, and making a difference. Being part of a team and working together."

Supporting School Boards:

- Conseil scolaire catholique de district des Grandes Rivières:*
École Catholique Jean-Vanier (ECJV)
École Secondaire Catholique Sainte-Marie (ECSM)
- District School Board Ontario North East:*
Timiskaming District Secondary School (TDSS)
Kirkland Lake District Composite School (KLDCS)
Englehart High School (EHS)

The majority of the activities above are from the 2017-18 school year. References available upon request.
*Year end YC Survey. For more information contact the Timiskaming Health Unit.



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

Minutes of the Regular Meeting of the Board

held on Wednesday, June 20, 2018 at 5:30 p.m.

NEOFACS Boardroom – 40 Third Street, Englehart

PRESENT: Doug Jelly – Chair; Todd Morgan – Vice-Chair; Airianna Misener; Clermont Lapointe (via teleconference); Cliff Fielder; Jim Whipple; Norm Mino; Patricia Hewitt; Don Studholme, CAO.

REGRETS: Tina Sartoretto

Staff: Rachel Levis – Human Resources Director

Media: Darlene Wroe, Temiskaming Speaker

CALL TO ORDER: The Regular Meeting of the Board was called to order at 5:30 p.m.

1.0 DISCLOSURE OF PECUNIARY INTEREST

None

2.0 PETITIONS AND DELEGATIONS

None

3.0 ADDITIONS TO AGENDA / ACCEPTANCE OF AGENDA

Resolution # 2018-59 MOVED by Todd Morgan and SECONDED by Cliff Fielder:

THAT the agenda of the regular meeting of the Board held on June 20, 2018 be approved as presented.

CARRIED.

4.0 ADOPTION OF PREVIOUS MINUTES

Resolution # 2018-60 MOVED by Norm Mino and SECONDED by Airianna Misener:

THAT the minutes of the regular Board meeting held on May 16, 2018 be approved as presented.

CARRIED.

5.0 BUSINESS ARISING FROM PREVIOUS MINUTES

Don Studholme, CAO, reported that the affordable housing project in New Liskeard is progressing: The MNR bird study is almost complete and the rezoning proposal will be presented at the next City council meeting on July 10th. Once approved, the building contractors will begin construction.

6.0 OTHER BUSINESS

6.1 Kirkland Lake Scattered Family Units – Capital Update

Don Studholme, CAO, presented this item for information.

6.2 Vacant Land in Kirkland Lake – Deferral of Sale

Don Studholme, CAO, presented this item for information.

6.3 370 Broadway, Haileybury

Don Studholme, CAO, presented this item for information and discussion. This item will be brought forward at the next Board meeting for directions.

6.4 CAO Report

Don Studholme, CAO, presented this item for information.

Rachel Levis and Darlene Wroe left the meeting at 6:02 p.m.

7.0 IN CAMERA SESSION

Resolution # 2018-61 MOVED by Cliff Fielder and SECONDED by Patricia Hewitt:

THAT the Board move into the in camera session to discuss a Human Resources issue.

CARRIED.

8.0 RETURN TO THE REGULAR MEETING

Resolution # 2017-62 MOVED by Cliff Fielder and SECONDED by Patricia Hewitt:

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

CARRIED.

9.0 ADJOURNMENT / NEXT MEETING

Resolution # 2018-63 MOVED by Todd Morgan and SECONDED by Norm Mino:

RESOLVED THAT the Board meeting be hereby adjourned at 6:27 p.m.

AND that the next meeting be held on August 15, 2018, in Englehart or at the call of the Chair.

CARRIED.

Minutes signed as approved by the Board:



Doug Jelly, Board Chair



Date

Recorder: Lise Gauvreau



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

Minutes of the Regular Meeting of the Board

held on Wednesday, August 15, 2018 at 5:30 p.m.

NEOFACS Boardroom – 40 Third Street, Englehart

PRESENT: Doug Jelly – Chair; Airianna Misener; Cliff Fielder; Jim Whipple; Patricia Hewitt (via teleconference); Tina Sartoretto; Don Studholme, CAO.

REGRETS: Clermont Lapointe; Norm Mino; Todd Morgan – Vice-Chair

CALL TO ORDER: The Regular Meeting of the Board was called to order at 5:30 p.m.

1.0 DISCLOSURE OF PECUNIARY INTEREST

None

2.0 PETITIONS AND DELEGATIONS

None

3.0 ADDITIONS TO AGENDA / ACCEPTANCE OF AGENDA

Resolution # 2018-64 MOVED by Airiana Misener and SECONDED by Cliff Fielder:

THAT the agenda of the regular meeting of the Board held on August 15, 2018 be approved as presented.

CARRIED.

4.0 ADOPTION OF PREVIOUS MINUTES

Resolution # 2018-65 MOVED by Jim Whipple and SECONDED by Tina Sartoretto:

THAT the minutes of the regular Board meeting held on June 20, 2018 be approved as presented.

CARRIED.

5.0 BUSINESS ARISING FROM PREVIOUS MINUTES

Don Studholme, CAO, reported that the Ministry of Natural Resources and Forestry has completed their bobolink bird survey regarding the Grant Drive property in Temiskaming Shores and that construction of the new development can now proceed.

Chair Doug Jelly reported that the City of Temiskaming Shores will assume the responsibility of the laneway next to the 370 Broadway building in Temiskaming Shores. The site plan will be approved and the zoning by-law will be presented at their next town council meeting.



Minutes of the Regular Meeting of the Board

held on Wednesday, September 19, 2018 at 5:30 p.m.

Englehart Medical Centre - 63, 5th Street, Englehart

PRESENT: Todd Morgan – Vice-Chair; Airianna Misener; Clermont Lapointe; Cliff Fielder; Jim Whipple; Norm Mino; Patricia Hewitt (via teleconference); Tina Sartoretto; Don Studholme, CAO.

REGRETS: Doug Jelly – Chair

STAFF: Dani Grenier-Ducharme – Children's Services Manager; Kelly Black – Social Housing Manager; Mark Stewart – Director of Client Services

MEDIA: Darlene Wroe, Temiskaming Speaker

CALL TO ORDER: The Regular Meeting of the Board was called to order at 5:30 p.m.

1.0 DISCLOSURE OF PECUNIARY INTEREST

None

2.0 PETITIONS AND DELEGATIONS

None

3.0 ADDITIONS TO AGENDA / ACCEPTANCE OF AGENDA

Resolution # 2018-69 MOVED by Clermont Lapointe and SECONDED by Norm Mino:

THAT the agenda of the regular meeting of the Board held on September 19, 2018 be approved as presented.

CARRIED.

4.0 ADOPTION OF PREVIOUS MINUTES

Resolution # 2018-70 MOVED by Jim Whipple and SECONDED by Cliff Fielder:

THAT the minutes of the regular Board meeting held on August 15, 2018 be approved as presented.

CARRIED.

5.0 BUSINESS ARISING FROM PREVIOUS MINUTES

nil

6.0 OTHER BUSINESS

6.1 General Insurance Renewal 2018/2019

Don Studholme, CAO, presented this item for approval.

Resolution # 2018-71 MOVED Cliff Fielder by and SECONDED by Airianna Misener:

THAT the Board approve the renewal of our general insurance package with Frank Cowan Company at an approximate cost of \$69,901 plus applicable taxes. This amount may change slightly due to additions or deletions to our ambulance fleet.

CARRIED.

6.2 Timiskaming DSSAB 2018 Child Care Agreement

Dani Grenier-Ducharme presented this item for approval.

Resolution # 2018-72 MOVED by Norm Mino and SECONDED by Cliff Fielder:

THAT the Board approve the Timiskaming DSSAB 2018 Child Care Transfer Payment Agreement dated September 2018.

CARRIED.

6.3 Hudson Tiered Response Agreement

Don Studholme, CAO, presented this item for approval.

Resolution # 2018-73 MOVED by Clermont Lapointe and SECONDED by Jim Whipple:

THAT the Board approve a request and recommendation from the EMS Paramedic Chief to implement the Tiered Response Agreement with the Township of Hudson as presented and attached.

CARRIED.

6.4 New Integrated Coordinator Position for Housing Services and Ontario Works

Mark Stewart presented this item for information.

6.5 Maximum Rent Increase for 2019

Kelly Black presented this item for approval.

Resolution # 2018-74 MOVED by Airianna Misener and SECONDED by Jim Whipple:

THAT the Board approve to increase the maximum rents for all DTSSAB owned social housing buildings the full 1.8% allowed as per the 2019 Market Rent Control Guidelines set by the Ministry. The increase would be effective January 1, 2019.

CARRIED.

6.6 Operational Reviews of Housing Providers

Kelly Black presented this item for information.

6.7 Affordable Housing New Build

Kelly Black presented this item for approval.

Resolution # 2018-75 MOVED by Clermont Lapointe and SECONDED by Jim Whipple:

THAT the Board approve to award the quote for Project Management Services for the Affordable Housing New Build on Grant Drive in Temiskaming Shores to MaJIC (Materials Joining Innovation Centre) at the cost of \$90 per hour estimated to cost approximately \$25,000 plus HST over the contract term.

CARRIED.

6.8 370 Broadway, Temiskaming Shores

Don Studholme, CAO, presented this item for approval.

Resolution # 2018-76 MOVED by Tina Sartoretto and SECONDED by Jim Whipple:

THAT the Board sell the laneway access at 370 Broadway Ave. (located on the left hand side of the building when facing the building) to the City of Temiskaming Shores for a minimal fee of \$2 to reduce the liability of this piece of land as a number of surrounding land owners uses this laneway to access the back of their property.

CARRIED.

6.9 ODSP Relocation

Don Studholme, CAO, presented this item for approval.

Resolution # 2018-77 MOVED by Cliff Fielder and SECONDED by Jim Whipple:

THAT the Board give approval to the CAO to continue the background work of having ODSP relocate permanently to 29 Duncan Ave. N in Kirkland Lake and report back to the Board in October regarding talks with Infrastructure Ontario.

CARRIED.

6.10 CAO Report

Don Studholme, CAO, presented this item for information.

7.0 IN CAMERA SESSION

Resolution # 2018-78 MOVED by Norm Mino and SECONDED by Clermont Lapointe:

THAT the Board move into the in camera session to discuss one Human Resources matter and one property matter.

CARRIED.

8.0 RETURN TO THE REGULAR MEETING

Resolution # 2018-79 MOVED by Jim Whipple and SECONDED by Tina Sartoretto:

THAT the Board resolve to rise from the in camera session and reconvene with the regular meeting of the Board without report at 7:29 p.m.

CARRIED.

9.0 ADJOURNMENT / NEXT MEETING


Resolution # 2018-80 MOVED by Clermont Lapointe and SECONDED by Tina Sartoretto:

RESOLVED THAT the Board meeting be hereby adjourned at 7:32 p.m.

AND that the next meeting be held on October 17, 2018, in Englehart or at the call of the Chair.

CARRIED.

Minutes signed as approved by the Board:




Doug Jelly, Board Chair

Oct 17, 2018

Date

Recorder: Lise Gauvreau



TODD MORGAN, Vice-Chair

Oct 17, 2018

Minutes of the Regular Meeting of the Board

held on Wednesday, October 17, 2018 at 5:30 p.m.

Englehart Medical Centre - 63, 5th Street, Englehart

PRESENT: Doug Jelly – Chair; Todd Morgan – Vice-Chair; Airianna Misener; Clermont Lapointe; Cliff Fielder; Jim Whipple; Norm Mino; Patricia Hewitt; Tina Sartoretto; Don Studholme, CAO.

STAFF: Kelly Black – Social Housing Manager

CALL TO ORDER: The regular meeting of the Board was called to order at 5:44 p.m.

1.0 DISCLOSURE OF PECUNIARY INTEREST

None

2.0 PETITIONS AND DELEGATIONS

None

3.0 ADDITIONS TO AGENDA / ACCEPTANCE OF AGENDA

Resolution # 2018-81 MOVED by Patricia Hewitt and SECONDED by Cliff Fielder:

THAT the agenda of the regular meeting of the Board held on October 17, 2018 be approved as amended:

Add under item 6.0 New Business: 6.7 – Legion's Assistance Program (verbal information).

CARRIED.

4.0 ADOPTION OF PREVIOUS MINUTES

Resolution # 2018-82 MOVED by Clermont Lapointe and SECONDED by Todd Morgan:

THAT the minutes of the regular meeting of the Board held on September 19, 2018 be approved as presented.

CARRIED.

5.0 BUSINESS ARISING FROM PREVIOUS MINUTES

Don Studholme, CAO, will report at a later date regarding the 3rd tier response agreement with the Township of Hudson as no information has been received yet.

The City of Timiskaming Shores has agreed to purchase the laneway access of 370 Broadway Avenue for a minimal fee of \$2 to reduce DTSSAB's liability of this piece of land. A resolution will be passed for approval at their next council meeting.

Don Studholme is waiting to meet with Infrastructure Ontario regarding the possibility of having ODSP relocate permanently to 29 Duncan Ave. N. in Kirkland Lake. He will report at a later date.

6.0 OTHER BUSINESS

6.1 2018 Q3 Financial Summary

Don Studholme, CAO, presented this item for information.

6.2 2019/2020 Bi-Annual Service Contract Tenders

Kelly Black, Housing Manager, presented this item for approval.

Resolution # 2018-83 MOVED by Patricia Hewitt and SECONDED by Jim Whipple:

THAT the Board approves to award the Bi-Annual Service Contract Tenders for social housing buildings effective January 1, 2019 through December 31, 2020 as follows;

- i) **Move Out Painting and Cleaning PTC 2018 - 04**
Northern/Central/Southern - Doug & JoAnn's Painting and Cleaning Services
- ii) **Plumbing and Heating PTC – 2018 - 01**
Northern – Chad Plumbing
Central/Southern – Packard Plumbing
- iii) **Electrical PTC 2018 - 03**
Northern – Kohut Electric
Central/Southern – GRL Electric
- iv) **Appliance PTC 2018 - 02**
Northern/Central/Southern - Chico's Fix It All
- v) **Snow Removal PTC – 2018 – 05**
Cobalt (29 Miller & 26 Ferland) – Don Adshead
Larder Lake (99 Thompson) – Crema Enterprises
Englehart (108 Fifth, 69 Sixth, 30 Ninth & 45 Tenth) – James Reibling
Earlton (37/37A/41 Tenth Street) - James Reibling
Haileybury/North Cobalt (370/480 Broadway & 390 Lakeview) – Don Adshead
New Liskeard (100/154 Market Street) – Alvin Caldwell Sand and Gravel
Kirkland Lake (25/25A Tweedsmuir Road & 42 Churchill Drive) – Northern Property Services
Elk Lake (20 Lake Street) – Gary Palmer.

CARRIED.

6.3 James Fire Department

Don Studholme, CAO, presented this item for discussion and for approval.

Resolution # 2018-84 MOVED by Todd Morgan and SECONDED by Jim Whipple:

THAT the Township of James be billed for the \$6,300 that they did not remit to the DTSSAB in regards to a search and rescue that their Fire Department did in an unincorporated township and that if the invoice is not paid by the end of November 2018 then we will start charging the Township of James interest on the outstanding amount.

CARRIED.

6.4 iPads

Don Studholme, CAO, presented this item for discussion.

6.5 2018 Q3 Operational Overview Report

Don Studholme, CAO, presented this item for information.

6.6 CAO Report

Don Studholme, CAO, presented this item for information.

6.7 Legion's Assistance Program

Doug Jelly, Chair, presented this item for information.

7.0 ADJOURNMENT / NEXT MEETING

Resolution # 2018-85 MOVED by Cliff Fielder and SECONDED by Airianna Misener:

RESOLVED THAT the Board meeting be hereby adjourned at 7:09 p.m.

AND that the next meeting be held on November 21, 2018, in Englehart or at the call of the Chair.

CARRIED.

Minutes signed as approved by the Board:



Doug Jelly, Board Chair

2018-11-21

Date

Recorder: Lise Gauvreau



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

Wednesday, December 5, 2018 – 10:00 AM

Timiskaming Health Unit

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

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

MINUTES

1. CALL TO ORDER

- Meeting called to order at 10:00 a.m.

2. ROLL CALL

MEMBERS:

- | | | |
|---|--|--|
| <input type="checkbox"/> Janice Labonte – Chair | <input checked="" type="checkbox"/> George Depencier | <input checked="" type="checkbox"/> Bob Hobbs |
| <input type="checkbox"/> Debbie Despres | <input checked="" type="checkbox"/> Nicki Duke | <input checked="" type="checkbox"/> Walter Humeniuk |
| <input checked="" type="checkbox"/> Carman Kidd (Mayor) | <input checked="" type="checkbox"/> Josette Cote | <input checked="" type="checkbox"/> Mike McArthur (Councillor) |

CITY STAFF:

- Christopher Oslund, City Manager
- Mitch Lafreniere, Manager of Physical Assets
- Kelly Conlin, Executive Assistant

Josette chaired the meeting in the absence of Janice Labonte.

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- None

4. APPROVAL OF AGENDA

Moved by: Mike McArthur

Seconded by: Bob Hobbs

Be it resolved that:

The agenda for the December 4, 2018 TSAAC meeting be approved as printed.

CARRIED

5. ADOPTION OF PREVIOUS MINUTES

Moved by: Carman Kidd

Seconded by: Walter Humenuik

Be it resolved that:

The Minutes for the September 19, 2018 TSAAC meeting be approved as printed.

CARRIED

6. DISCLOSURE OF CONFLICT OF INTEREST AND GENERAL NATURE

- None

7. DELEGATION/PRESENTATION

- None

8. CORRESPONDENCE

- None

9. BUSINESS ARISING FROM THE MINUTES

10. UNFINISHED BUSINESS

a) Multi-year Accessibility Plan - Review

The Committee reviewed the draft as presented and discussed ways to get the community involved in the review prior to finalizing the plan. The Committee also discussed going on a facility tour in 2019.

Moved by: Walter Humenuik
Seconded by: Mike McArthur

Be it resolved that:
The TSAAC hereby supports presenting the multi-year accessibility plan to a focus group open house with community stakeholders in early 2019.

CARRIED

Moved by: Nikki Duke
Seconded by: Walter Humenuik

Be it resolved that:
The TSAAC hereby approves the Multi-year Accessibility Plan in principal as presented.

CARRIED

11. NEW BUSINESS

12. SCHEDULING OF MEETINGS

As this is the end of the current term for the Committee, the next regular TSAAC meeting will be scheduled once the new Committee members been appointed by Council.

13. ITEMS FOR FUTURE MEETINGS

- Focus Groups
- Facility Tour
- Discussion with Director of Public Works (Curb Cuts, Accessible parking, etc.)

14. ADJOURNMENT

Moved by: Mike McArthur
Seconded by: Bob Hobbs

Be it resolved that:
TSAAC adjourns at 11:30 A.M

CARRIED

1.0 CALL TO ORDER

The meeting was called to order at 10:10 a.m.

2.0 ROLL CALL

- Mayor Carman Kidd
- Chris Oslund, City Manager
- Councillor Doug Jelly
- Councillor Danny Whalen
- Doug Walsh, Director of Public Works
- Mitch Lafreniere, Manager of Physical Assets
- Steve Burnett, Technical and Environmental Compliance Coordinator
- Kelly Conlin, Executive Assistant

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

4.0 ADOPTION OF AGENDA

Recommendation BM-2018-022

Moved by: Councillor Doug Jell

Be it resolved that:

The Building Maintenance Committee Meeting Agenda for the October 18, 2018 meeting be adopted as printed.

Carried

5.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation BM-2018-023

Moved by: Mayor Carman Kidd

Be it resolved that:

The Building Committee Meeting minutes of September 28, 2018 be adopted as presented.

Carried

6.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

7.0 CORRESPONDENCE

None

8.0 PRESENTATIONS

None

9.0 UNFINISHED BUSINESS

9.1 PFC

Discussion:

Mitch Lafreniere provided the Committee with an update. The project is nearing completion with the final work being completed on the hot tub and hot water pumps later this week. Overall, the project went very well and feedback has been positive.

9.2 Building Division Staff Update

Discussion:

No update

9.3 DFO Property Erosion

Discussion:

Mitch Lafreniere provided the DFO property file to Carman to possibly speak with someone at the Ministry level about the delays and lack of communication on this request. Chris requested that Mitch provide the new Council with an overall update in early 2019.

9.4 New Liskeard Library – Update

Discussion:

Any costs for the relocation of the New Liskeard library will be included in the 2019 budget for consideration.

9.5 Bucke Park Chalet

Discussion:

No update. Chris Oslund will be checking the property file for a letter that may have been sent from Agnico Eagle in regards to divesting the property.

9.6 Conservation and Demand Management (CDM)/Municipal Energy Plan

Discussion:

No update

9.7 Accessibility Upgrades – NL Community Hall/D. Shepherdson Arena

Discussion:

Mitch Lafreniere has received a revised set of drawings with a cost estimate of approximately \$360,000 (for only the D. Shepherdson Arena). Mitch has also asked the engineers to focus on the arena as the priority project, and then address the NL Community Hall. There is a potential for \$100,000 from the Enabling Accessibility Fund.

9.8 Haileybury Fire Station

Discussion:

Committee members and staff recently toured both the Larder Lake and Powassan Fire Stations. The intent of the tours was to get a better sense of size, construction, etc. that may be used in the event that Council decides to construct a new station in Haileybury. The new Council will have to determine if they would like a new build, the location or a refurbishment of the existing building, as well as, determine when this would take place.

10.0 NEW BUSINESS

10.1 LED Incentives

Discussion:

Mitch Lafreniere made the Committee aware an incentive that has become available from Hydro One for the replacement of light bulbs to LED. If successful, the City could receive up to \$2,000/building to switch. Mitch has asked for quotes on each of our buildings to determine if this would be a worthwhile project.

10.2 Changeroom – Haileybury Arena

Discussion:

Mitch Lafreniere advised the Committee that a local fundraising group (Alexa Corneil Memorial fund) recently donated funds to the City to have a changeroom at the Haileybury Arena designated as a Girls only changeroom. The work will be completed in January 2019.

11.0 ADMINISTRATIVE REPORTS

None

12.0 NEXT MEETING

The next meeting of the Building Maintenance Committee will be scheduled for November 15, 2018 at 10:30 a.m.

13.0 ADJOURNMENT

Recommendation BM-2018-024

Moved by Mayor Carman Kidd

Be it resolved that:

The Building Maintenance Committee, be hereby adjourned at 11:02 am

Carried

COMMITTEE CHAIR

RECORDING SECRETARY

1.0 CALL TO ORDER

The meeting was called to order at 10:41 a.m.

2.0 ROLL CALL

- Mayor Carman Kidd
- Chris Oslund, City Manager
- Councillor Doug Jelly
- Councillor Danny Whalen
- Doug Walsh, Director of Public Works
- Mitch Lafreniere, Manager of Physical Assets
- Steve Burnett, Technical and Environmental Compliance Coordinator
- Kelly Conlin, Executive Assistant

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

4.0 ADOPTION OF AGENDA

Recommendation BM-2018-025

Moved by: Mayor Carman Kidd

Be it resolved that:

The Building Maintenance Committee Meeting Agenda for the November 15, 2018 meeting be adopted as printed.

Carried

5.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation BM-2018-026

Moved by: Councillor Doug Jelly

Be it resolved that:

The Building Committee Meeting minutes of October 18, 2018 be adopted as presented.

Carried

6.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

7.0 CORRESPONDENCE

8.0 PRESENTATIONS

9.0 UNFINISHED BUSINESS

9.1 PFC

Discussion:

Mitch Lafreniere provided the Committee with an update in regards to the Pool Fitness Centre upgrades. The permanent pumps have been installed with one more arriving to be installed next week in the hot tub. Project has been completed on budget.

9.2 Building Division Staff Update

Discussion:

No update.

9.3 DFO Property Erosion

Discussion:

The file information has been provided to Carman and Danny to hopefully speak to at a delegation at the upcoming ROMA conference.

9.4 New Liskeard Library – Update

Discussion:

Mitch Lafreniere has included the Library relocation estimates in the 2019 budget for consideration. Chris Oslund has met with Library CEO, Rebecca Hunt to review the estimates provided and to bring information back to the library board.

9.5 Bucke Park Chalet

Discussion:

No update

9.6 Conservation and Demand Management (CDM)/Municipal Energy Plan

Discussion:

Mitch Lafreniere will be meeting with VIP Engery on November 27th.

9.7 Accessibility Upgrades – NL Community Hall/D. Shepherdson Arena

Discussion:

Mitch Lafreniere has included the estimated costs for the Accessibility upgrades in the 2019 budget. The City has also applied to the enabling accessibility fund, however, won't know until the spring of 2019 if our application was successful.

9.8 Haileybury Fire Station

Discussion:

Mitch Lafreniere will be requesting funds as part of the 2019 budget to start addressing items that would need to be completed prior to a relocation of the Haileybury Fire station such as geotechnical study and engineering, and bringing services to the property.

10.0 NEW BUSINESS

10.1 Don Shepherdson Memorial Arena – Emergency Repairs

Discussion:

As a result of a collapsed sanitary line, 45 feet of flooring in the lobby of the arena now has to be replaced. Mitch has included replacement flooring in the 2019 budget.

10.2 2019 Fleet Replacement

Discussion:

Mitch Lafreniere reviewed the 2019 Fleet Replacement costs and advised the Committee that staff are looking into alternative ways to save on costs, such as purchasing used vehicles.

11.0 ADMINISTRATIVE REPORTS

12.0 NEXT MEETING

The next meeting of the Building Maintenance Committee will be scheduled for December 20, 2018 at 10:30 a.m.

13.0 ADJOURNMENT

Recommendation BM-2018-027

Moved by Councillor Doug Jelly

Be it resolved that:

The Building Maintenance Committee, be hereby adjourned at 11:24 a.m.

Carried

COMMITTEE CHAIR

COMMITTEE SECRETARY

1. CALL TO ORDER

The meeting was called to order at 8:30 A.M.

2. ROLL CALL

- | | |
|---|---|
| <input checked="" type="checkbox"/> Mayor Carman Kidd | <input checked="" type="checkbox"/> Mitch Lafreniere, Manager of Physical Assets |
| <input checked="" type="checkbox"/> Councillor Doug Jelly | <input checked="" type="checkbox"/> Darrell Phaneuf, Environmental Superintendent |
| <input type="checkbox"/> Councillor Patricia Hewitt | <input type="checkbox"/> Jamie Sheppard, Transportation Superintendent |
| <input checked="" type="checkbox"/> Chris Oslund, City Manager | <input checked="" type="checkbox"/> Kelly Conlin, Executive Assistant |
| <input checked="" type="checkbox"/> Doug Walsh, Director of Public Works | |
| <input checked="" type="checkbox"/> Steve Burnett, Technical & Environmental Compliance | |

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

Recommendation PW-2018-51

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee agenda for the October 18, 2018 meeting be approved as printed.

Carried

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation PW-2018-052

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee minutes for the September 28, 2018 regular meeting be adopted as presented.

Carried

7. PRESENTATIONS

None

8. INTERNAL/EXTERNAL CORRESPONDENCE

None

9. UNFINISHED BUSINESS

9.1 WOOD - New Waste Management Capacity

Previous Discussion:

The P.O. for the amendment to the Closure Plan has been issued and work is on-going. Mary Kelly has been in contact with the MOECP, and is hopeful that a review will begin sometime by the end of August or early September. Once that has been done, there is a 5-week comment period with the Ministry. Once the comment period is over, the Ministry has 13 weeks to complete and finalize. At the earliest, we could have official notice of completion in January 2019.

Discussion:

The public comment period for the ministry review of the EA ends on October 19, 2018. To date there have been three comments, all of which can or will be dealt with. From here, the Ministry has 13 weeks to make a decision. Work on the Environmental Compliance Approval for design and operation can start prior to the EA approval and the current contract with Wood includes the design. The City could potentially tender construction in the Fall of 2019 for 2020 and operational by 2021. Chris Oslund requested that Steve Burnett present a summary of the landfill status to the new Council in early 2019.

9.2 Public Works Staff Training

Previous Discussion:

Steve Burnett reported that the City recently hosted the first of three water courses. The workshop was very well attended and assists in keeping the costs low for the City.

Discussion:

The City recently hosted 3 water courses, all of which, were attended well and reduced the City's cost for the required training of the Water and Sewer Operators.

The Public Work staff recently met to review the 2018-2019 Winter Control Plan, as well as, a review of health and safety items and the new requirements of our Commercial Vehicle Operators Registration (CVOR).

9.3 Public Works Department Update

Previous Discussion:

No update

Discussion:

The City recently filled two full time vacancies in the department, both new employees will start on October 29, 2018.

The department fleet is ready for Winter, and the mixing of salt and sand will get underway next week. Doug Walsh also made the Committee aware of a mouse problem at 200 Lakeshore. Staff will be obtaining quotes on reinsulating and replacing the drop ceiling in the offices.

9.4 Full Solid Waste Management Program

Previous Discussion:

No update

Discussion:

No update

9.5 Roads Needs Study

Previous Discussion:

The sidewalk component of the Roads Needs study is now complete and will be incorporated into the final report.

Discussion:

No update

9.6 Riverside Drive – Parking Request

Previous Discussion:

Darrell Phaneuf reported that the relocation of the trailer dumping station located at the Riverside Place parking lot is nearing completion.

Discussion:

No update

9.7 UV System – Haileybury Wastewater plant

Previous Discussion:

Design is now 90% complete. Work is ongoing.

Discussion:

Work on the design is on-going.

9.8 2018 Roadway Rehabilitation Program

Previous Discussion:

The 2018 Roadway program is now complete and work will begin on the 2019 program. Steve Burnett will inquire on the status of the section of West Road that requires additional surface treatment.

Discussion:

The additional surface treatment required on the West Road will be applied in the Spring of 2019. Millers may investigate other options for that surface such as a slurry seal.

9.9 Traffic Impact Study – Grant Drive Area

Previous Discussion:

The 1st draft of the study has been received, Recommendations will be submitted to the City from Paradigm. Steve Burnett will forward the draft to Committee members.

Discussion:

The information collected from Paradigm has been sent to the MTO for approval. Once the MTO has had an opportunity to review, the three parties (Paradigm/MTO/City) will meet to discuss. It will likely be January/February 2019 before the report is finalized.

9.10 Beach Gardens

Previous Discussion:

The public meeting for the zoning amendment is scheduled for the October 9th Council meeting. On-going.

Discussion:

On-going

9.11 2018 Funding Applications

Previous Discussion:

The OCIF application has been submitted as per the Committee recommendation. It will likely be early 2019 before the City knows if its application was successful.

Discussion:

No update

9.12 Strategic Plan – Update

Previous Discussion:

No update

Discussion:

No update.

9.13 DTSSAB Housing Update

Previous Discussion:

The locates have been completed for this project and construction will begin very soon.

Discussion:

Site work has started and the servicing (City's obligation) has been completed. Total cost for the servicing was approximately \$16,800.

9.14 370 Broadway – Haileybury (Algonquin Court)

Previous Discussion:

The report for the acquisition of land was presented at the September Council meeting. The Clerk's Department is currently awaiting a survey for the property.

Discussion:

No update

9.15 Grant Drive Culvert

Previous Discussion:

Steve Burnett made the Committee aware that staff is currently working on the delineation of an easement for the large culvert located on Grant Drive. In the event of further development in that area, the easement will allow the City to complete any necessary repairs or work to the culvert.

Discussion:

The delineation of an easement has been completed.

9.16 Crosswalk – John Street/Whitewood Avenue

Previous Discussion:

The Committee thanked Ms. Andrews for her presentation regarding options for a Crosswalk at the Whitewood/John area.

Recommendation PW-2018-049

Moved by: Councillor Patricia Hewitt

Be it resolved that:

The Public Works Committee hereby requests that the Director of Public Works investigate potential options and costing for the October Public Works committee meeting for a crosswalk at John and Whitewood in New Liskeard such as: Reinstating a crossing guard, flashing crosswalk, stop lights, or other traffic calming mechanisms including hash marks and signage.

Carried

Discussion:

Doug Walsh presented information on the number of students he recently counted in the area of Whitewood/John and stated there are other options to consider should Council decide to install a crosswalk such as ideal location, traffic flow, proximity to stop lights, etc.

Recommendation PW-2018-053

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee hereby supports further investigation and consultation on a pedestrian crosswalk on Whitewood Avenue.

Carried

10. **NEW BUSINESS**
None

11. **CLOSED SESSION**

Recommendation PW-2018-054

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee convene into Closed Session at 9:40 a.m. to discuss the security of the property of the municipality or local board under Section 239 (2) (a) of the Municipal Act, 2001.

- Development – Grant Drive/Drive-in Theatre Rd.

Carried

Recommendation PW-2018-055

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee rise with report at 9:55 a.m.

Carried

Recommendation PW-2018-056

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee hereby supports the submission of a funding application for the Phase II of the Dymond Linking project.

Carried

12. NEXT MEETING

The next meeting of the Public Works Committee is scheduled for November 15, 2018 to commence at 9:00 a.m.

13. ADJOURNMENT

Recommendation PW-2018-057

Moved by:

Be it resolved that:

The Public Works Committee meeting is adjourned at t 10:00 a.m.

Carried

1. CALL TO ORDER

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

2. ROLL CALL

- | | |
|---|---|
| <input checked="" type="checkbox"/> Mayor Carman Kidd | <input checked="" type="checkbox"/> Mitch Lafreniere, Manager of Physical Assets |
| <input checked="" type="checkbox"/> Councillor Doug Jelly | <input checked="" type="checkbox"/> Darrell Phaneuf, Environmental Superintendent |
| <input type="checkbox"/> Councillor Patricia Hewitt | <input type="checkbox"/> Jamie Sheppard, Transportation Superintendent |
| <input checked="" type="checkbox"/> Chris Oslund, City Manager | <input checked="" type="checkbox"/> Kelly Conlin, Executive Assistant |
| <input checked="" type="checkbox"/> Doug Walsh, Director of Public Works | |
| <input checked="" type="checkbox"/> Steve Burnett, Technical & Environmental Compliance | |

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

Under New Business – 10.1: Status of Uniboard facility – Lakeshore Road
10.2: Environmental Commissioners Report

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

5. APPROVAL OF AGENDA

Recommendation PW-2018-58
Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee agenda for November 15, 2018 the meeting be approved as amended

Carried

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation PW-2018-059
Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee minutes for the October 18, 2018 regular meeting be adopted as presented.

Carried

7. PRESENTATIONS

8. INTERNAL/EXTERNAL CORRESPONDENCE

8.1 Letter – Township of Evantural to Premier Ford; Re: Maintenance Work – ONR

Recommendation PW-2018-060

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee hereby requests that Council for the City of Temiskaming Shores consider the request of support from the Township of Evantural in regards to maintenance work completed by the Ontario Northland Railway at railroad crossings within respective municipalities.

Carried

8.2 E-mail – Kevin Plant, STOP sign – Cosman/Bolger

Recommendation PW-2018-061

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee hereby acknowledges receipt of the correspondence from Mr. Kevin Plant. No further action will be taken at this time.

Carried

9. UNFINISHED BUSINESS

9.1 WOOD - New Waste Management Capacity

Previous Discussion:

The public comment period for the ministry review of the EA ends on October 19, 2018. To date there have been three comments, all of which can or will be dealt with. From here, the Ministry has 13 weeks to make a decision. Work on the Environmental Compliance Approval for design and operation can start prior to the EA approval and the current contract with Wood includes the design. The City could potentially tender construction in the Fall of 2019 for 2020 and operational by 2021. Chris Oslund requested that Steve Burnett present a summary of the landfill status to the new Council in early 2019.

Discussion:

No update

9.2 Public Works Staff Training

Previous Discussion:

The City recently hosted 3 water courses, all of which, were attended well and reduced the City's cost for the required training of the Water and Sewer Operators.

The Public Work staff recently met to review the 2018-2019 Winter Control Plan, as well as, a review of health and safety items and the new requirements of our Commercial Vehicle Operators Registration (CVOR).

Discussion:

Staff has developed a training plan for the 2019 budget that includes an Executive Diploma in Management through AMCTO. The City would host the course, and invite other municipalities to attend, which would offset a majority of the costs and save on travel.

9.3 Public Works Department Update

Previous Discussion:

The City recently filled two full time vacancies in the department, both new employees will start on October 29, 2018.

The department fleet is ready for Winter, and the mixing of salt and sand will get underway next week. Doug Walsh also made the Committee aware of a mouse problem at 200 Lakeshore. Staff will be obtaining quotes on reinsulating and replacing the drop ceiling in the offices.

Discussion:

The two newest members of the department has started and the Temporary Seasonal employee will be starting on November 26th.

9.4 Full Solid Waste Management Program

Previous Discussion:

No update

Discussion:

Steve Burnett made the Committee aware of preliminary meetings with Timiskaming First Nation (TFN). TFN is looking to partner with the City of Temiskaming Shores for the purpose of disposing of their recycling and waste at the New Liskeard landfill once it reopens. Steve has received two letters of support from the participating bands and expects further support will be coming from the Tribal Council. The Committee was supportive of this partnership and will await more information as we move forward.

Steve also spoke about the Recycling Calendar and questioned if the Committee would be open to the idea of having printed calendars available, however, not having the mass mailout

this year. Staff are confident that several of the calendars that are mailed out every year to our residents, are not being used. The alternative to the paper calendar would be the “Recycling Coach” app that is available for free. The app is installed on your device and reminds you if it is garbage week/recycling week and what day you are to have it out for pick up. Overall, the Committee is favourable of the app, but would like to use the printed calendars to promote and explain that moving forward, printed calendars would be available by request instead of the mass mailout.

9.5 Roads Needs Study

Previous Discussion:

No update

Discussion:

No update

9.6 Riverside Drive – Parking Request

Previous Discussion:

No update

Discussion:

Following the Christmas Farmer’s Market, staff will set up a meeting with the group to discuss any concerns/issues they may have had throughout the season.

9.7 UV System – Haileybury Wastewater plant

Previous Discussion:

Work on the design is on-going.

Discussion:

RV Anderson has submitted a project cost estimate of \$1.3 million. Currently, staff is waiting on any funding opportunities that may be available to assist in the covering the cost of this project.

9.8 2019 Roadway Rehabilitation Program

Previous Discussion:

The additional surface treatment required on the West Road will be applied in the Spring of 2019. Millers may investigate other options for that surface such as a slurry seal.

Discussion:

Work on the 2019 Roadway Rehabilitation Program is underway in conjunction with the 2019 budget. In early 2019, Chris Oslund will be scheduling a session with Council to review their goals and objectives for the next 4-year term in regards to several areas, including roadways. Doug Walsh stated that he will also be incorporating the 2018 Bridge report once it is received

from K.Smart. Staff will also be working towards the development of an Asset Management Plan Policy in 2019.

9.9 Traffic Impact Study – Grant Drive Area

Previous Discussion:

The information collected from Paradigm has been sent to the MTO for approval. Once the MTO has had an opportunity to review, the three parties (Paradigm/MTO/City) will meet to discuss. It will likely be January/February 2019 before the report is finalized.

Discussion:

Doug Walsh has sent a reminder to Paradigm, as they are now behind schedule. Staff expressed disappointment with both Paradigm and the lack of deliverables. Council members will be requesting a delegation with the Ministry of Transportation to discuss this matter at the upcoming ROMA conference (Jan 2019).

9.10 Beach Gardens

Previous Discussion:

On-going.

Discussion:

Council recently approved a memorandum of understanding between the City and Rivard Bros, so work can begin. Work on the Development Agreement is on going.

9.11 Funding Applications

Previous Discussion:

No update

Discussion:

There have been no updates in regards to any upcoming funding opportunities. The City will not know if the OCIF application for Albert Street was successful until early 2019.

9.12 Strategic Plan – Update

Previous Discussion:

No update

Discussion:

Doug Walsh reviewed the objectives that have been met thus far and work that is on going in regards to the goal of *Enhancing Community Relationships* and the goal of *Review of current business practices*.

9.13 DTSSAB Housing Update

Previous Discussion:

Site work has started and the servicing (City's obligation) has been completed. Total cost for the servicing was approximately \$16,800.

Discussion:

The City's obligation is now complete. Item will be removed from the agenda.

9.14 370 Broadway – Haileybury (Algonquin Court)

Previous Discussion:

No update

Discussion:

Follow up will be sent to the Municipal Clerk.

9.15 Grant Drive Culvert

Previous Discussion:

The delineation of an easement has been completed.

Discussion:

The City's work on this item is now complete. Item will be removed from the agenda.

9.16 Crosswalk – John Street/Whitewood Avenue

Previous Discussion:

Doug Walsh presented information on the number of students he recently counted in the area of Whitewood/John and stated there are other options to consider should Council decide to install a crosswalk such as ideal location, traffic flow, proximity to stop lights, etc.

Recommendation PW-2018-053

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee hereby supports further investigation and consultation on a pedestrian crosswalk on Whitewood Avenue.

Carried

Discussion:

Public Works staff will be conducting further counts and have included a Pedestrian Cross Walk for the area of Whitewood Ave. for Council's consideration in the 2019 budget.

10. NEW BUSINESS

10.1 Uniboard Facility – Lakeshore Road

Discussion:

Doug Walsh reported that he and Chris Oslund recently met with representatives from Uniboard in regards to legal issues, appeals and hearings that have impeded the new owners (Mansteel) from complying with the concerns outlined by the Ministry of Environment (MOE) in regards to leachate. As the previous owner, Uniboard is now moving towards correcting the issues and for the most part have addressed the concerns of the MOE. On-going.

10.2 Environmental Commissioners Report

Discussion:

Doug Walsh made the Committee aware of a report that was recently released by the Environmental Commission that states that Temiskaming Shores is one of 8 municipalities in Northern Ontario that is releasing raw sewage into a Lake (in this case, Lake Temiskaming). Doug stated that to the best of his knowledge, there is only one combined sewer in the City that could potentially discharge into Lake Temiskaming if there was ever a collapse in the sewer line, and that is on Blackwall Street. The recommendations contained in the report was for the Provincial Government to provide adequate funding opportunities to allow municipalities to remedy this situation.

11. ADMINISTRATIVE REPORTS

12. CLOSED SESSION

13. NEXT MEETING

The next meeting of the Public Works Committee is scheduled for December 20, 2018 to commence at 9:00 a.m.

14. ADJOURNMENT

Recommendation PW-2018-061

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee meeting is adjourned at 10:35 a.m.

Carried

1. CALL TO ORDER

Meeting called to order at 1:03 p.m.

2. ROLL CALL

- | | |
|--|---|
| <input checked="" type="checkbox"/> Mayor Carman Kidd | <input checked="" type="checkbox"/> Jennifer Pye, Planner |
| <input checked="" type="checkbox"/> Councillor Mike McArthur | <input checked="" type="checkbox"/> Tim Uttley, Fire Chief |
| <input checked="" type="checkbox"/> Councillor Doug Jelly | <input checked="" type="checkbox"/> Shelly Zubyck, Director of Corporate Services |
| <input checked="" type="checkbox"/> Chris Oslund, City Manager | <input checked="" type="checkbox"/> Kelly Conlin, Executive Assistant |

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- 9b) Parking on Blackwall (Haileybury)
- 9c) Stop sign at Davidson/Broadwood (New Liskeard)

4. APPROVAL OF AGENDA

Recommendation PPP-2018-041
Moved by: Councillor Mike McArthur

Be it resolved that:
The Protection to Persons and Property Committee agenda for the October 18, 2018 meeting be approved as amended.

Carried

5. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation PPP-2018-042
Moved by: Mayor Carman Kidd

Be it resolved that:
The Protection to Persons and Property Committee minutes of the September 20, 2018 meeting be adopted as presented.

Carried

6. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

7. PRESENTATIONS

8. CORRESPONDENCE FROM COUNCIL/INTERNAL COMMITTEES

9. PLANNING/BY-LAW

a) Recreational Cannabis Retail Stores

Discussion:

Jennifer Pye made the Committee aware that she has been contacted from people who were inquiring about opening a Cannabis retail store. Under our current zoning, it would be permitted as it is sold as a controlled substance. In other municipalities, Councils have opted to allow the stores, but have put zoning amendments in place to ensure that the retail stores are not within school zones, gathering areas, etc.

At this point, the Committee was more concerned with where people are permitted to smoke cannabis legally within the City and may look at implanting a smoking ban in all public spaces within the municipality. Jennifer will look into what some of the other municipalities are doing and report back.

b) Parking in Blackwall

Discussion:

Councillor Doug Jelly received an email from a citizen who resides on Blackwall Street. There is concern in regards to the amount of or lack of enforcement on the parking along the street and states that often cars are parked in front of their entrance.

Shelly Zubycyk will follow up with By-Law enforcement and schedule more after-hours enforcement to address the concerns.

c) Stop sign at Davidson/Broadwood

Discussion:

Councillor McArthur received an inquiry from a resident on Davidson street who was wondering about having the stop sign removed on Davidson/Broadwood. The Committee was not in favor of this request, nor did it meet the requirements of the STOP sign policy.

10. FIRE AND EMERGENCY SERVICES

- a) Monthly Activity Report

Discussion:

Tim Uttley reviewed the monthly activity report for Fire Services.

11. CLOSED SESSION

Recommendation PPP-2018-043

Moved by: Mayor Carman Kidd

Be it resolved that:

The Protection to Persons and Property Committee convenes into Closed Session at 1:39 p.m. to discuss the following matter:

- a) Under Section 239 (2) (b) of the Municipal Act, 2001 – personal matters about an identifiable individual, including municipal or local board employees;

Carried

Recommendation PPP-2018-044

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee rise without report at 2:28 p.m.

Carried

12. NEXT MEETING

The next Protection to Persons and Property Committee meeting is scheduled for November 15, 2018 starting at 1:00 PM

13. ADJOURNMENT

Recommendation PPP-2018-045

Moved by: Mayor Carman Kidd

Be it resolved that:

The Protection to Persons and Property Committee meeting is adjourned at 2:28 p.m.

Carried

1. CALL TO ORDER

Meeting called to order at 1:02 p.m.

2. ROLL CALL

- | | |
|--|---|
| <input checked="" type="checkbox"/> Mayor Carman Kidd | <input checked="" type="checkbox"/> Clayton Seymour, CBO |
| <input checked="" type="checkbox"/> Councillor Mike McArthur | <input checked="" type="checkbox"/> Tim Uttley, Fire Chief |
| <input checked="" type="checkbox"/> Councillor Doug Jelly | <input checked="" type="checkbox"/> Shelly Zubyck, Director of Corporate Services |
| <input checked="" type="checkbox"/> Chris Oslund, City Manager | <input checked="" type="checkbox"/> Kelly Conlin, Executive Assistant |

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

Add: Retail Sales of Cannabis – 10 c)

4. APPROVAL OF AGENDA

Recommendation PPP-2018-046

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee agenda for the November 15, 2018 meeting be approved as amended.

Carried

5. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation PPP-2018-047

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee minutes of the October 18, 2018 meeting be adopted as presented.

Carried

6. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- Mayor Kidd declared Conflict of Interest on Closed Session

7. PRESENTATIONS

8. CORRESPONDENCE FROM COUNCIL/INTERNAL COMMITTEES

9. BY-LAW/BUILDING

BY-LAW:

- a) Traffic Fine Increase

Discussion:

Recommendation PPP-2018-048

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee hereby supports increasing the following parking fines to \$50 per infraction: parking in a bus stop, parking in a fire route, parking in front of a hydrant; as well as, a \$5 increase for all other parking fines effective on or before July 1, 2019.

Carried

- b) Bus Stops

Discussion:

Clayton Seymour advised the Committee that some of our bus stops are not clearly defined, marked or painted making it difficult to ticket anyone who may be parked in them. Ideally a bus stop loading zone would be painted a different colour such as yellow. Chris Oslund advised that the first step would be to inventory the stops and include them in our traffic by-law, which Clayton confirmed could be done in the Spring of 2019.

- c) Parking Enforcement - extended hours

Discussion:

Clayton Seymour made the Committee aware of the enforcement that has been happening outside of regular business hours and weekends.

- d) Smoking By-Law

Discussion:

Staff are currently working on a Smoking By-Law that will be ready to present to Council in early 2019. A public meeting will be hold prior to presenting the report for Council's consideration.

10. BUILDING/PLANNING

- a) Contractors Night

Discussion:

The bi-annual Contractors Night is taking place this evening with approximately 60 local contractors attending.

b) Project Updates

Discussion:

Clayton Seymour updated the Committee in regard to several building projects that are currently underway in the City.

c) Retail Sales – Cannabis

Discussion:

Recommendation PPP-2018-049

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee hereby supports permitting the sale of retail cannabis within the City of Temiskaming Shores.

Carried

11. FIRE AND EMERGENCY SERVICES

a) Monthly Activity Report

Discussion:

Tim Uttley provided the Committee with the monthly report for October for Fire Services.

b) Administrative Reports:

- PPP-009-2018 – Emergency Response Plan with Appendix 01
- PPP-010-2018 – Critical Infrastructure Identification with Appendix 01

Discussion:

Tim reviewed the two administrative reports that will be going to Council in December.

12. CLOSED SESSION

Recommendation PPP-2018-050

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee convenes into Closed Session at 1:54 p.m.

- a) Under Section 239 (2) (b) of the Municipal Act, 2001 – personal matters about an identifiable individual, including municipal or local board employees;

Carried

Recommendation PPP-2018-051

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee rise with report at 2:14 p.m.

Carried

Recommendation PPP-2018-052

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee hereby directs staff to prepare and issue a Request for Proposal for Animal Control and Pound Services in early 2019.

Carried

13. NEXT MEETING

The next Protection to Persons and Property Committee meeting is scheduled for December 20, 2018 starting at 1:00 PM

14. ADJOURNMENT

Recommendation PPP-2018-053

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee meeting is adjourned at 2:24 p.m.

Carried

COMMITTEE CHAIR

RECORDING SECRETARY

1. CALL TO ORDER

Meeting called to order at 2:00 p.m.

2. ROLL CALL

- | | |
|--|---|
| <input checked="" type="checkbox"/> Mayor Carman Kidd | <input checked="" type="checkbox"/> Clayton Seymour, CBO |
| <input checked="" type="checkbox"/> Councillor Mike McArthur | <input checked="" type="checkbox"/> Steve Langford, Acting Fire Chief |
| <input checked="" type="checkbox"/> Councillor Doug Jelly | <input checked="" type="checkbox"/> Jennifer Pye, Planner |
| <input checked="" type="checkbox"/> Shelly Zubycck, Director of Corporate Services | |
| <input checked="" type="checkbox"/> James Franks, Economic Development | |
| <input checked="" type="checkbox"/> Kelly Conlin, Executive Assistant | |

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

4. APPROVAL OF AGENDA

Recommendation PPP-2018-054

Moved by: Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee agenda for the December 12, 2018 meeting be approved as printed.

Carried

5. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation PPP-2018-055

Moved by: Carman Kidd

Be it resolved that:

The Protection to Persons and Property Committee minutes of the November 15, 2018 meeting be adopted as presented.

Carried

6. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- Mayor Kidd declared conflict Item G – Animal Control

7. PRESENTATIONS

8. CORRESPONDENCE FROM COUNCIL/INTERNAL COMMITTEES

9. FIRE AND EMERGENCY SERVICES

a) Monthly Activity Report

Discussion:

Steve Langford reported in the monthly fire activity for the Temiskaming Shores Fire Department, which includes YTD statistics on number and types of calls received by the department, along with the number of burning permits issued and completed inspections.

10. ECONOMIC DEVELOPMENT /PLANNING/BY-LAW

a) Funding Applications – Grant Drive

Discussion:

James Franks stated that an application has not yet been filed as Council has not yet identified a priority project for the funding. Once Council reviews the 2019 budget, they will be able to identify and communicate with staff in regards to the priority.

b) M2 Zoning

Discussion:

Jennifer Pye spoke to the Committee about the M2 Zoning amendment required to permit a cannabis growth facility in the Dymond Industrial Park. The public meeting for the amendment will be held on January 8, 2019.

c) Public Meeting – Retail Cannabis

Discussion:

There will be a public meeting at the Tuesday, December 18th Council meeting. Council has until the end of January 2019 to opt out of allowing the sale of retail cannabis. Jennifer will be making a short presentation at the meeting.

d) Smoking By-Law

Discussion:

Clayton Seymour circulated a draft to the Committee for review. The Committee suggested that staff inquire with other municipalities on their by-laws and report back.

e) Update on enforcement – Temiskaming Hospital Parking lot

Discussion:

Staff recently met with representatives of the Temiskaming Hospital in regards to parking enforcement in their parking lot. The hospital would like the City to start enforcement in January 2019.

f) Amendments to Taxi By-Law

Discussion:

In conjunction with the smoking by-law, the Taxi By-Law will also be amended to include penalties for any taxi driver caught smoking in the taxi vehicle. Penalties will include a set fine and/or suspension of taxi licence.

g) Animal Control – Mayor Kidd left the meeting

Discussion:

The Committee directed staff to proceed with a month-by-month with our current contractor until staff report back with more information for the Request for Proposal in regards to the other animal care programs that may be happening in the City that we could partner with.

11. NEXT MEETING

The next Protection to Persons and Property Committee meeting is scheduled for January 16, 2019 starting at 1:00 p.m.

12. ADJOURNMENT

Recommendation PPP-2018-056

Moved by: Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee meeting is adjourned at 3:19 p.m.

Carried

Subject: Certified Site Program Funding Extension

Report No.: CGP-001-2019

Agenda Date: January 08, 2019

Attachments:

Appendix 01: Hawn Drive East Transition Contract

Appendix 02: Hawn Drive West Transition Contract

Appendix 03: Certified Site License Agreement

Recommendation

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-001-2019;
2. That Council directs staff to prepare the necessary by-laws to enter into agreements with her Majesty the Queen in Right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade to extend the Hawn East and Hawn West Certified Sites in the Dymond Industrial Park for an additional two years for consideration at the January 8, 2019 Regular Council meeting; and
3. That Council directs staff to prepare the necessary by-laws to enter a Licence Agreement with her Majesty the Queen in Right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade for the use of *Investment Ready: Certified Site* Official Marks for consideration at the January 8, 2019 Regular Council meeting.

Background

The City began the process of becoming a Provincial Certified Site to promote the Dymond Industrial Park as certified land within Ontario for investment in 2014. The process to become certified took over a year, and the City's two sites were officially certified in late 2016. The program enables the City to list our industrial land on the Ontario Investment website so that prospective companies can see what sites within the Province are ready for investments.

Analysis

In 2018, the Province changed the guidelines for the Certified Site program so that new applicants are eligible to remain on the Ontario Investment site for four years rather than the two years that we were eligible to receive. When staff spoke with the Ministry, we were advised that we could go through a process to transition our two sites from the old program to the new, longer program.

We have been working with the Ministry for the past several months getting all of the appropriate information in place to enable us to transition our sites to the new program. The transition contracts are attached as Appendix 01 and 02. By entering into these new agreements with the Ministry, we will be able to keep our two sites listed on the Ontario Investment websites. We are also able to continue to receive a 50% rebate of any costs that we spend on the sites to maintain our Certified Site accreditation and any marketing costs that we spend on the sites.

This is of benefit to the community as there is no cost for us to continue to be part of the program, but we are entitled to receive a 50% refund of any marketing funds that we spend on Dymond Industrial Park. Since we are proposing to spend more on investment attraction over the next couple of years, this may offset some of those proposed expenses.

The other document attached as Appendix 03 is the agreement with the Ministry to use the Certified Site seal on our advertising for the next two years. The seal and wordmarks created by the Ministry are only to be used by participating Provincially Certified Sites. This agreement will enable us to continue to use the seal on our advertising for the next two years.

Financial / Staffing Implications

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

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

There are no additional financial implications to the municipality. We are just able to receive a 50% rebate on the eligible program costs such as studies, marketing, etc.; therefore it just means that our marketing budget for the park can be stretched further for those two years.

Alternatives

No alternatives were considered in the preparation of this report.

Submission

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

James Franks
Economic Development
Officer

Shelly Zubych
Director of Corporate Services

Christopher Oslund
City Manager

TRANSITION FUNDING AGREEMENT

THE AGREEMENT is effective as of the 2nd day of May, 2018

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Economic Development, Job
Creation and Trade**

(the “Province”)

- and -

The Corporation of the City of Temiskaming Shores

(the “Recipient”)

BACKGROUND:

The Province has established the Investment Ready: Certified Site Program (the “**Program**”) to promote to prospective investors an inventory of industrial properties that meet the Program’s Minimum Eligibility Requirements and Designation Requirements and are designated as Certified Sites by the Province.

The Recipient owns the Site, is a participant in the Program and intends to carry out the Project.

The Province wishes to provide Funds to the Recipient for the Project.

CONSIDERATION

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

1.0 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 will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

1.2 Definitions. In the Agreement, the following terms will have the following meanings:

“Agreement” means this agreement entered into between the Province and the Recipient and includes all of the schedules listed in section 30.1, the Certification Instructions and Requirements, and any amendments made pursuant to Article 32.0.

“Application Form” means the application form submitted by the Recipient requesting continued acceptance of the Site in the Program.

“Budget” means the budget attached to the Agreement as Schedule “B”.

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

“Certification Designation Date” means November 7, 2016.

“Certification Instructions and Requirements” means the Certification Instructions and Requirements available at <http://www.forms.ssb.gov.on.ca/mbs/ssb/forms/ssbforms.nsf/FormDetail?OpenForm&ACT=RDR&TAB=PROFILE&SRCH=&ENV=WWE&TIT=009-0020E&NO=009-0020E> that are incorporated by reference herein in full and are part of this Agreement, and that may be amended by the Province from time to time.

“Certified Site” means the Site as of the Certification Designation Date and only for such period or periods of time that it continues to meet the Minimum Eligibility Requirements and the Designation Requirements.

“Change Request Form” means the form attached as Schedule “J”.

“Designation Requirements” means the requirements that the Recipient must meet in order for the Province to designate the Site as a Certified Site, as more particularly set out in the Certification Requirements section (which may at a later date be referred to as the Designation Requirements section) of the Certification Instructions and Requirements and if applicable, Schedule “L”.

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

“Eligible Costs” means the costs paid by the Recipient for the purpose of carrying out the Project for which the Province may provide Funds and that are: (a) incurred by the Recipient from and including the Effective Date to and including the earlier of (i) the Project Completion Date; and (ii) the date of termination of the Agreement, and also include any costs incurred before the Effective Date that relate to the Transition Requirements or those incurred under the Previous Program Agreement; (b) in the sole opinion of the Province, reasonable and necessary for carrying out the Project; and (c) limited to the amounts and cost categories set out in the Budget in Schedule “B” and as more particularly described in Schedule “D”.

“Event of Default” has the meaning ascribed to it in section 15.1.

“Expiry Date” means six months after the Project Completion Date.

“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 the Province provides to the Recipient pursuant to the Agreement and provided to the Recipient under the Previous Program Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

“Intellectual Property” means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity.

“License Agreement” means the license agreement for which the Province grants to the Recipient (defined therein as “Licensee”), in the territory of Canada, a non-exclusive, revocable, non-transferable, non-assignable, non-sublicensable, license to use the Official Marks for the sole purpose of the Recipient’s Marketing Initiatives of the Certified Site, subject to the Recipient’s compliance with the terms and conditions of the license agreement and this Agreement.

“Marketing Initiatives” means, in any form or format, any advertising, promotional materials, signs, displays or communications of the Recipient intending to promote or advertise the Certified Site, as more particularly described in the License Agreement.

“Materials” has the meaning ascribed to it in section 5.5.

“Maximum Funds” means Fifty Thousand Dollars (\$50,000.00), which is the maximum amount of the Funds the Province will provide to the Recipient under the Agreement and for greater certainty includes the amounts provided to the Recipient under the Previous Program Agreement.

“Minimum Eligibility Requirements” means the minimum eligibility requirements that the Recipient must meet in order for the Site to be accepted into the Program, as more particularly set out in the Minimum Eligibility Requirements section of the Certification Instructions and Requirements.

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

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section 15.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section 15.4.

“Official Marks” means collectively the *Investment Ready: Certified Site* word marks and design marks of the Program in English and French as more particularly set out in the License Agreement and as may be amended from time to time by the Province pursuant to the terms and conditions thereof.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Previous Program Agreement” means the Agreement between the Province (formerly known as Her Majesty the Queen in Right of Ontario as represented by the Minister of Economic Development, Trade and Employment) and the

Recipient dated effective as of the 20th day of June, 2014 as amended by Amending Agreement No.1 dated effective as of the 20th day of June, 2015, Amending Agreement No. 2 dated effective as of the 17th day of December, 2015, Amending Agreement No. 3 dated effective as of the 4th day of May, 2016 and Amending Agreement No. 4 dated effective as of the 6th day of November, 2018.

“Program” has the meaning ascribed to it in the preamble to this Agreement.

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

“Project Completion Date” means the earlier of: (i) the fourth anniversary of the Certification Designation Date; and (ii) when the Site or Certified Site as applicable is legally transferred or leased to another person, in accordance with the terms and conditions of the Agreement.

“Re-Designation Date” has the meaning ascribed to it in section 6.7(b).

“Reimbursement Submission” means the form attached as Schedule “F”.

“Renewed Compliance with the Minimum Eligibility Requirements Date” has the meaning ascribed to it in section 6.5(a)(iv).

“Releasees” means her Majesty the Queen in right of Ontario, her ministers, agents, appointees and employees.

“Reports” means the reports described in Schedule “C”.

“Site” means the property or properties more particularly described in Schedule “E” or as may be amended in accordance with Article 32.0. If the Site subsequently loses its designation as a Certified Site during the term of the Agreement, “Site” also means the property or properties described herein during such period or periods of time that the Site is not designated as a Certified Site.

A visual depiction of the Site is provided in Schedule “K”, which for further clarification is not legally binding and is included for reference purposes only.

“Site Change Notification Form” means the form attached as Schedule “G”.

“Site Information” has the meaning ascribed to it in section 10.3.

“Suspension Date” means the earlier of (i) Suspension Date – Designation Requirements, if applicable; and (ii) Suspension Date – Minimum Eligibility Requirements, if applicable.

“Suspension Date – Designation Requirements” means the date that the Certified Site failed to continue to meet the Designation Requirements, as set out in the Notice described in section 6.6(a)(i).

“Suspension Date – Minimum Eligibility Requirements” means the date that the Site or the Certified Site as applicable failed to continue to meet the Minimum Eligibility Requirements, as set out in the Notice described in section 6.5(a)(i).

“Transition Letter” has the meaning ascribed to it in Schedule “A”.

“Transition Requirements” means the requirements and conditions set out in the Transition Letter.

2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both;
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in or in support of its application to the Program (including information relating to any Designation Requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete; and
- (e) it is, and shall continue to be the registered owner of the Site or the Certified Site as applicable from and including the Effective Date to and including the Project Completion Date.

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

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

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

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article 9.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article 2.0.

3.0 TERM OF THE AGREEMENT

3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article 6.0, Article 13.0, Article 14.0 or Article 15.0.

4.0 FUNDS AND CARRYING OUT THE PROJECT

4.1 Funds Provided. Subject to the terms and conditions of the Agreement and only in the event that the Site has been designated as a Certified Site, the Province will:

- (a) subject to section 4.1(b), reimburse the Recipient for 50% of Eligible Costs up to the Maximum Funds amount for the purpose of carrying out the Project;

- (b) with respect to Eligible Costs for Marketing Initiatives of the Certified Site, reimburse the Recipient for 50% of Eligible Costs up to \$10,000 (which amount, for further clarification, is part of the Maximum Funds) that, notwithstanding the definition of Eligible Costs, have been incurred and paid from and including the Certification Designation Date to and including the earlier of (i) the Project Completion Date; and (ii) the date of termination of the Agreement;
- (c) require electronic copies of invoices of costs incurred and paid relating to Eligible Costs;
- (d) provide the Funds to the Recipient as follows:
 - (i) Initial disbursement: within 60 days after receipt and acceptance by the Province of a Reimbursement Submission submitted by the Recipient in accordance with section 4.7, reimburse the Recipient for those Eligible Costs that the Recipient has incurred and paid prior to the Effective Date that relate to (a) the Transition Requirements; or (b) any other Eligible Costs incurred under the Previous Program Agreement; and,
 - (ii) Subsequent disbursements: within 60 days after receipt and acceptance by the Province of a Reimbursement Submission submitted by the Recipient, reimburse the Recipient for those Eligible Costs that the Recipient has incurred and paid from and including the Effective Date to and including the earlier of (i) the Project Completion Date; and (ii) the date of termination of the Agreement; and
- (e) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

4.2 Limitation on Payment of Funds. Despite section 4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificate of insurance or other proof as the Province may request pursuant to section 12.2;

- (b) the Province is not obligated to, and will not, provide any Funds unless, in the Province's sole opinion, the Site has been and continues to be designated as a Certified Site by the Province;
- (c) the Province is not obligated to reimburse any Eligible Costs for which a completed Reimbursement Submission has not been submitted to the Province;
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section 9.1; and
- (e) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section 14.1.

4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

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

4.4 Maintaining Designation Requirements. The Recipient shall continue to meet the Designation Requirements from and including the Effective Date to and including the Project Completion Date.

4.5 Maximum Funds. The Recipient acknowledges that the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds. The Recipient acknowledges that the Province has provided Funds to the Recipient in the

amount of \$7,733.23 under the Previous Program Agreement.

- 4.6 Funds Reimbursed.** The Recipient shall not submit a Reimbursement Submission in relation to Eligible Costs that have already been reimbursed under the Previous Program Agreement.
- 4.7 Reimbursement Submission.** The Recipient shall submit no later than 60 days after the Effective Date its first Reimbursement Submission.
- 4.8 Rebates, Credits, and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.
- 4.9 Availability of the Certified Site for Sale/Lease.** The Recipient agrees to keep the Certified Site available for sale or lease until the Project Completion Date.

5.0 OFFICIAL MARKS AND INTELLECTUAL PROPERTY

- 5.1 License Agreement.** The Recipient and the Province have entered into the License Agreement dated effective as of the date hereof and will perform and satisfy all covenants and obligations to be performed by it under the License Agreement.
- 5.2 Use of the Designation and Official Marks.**

Without limiting sections 5.3, 6.5, 6.6 and 6.7:

- (a) The Recipient shall not represent, either directly or indirectly through employees or associates or agents of the Recipient, in any Marketing Initiatives or in any verbal, written, print, digital, electronic or any other form of communication, that the Site is designated as a Certified Site: (i) prior to the Certification Designation Date; (ii) from and including the Suspension Date, and, if applicable, to but not including the later of the Re-Designation Date and the Renewed Compliance with the Minimum Eligibility Requirements Date; (iii) while the Site or the Certified Site as applicable fails to meet the Minimum Eligibility Requirements or the Designation Requirements; or (iv) as of date of termination or the Expiry Date of the Agreement.
- (b) The Recipient shall not use the Official Marks in association with the Certified Site in any Marketing Initiatives or in any verbal, written, print,

digital, electronic or any other form of communications: (i) prior to the Certification Designation Date; (ii) from and including the Suspension Date, and, if applicable, to but not including the later of the Re-Designation Date and the Renewed Compliance with the Minimum Eligibility Requirements Date; (iii) prior to the License Agreement being fully executed; (iv) while the Site or the Certified Site as applicable fails to meet the Minimum Eligibility Requirements or the Designation Requirements; (v) as of date of termination or expiry of the License Agreement; or (vi) as of date of termination or the Expiry Date of the Agreement.

- (c) The Recipient shall not at any time represent, either directly or indirectly through employees or associates or agents of the Recipient, in any Marketing Initiatives or other communications in any form or format, whether verbal, written, electronic, online, print, digital or otherwise with third parties or the public in general, that any property including the Site if applicable in whole or in part, other than the Certified Site, has received designation as a Certified Site, nor shall the Recipient use the Official Marks pursuant to the License Agreement in relation to any property including the Site if applicable in whole or in part, other than the Certified Site.

5.3 Marketing Initiatives.

- (a) The Recipient may use the Official Marks in any Marketing Initiatives, subject to and in accordance with the terms and conditions of the License Agreement and this Agreement including sections 5.2, 6.5, 6.6 and 6.7 herein.
- (b) At the request of the Province, the Recipient shall provide to the Province any draft or final versions of any Marketing Initiatives.
- (c) The Province may give written directions to require the Recipient to comply with the requirements of the License Agreement in relation to the use of the Official Marks by the Recipient in any Marketing Initiatives, which directions the Recipient shall comply with promptly.

5.4 Intellectual Property. The Recipient agrees that all Intellectual Property of the Province and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including images and data) provided by the Province to the Recipient shall remain the sole property of Her Majesty the Queen in right of Ontario.

- 5.5 Recipient or Third Party Intellectual Property.** To the extent that any Intellectual Property of the Recipient or any third party and every other right, title or interest in and to any concepts, techniques, ideas, information and materials, however recorded, including images and data of the Recipient or any third party (collectively "**Materials**") has been provided in whole or in part by the Recipient to the Province, the Recipient grants to the Province a perpetual, world-wide, non-exclusive, irrevocable, transferrable, royalty-free, fully paid up right and license: (a) to use, modify, reproduce, display and distribute, in any form, those Materials; and (b) to authorize other persons including agents, contractors or sub-contractors, to do any of the former on behalf of the Province, the total consideration for which shall be the disbursement of Funds to the Recipient by the Province. The Recipient irrevocably waives in favour of the Province all rights of integrity and other moral rights in the Materials of the Recipient, for all time.
- 5.6 No Infringement.** The Recipient represents and warrants that the provision of the Materials shall not infringe or induce the infringement of any third party Intellectual Property rights. The Recipient further represents and warrants that it has obtained assurances with respect to any Intellectual Property of the Recipient or any third party that any rights of integrity or any other moral rights associated therewith have been waived.

6.0 ELIGIBILITY AND CHANGES TO THE SITE OR CERTIFIED SITE

- 6.1 Minimum Eligibility Requirements.** For greater certainty and without limiting the Designation Requirements, the Site must satisfy the applicable Minimum Eligibility Requirements in order to be considered eligible for, and maintain, its designation as a Certified Site.
- 6.2 Notification.** The Recipient will promptly notify the Province using the Site Change Notification Form in Schedule “G” to this Agreement of any event, change or circumstance that:
- (a) changes any information relating to the Minimum Eligibility Requirements or that may adversely affect the ability of the Site or the Certified Site as applicable to continue to meet the Minimum Eligibility Requirements;
 - (b) changes any information relating to the Designation Requirements or that may adversely affect the ability of the Certified Site to continue to meet the Designation Requirements; or
 - (c) changes any of the information that the Recipient provided to the Province in or in support of its application to the Program, which includes the documents the Recipient provided to the Province in satisfaction of the Transition Requirements.
- 6.3 Additional Information and Documents.** The Recipient shall provide all additional information and documents required by the Province to evaluate the Site Change Notification Form. The Recipient acknowledges and agrees that acceptance of the proposed change(s) outlined in the Site Change Notification Form is at the sole discretion of the Province and additional due diligence or supporting documentation may be required prior to this acceptance.
- 6.4 Effect of Approved Site Change Notification Form.** If the Province approves a Site Change Notification Form, the information about the Site or the Certified Site as applicable shall be deemed to be updated in the Province’s records as set out in the Site Change Notification Form from the date of the signature of the Province on the Site Change Notification Form. Approval of a Site Change Notification Form does not amend the Agreement and if as a result of the Province’s approval of the Site Change Notification Form, the Agreement needs to be amended, the Parties shall do so in accordance with Article 32.0.
- 6.5 Failure to continue to meet Minimum Eligibility Requirements.**
- Without limiting sections 5.2 and 5.3:

- (a) In the event that the Site or the Certified Site as applicable has failed to continue to meet the Minimum Eligibility Requirements,
- (i) the Province shall promptly send Notice to the Recipient thereof, which Notice shall confirm the Suspension Date – Minimum Eligibility Requirements.
 - (ii) the Recipient shall bring the Site or the Certified Site as applicable back into compliance with the Minimum Eligibility Requirements within a period of 60 days starting from the date of the Site Change Notification Form notifying the Province of the failure.
 - (iii) if the Recipient cannot bring the Site or the Certified Site as applicable back into compliance with the Minimum Eligibility Requirements in accordance with section 6.5(a)(ii), the Agreement shall terminate as of the end of the period of time referred to in section 6.5(a)(ii).
 - (iv) if the Recipient receives Notice from the Province that the Site or the Certified Site as applicable is back in compliance with the Minimum Eligibility Requirements, the Site or the Certified Site as applicable shall be in compliance as of the effective date set out in such Notice (the “**Renewed Compliance with the Minimum Eligibility Requirements Date**”).
- (b) If the Site fails to continue to meet the Minimum Eligibility Requirements and returns back into compliance with the Minimum Eligibility Requirements in accordance with section 6.5(a)(iv), the Province may, in its sole discretion, pay for the Recipient’s Eligible Costs reasonably incurred and paid from and including the Suspension Date – Minimum Eligibility Requirements to and including the Renewed Compliance with the Minimum Eligibility Requirements Date.
- (c) In the event that the Agreement is terminated in accordance with section 6.5(a)(iii), subject to any action the Province may take pursuant to section 15.2, the Province will pay for the Recipient’s Eligible Costs incurred and paid from and including the Effective Date to and including the Suspension Date – Minimum Eligibility Requirements, within 60 days after receipt and acceptance by the Province of a Reimbursement Submission therefor, provided that the Recipient submits the

Reimbursement Submission no later than the date that is 180 days after the termination of the Agreement. The Province may further demand that the Recipient immediately cease to use the Official Marks in any Marketing Initiatives and destroy copies of the Official Marks in its possession or under its control.

6.6 Failure to continue to meet Designation Requirements.

Without limiting sections 5.2 and 5.3:

- (a) If the Certified Site has failed to continue to meet the Designation Requirements,
 - (i) the Province shall promptly send Notice to the Recipient thereof, which Notice shall confirm the Suspension Date – Designation Requirements.
 - (ii) the Recipient shall bring the Certified Site back into compliance with the Designation Requirements within a period of 60 days starting from the date of the Site Change Notification Form notifying the Province of the failure.
 - (iii) if the Recipient cannot bring the Certified Site back into compliance with the Designation Requirements in accordance with section 6.6(a)(ii), the Agreement shall terminate as of the end of the period of time referred to in section 6.6(a)(ii).
- (b) In the event that the Agreement is terminated in accordance with section 6.6(a)(iii), subject to any action the Province may take pursuant to section 15.2, the Province will pay for the Recipient's Eligible Costs incurred and paid from and including the Effective Date to and including the Suspension Date – Designation Requirements, within 60 days after receipt and acceptance by the Province of a Reimbursement Submission therefor, provided that the Recipient submits the Reimbursement Submission no later than the date that is 180 days after the termination of the Agreement. The Province may further demand that the Recipient immediately cease to use the Official Marks in any Marketing Initiatives and destroy copies of the Official Marks in its possession or under its control.

6.7 Suspension of Designation as Certified Site.

Without limiting sections 5.2 and 5.3:

- (a) If the Recipient receives Notice under section 6.6(a)(i), the Certified Site shall cease to be designated as a Certified Site as of the Suspension Date – Designation Requirements.
- (b) If the Recipient receives Notice from the Province that the Site has been re-designated as a Certified Site, the Site shall be re-designated as a Certified Site as of the effective date set out in such Notice (the “**Re-Designation Date**”).
- (c) If the Site is re-designated as a Certified Site pursuant to section 6.7(b), the Province may, in its sole discretion, pay for the Recipient’s Eligible Costs reasonably incurred and paid from and including the Suspension Date – Designation Requirements to and including the Re-Designation Date.

7.0 RECIPIENT’S ACQUISITION OF GOODS OR SERVICES

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

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

8.0 CONFLICT OF INTEREST

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

8.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient’s decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

8.3 Disclosure to Province. The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

9.0 REPORTS, ACCOUNTING AND REVIEW

9.1 Preparation and Submission. The Recipient will:

- (a) submit to the Province all Reports in accordance with Schedule "C", or as specified by the Province from time to time;
- (b) submit to the Province at the email address referred to in section 18.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) where applicable, ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

9.2 Record Maintenance. The Recipient will keep and maintain:

- (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.

9.3 Inspection. The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon seventy-two hours' Notice to the Recipient and during normal business hours, visit and inspect the Site or the Certified Site as applicable or the Recipient's

premises, and enter upon the Site or the Certified Site as applicable or the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section 9.2;
- (b) remove any copies made pursuant to section 9.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

The Recipient agrees that the Province, its authorized representatives, or any independent auditor identified by the Province, when making visits or inspections of the Site or the Certified Site as applicable or the Recipient's premises, may take photographs or videos, including photographs or videos by drone.

9.4 Disclosure. To assist in respect of the rights provided for in section 9.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

9.5 No Control of Records. No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

9.6 Auditor General. For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to the *Auditor General Act* (Ontario).

10.0 COMMUNICATIONS REQUIREMENTS

10.1 Acknowledge Support. Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section 10.1(a) is in a form and manner as directed by the Province.

10.2 Publication. The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

10.3 Use of Site Information. Without requiring any further consent from the Recipient, the Recipient authorizes the Province, with respect to any communications, information or materials provided by the Recipient to the Province relating to the Project, the Site, the Certified Site or the Agreement (the “**Site Information**”), to:

- (a) copy, use and reproduce the Site Information for use in the Province’s internal inventory of properties until two years after the Expiry Date or the date of termination of the Agreement. If the Recipient requests that the Province remove the Site or the Certified Site as applicable from the inventory earlier, the authorization will end on the date of such request and subject to section 10.4, the Site Information will be removed from the inventory. If the Site or the Certified Site as applicable is still in the inventory, the Recipient authorizes the Province to contact the Recipient to refresh the information provided at any time until two years after the Expiry Date or the date of termination of the Agreement. The Recipient acknowledges and agrees that the purpose of the inventory is to enable the Province to promote properties for which an application under the Program has been submitted, whether designated as a Certified Site or not, to potential investors;
- (b) post the Site Information related to the Certified Site on-line on the Province’s domestic or international websites and social media channels;
- (c) include the Site Information in the Province’s Marketing Initiatives in relation to the Certified Site; and
- (d) provide the Site Information related to the Site, whether designated as a Certified Site or not, to any third party, including investment leads, potential investors, government officials who work in investment attraction and any other persons that may request the Site Information for a purpose in connection with the Program.

10.4 In the event that the Province uses any Site Information in its possession in accordance with section 10.3, it will do so on an as-is basis. The Recipient agrees and acknowledges that the Province may not change the applicable Site Information promptly in the event of any of the following:

- (a) a Site Change Notification Form is approved by the Province;
- (b) the Site or the Certified Site as applicable fails to continue to meet the Minimum Eligibility Requirements or the Designation Requirements either on a temporary or permanent basis;
- (c) the Recipient requests that the Province remove the Site or the Certified Site as applicable from the inventory within two years after the Expiry Date or the date of termination of the Agreement; or
- (d) the Agreement expires or is terminated.

11.0 INDEMNITY AND RELEASE

11.1 Indemnification. The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, 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 (i) the Project, (ii) the Program, (iii) any sale, transfer, lease or other transaction relating to the Site or the Certified Site, (iv) any communications in any form including the Marketing Initiatives related to the Site or the Certified Site, (v) the use of the Site Information, (vi) the Agreement, or (vii) the Previous Program Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

11.2 Recipient's Participation. The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

11.3 Province's Election. The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under the Agreement, at law, or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.

- 11.4 Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.
- 11.5 Recipient's Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations.
- 11.6 Release.** The Recipient:
- (a) on behalf of itself, its successors and assigns, releases and forever discharges the Releasees from any and all actions, causes of action, claims and demands for damages, indemnity, costs, interest and loss or injury of every nature and kind howsoever arising which the Recipient now has, may have had or may hereafter have arising from or in any way related to (i) the Project, (ii) any sale, transfer, lease or other transaction relating to the Site or the Certified Site, (iii) the Program, (iv) any communications in any form including the Marketing Initiatives related to the Site or the Certified Site, (v) the use of the Site Information, (vi) the Agreement, or (vii) the Previous Program Agreement;
 - (b) agrees not to make any claim or take any proceeding in connection with any of the claims released against any other person or corporation who might claim contribution or indemnity from the Releasees by virtue of the claim or proceeding; and
 - (c) understands and agrees that any consideration paid by the Releasees in connection with this release is deemed to be no admission whatever of liability or responsibility on the part of the Releasees and that any such liability or responsibility is denied.

12.0 INSURANCE

12.1 Recipient's Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the 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 will include the following:

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

12.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section 12.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section 12.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

13.0 TERMINATION ON NOTICE

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

13.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section 13.1, the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section 13.2(b); and
 - (ii) subject to section 4.5, provide Funds to the Recipient to cover such costs; and
- (d) demand that the Recipient immediately cease to use the Official Marks in any Marketing Initiatives and destroy copies of the Official Marks in its possession or under its control.

14.0 TERMINATION WHERE NO APPROPRIATION

14.1 Termination Where No Appropriation. If, as provided for in section 4.2(e), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

14.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section 14.1, the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 14.2(b); and
- (d) demand that the Recipient immediately cease to use the Official Marks in any Marketing Initiatives and destroy copies of the Official Marks in its possession or under its control.

14.3 No Additional Funds. If, pursuant to section 14.2 (c), the Province determines

that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

15.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

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

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds;
 - (iii) provide, in accordance with section 9.1, Reports or such other reports as may have been requested pursuant to section 9.1(b); or
 - (iv) deliver a Site Change Notification Form in accordance with section 6.2;
- (b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the Minimum Eligibility Requirements;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate;
- (e) if any representation, warranty or other information, including in any application material, provided by the Recipient to the Province in connection with this Agreement or for purposes of obtaining or maintaining for the Site a designation as a Certified Site, is or becomes materially untrue in any respect;
- (f) if the Recipient makes any representations regarding the Site or Certified

Site, as applicable, that in any way contravenes the terms and conditions of this Agreement or the License Agreement;

- (g) if the Recipient uses or displays any of the Official Marks in any way that is in contravention of the terms and conditions of this Agreement or the License Agreement;
- (h) the Recipient is in default under the License Agreement;
- (i) an application is made to amend the Official Plan or amend or vary the zoning by-law applicable to the Site or the Certified Site as applicable to allow for non-industrial uses, including but not limited to, residential, commercial, institutional or recreational uses;
- (j) the changes outlined in the Site Change Notification Form, other than changes that would cause the Site or the Certified Site as applicable to fail to continue to meet any of the Minimum Eligibility Requirements or Designation Requirements, are not accepted by the Province in its sole discretion;
- (k) the Recipient fails to bring the Site or the Certified Site as applicable back into compliance with the Minimum Eligibility Requirements in accordance with section 6.5(a)(ii); and
- (l) the Recipient fails to bring the Certified Site back into compliance with the Designation Requirements in accordance with section 6.6(a)(ii).

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

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;

- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but in the sole opinion of the Province did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient;
- (j) cancel and revoke the designation as a Certified Site and the Recipient's right to use the Official Marks; and
- (k) demand that the Recipient immediately cease to use the Official Marks in any Marketing Initiatives and destroy copies of the Official Marks in its possession or under its control.

15.3 Opportunity to Remedy. If, in accordance with section 15.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

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

15.4 Recipient not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 15.2(b), and:

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

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 15.2(a), (c), (d), (e), (f), (g), (h), (i), (j) and (k).

15.5 When Termination Effective. Termination under this Article will take effect as provided for in the Notice.

16.0 FUNDS UPON EXPIRY

16.1 Funds Upon Expiry. The Recipient will, upon the Expiry Date, pay to the Province any Funds remaining in its possession or under its control.

17.0 DEBT DUE AND PAYMENT

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

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

17.2 Debt Due. If, pursuant to the Agreement:

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

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

17.3 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

17.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address referred to in section 18.1.

17.5 Fails to Repay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct

any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

18.0 NOTICE

18.1 Notice in Writing and Addressed. Notice will be in writing and will be delivered by email, postage-prepaid mail, or personal delivery and will be addressed to the Province and the Recipient respectively as set out below, or as either Party later designates to the other by Notice:

To the Province:

Ministry of Economic
Development, Job Creation and
Trade

2 Queen Street East, 4th Floor
Toronto, Ontario M5C 3G7

Attention: Investment Ready:
Certified Site Program

Email:
InvestmentReady@ontario.ca

To the Recipient:

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

Attention: James Franks,
Economic Development Officer

Email:
jfranks@temiskamingshores.ca

18.2 Notice Given. Notice will be deemed to have been given:

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

18.3 Postal Disruption. Despite section 18.2(a), in the event of a postal disruption:

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

19.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

19.1 Consent. When the Province provides its consent pursuant to the Agreement,

it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

20.0 SEVERABILITY OF PROVISIONS

20.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

21.0 WAIVER

21.1 Waiver Request. Either Party may, in accordance with the Notice provision set out in Article 18.0, ask the other Party to waive an obligation under the Agreement.

21.2 Waiver Applies. Any waiver a Party grants in response to a request made pursuant to section 21.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

22.0 INDEPENDENT PARTIES

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

23.0 ASSIGNMENT OF AGREEMENT OR FUNDS

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

23.2 Agreement Binding. All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

24.0 GOVERNING LAW

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

25.0 FURTHER ASSURANCES

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

26.0 JOINT AND SEVERAL LIABILITY

26.1 Joint and Several Liability. Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

27.0 RIGHTS AND REMEDIES CUMULATIVE

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

28.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

28.1 Other Agreements. If the Recipient:

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

requirements of such other agreement; and

(d) such Failure is continuing,

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

29.0 SURVIVAL

29.1 Survival. The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0 and any other applicable definitions, section 2.1 (a), section 4.2(e), 4.5, section 5.2, Article 6.0, section 9.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections 9.2, 9.3, 9.4, 9.5, 9.6, Article 10.0, Article 11.0, section 13.2, sections 14.2 and 14.3, sections 15.1, 15.2(d), (e), (f), (g), (h) and (k), Article 17.0, Article 18.0, Article 20.0, Article 21.0, section 23.2, Article 24.0, Article 26.0, Article 27.0, Article 28.0, Article 29.0, Article 30.0, Article 32.0, Article 34.0 and Article 35.0.

30.0 ENTIRE AGREEMENT

30.1 This Agreement, including:

Schedule "A" -	Project Description and Timelines
Schedule "B" -	Budget
Schedule "C" -	Reports
Schedule "D" -	Eligible Costs
Schedule "E" -	Legal Description of the Site
Schedule "F" -	Reimbursement Submission
Schedule "G" -	Site Change Notification Form
Schedule "H" -	Post-Designation Annual Report
Schedule "I" -	Post-Designation Check-In
Schedule "J" -	Change Request Form
Schedule "K" -	Visual Depiction of the Site
Schedule "L" -	Additional Designation Requirements

any amending agreement entered into as provided for below and any document incorporated by reference,

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, including the Previous Program Agreement.

30.2 Certification Instructions and Requirements. The Recipient acknowledges having read and understood and agrees to be bound by the terms and conditions of the Certification Instructions and Requirements, as it may be amended from time to time in accordance with section 32.1(b), which is incorporated and made an integral part of this Agreement.

30.3 Conflict or Inconsistency. In the event of a conflict or inconsistency between the Agreement without the Certification Instructions and Requirements and the Certification Instructions and Requirements, the Agreement without the Certification and Instructions will prevail.

31.0 COUNTERPARTS

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

32.0 AMENDING THE AGREEMENT

32.1 The Agreement may only be amended in accordance with the following:

- (a) amendments to the municipal address, legal description or PIN of the Site or the Certified Site as applicable, or the period of time referred to in section 6.5(a)(ii) or section 6.6(a)(ii) shall be made using the Change Request Form, substantially in the form set out in Schedule “J” of the Agreement. In the event the Province signs the Change Request Form, the Agreement shall be amended accordingly.
- (b) the Province may unilaterally amend the Certification Instructions and Requirements and the Agreement shall be amended accordingly. The Recipient agrees and acknowledges that no notice shall be required to be made to the Recipient in the event of any amendments to the Certification Instructions and Requirements and that no further agreement by the Recipient whether in writing or otherwise is required for the consequent amendments to the Agreement.

- (c) subject to sections 32.1(a) and (b), all other amendments to the Agreement may only be made by written agreement duly executed by the Parties.

33.0 ACKNOWLEDGEMENT

33.1 The Recipient acknowledges that:

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

34.0 INDEPENDENT LEGAL ADVICE

- 34.1 Independent legal advice.** The Recipient acknowledges that the Province has provided the Recipient with a reasonable opportunity to obtain independent legal advice with respect to the Agreement, and that either: (a) the Recipient has obtained such independent legal advice prior to executing the Agreement, or; (b) the Recipient has willingly chosen not to obtain such advice and to execute the Agreement without having obtained such advice.

35.0 OPEN DATA

35.1 Open data. The Recipient agrees that the Province may publicly release the following information, whether in hard copy or in electronic form, on the internet or otherwise: Recipient name, Recipient contact information, Recipient address or general location, amount of Maximum Funds and/or Funds, Project description, including the Timelines table in Schedule “A”, Project results reported by the Recipient, legal description of the Site or the Certified Site as applicable and Budget.

36.0 TIME

36.1 Time. Time is of the essence of this Agreement and no extension or amendment of this Agreement operates as a waiver of this provision.

- SIGNATURE PAGE FOLLOWS -

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

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Minister of
Economic Development, Job Creation and Trade**

Date

Name: Carla Tsambourlianos

Title: (A) Director of Foreign Direct Investment
Services Branch

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

Date

Name:

Title:

Date

Name:

Title:

I/We have authority to bind the Recipient.

SCHEDULE “A”

PROJECT DESCRIPTION AND TIMELINES

Background

The Province implements the Program, which is a discretionary, non-entitlement program with limited funding. The purpose of the Program is to promote to prospective investors an inventory of industrial properties that meet the Program’s Minimum Eligibility Requirements and Designation Requirements and are designated as Certified Sites.

The program guidelines for the Program were updated in November 2016. The Recipient was a previous participant in the Program and received \$7,733.23 in funding under the Previous Program Agreement. In order to reflect the changes made to the program guidelines and transition the Recipient into the updated Program, the Province, by way of a letter dated April 23, 2018 (the “**Transition Letter**”), gave the Recipient the opportunity to enter into this Agreement upon satisfaction of the conditions precedent set out in the Transition Letter. The Recipient satisfied the conditions precedent and the Previous Program Agreement was terminated as of May 1, 2018, with its provisions surviving in accordance with the terms and conditions of the Previous Program Agreement.

Project Description

The project (the “**Project**”) consists of the processes and activities undertaken by the Recipient to complete, deliver and comply with all Designation Requirements to obtain and maintain a Certified Site designation for the Site for a maximum period of four (4) years or until the Site or the Certified Site as applicable is legally transferred or leased to another person or until the Agreement is terminated. The Recipient has been carrying out the activities under the Previous Program Agreement, which formed part of the Project.

When a Site has been designated as a Certified Site, this indicates that the Recipient has provided the Province with satisfactory Site-related information described in the Certification Instructions and Requirements and has otherwise satisfied the Designation Requirements. The Province may make use of the Site-related information in accordance with the terms and conditions of the Agreement and the Recipient, at its discretion, may choose to distribute information and documents required by the Province in relation to the Program to prospective investors.

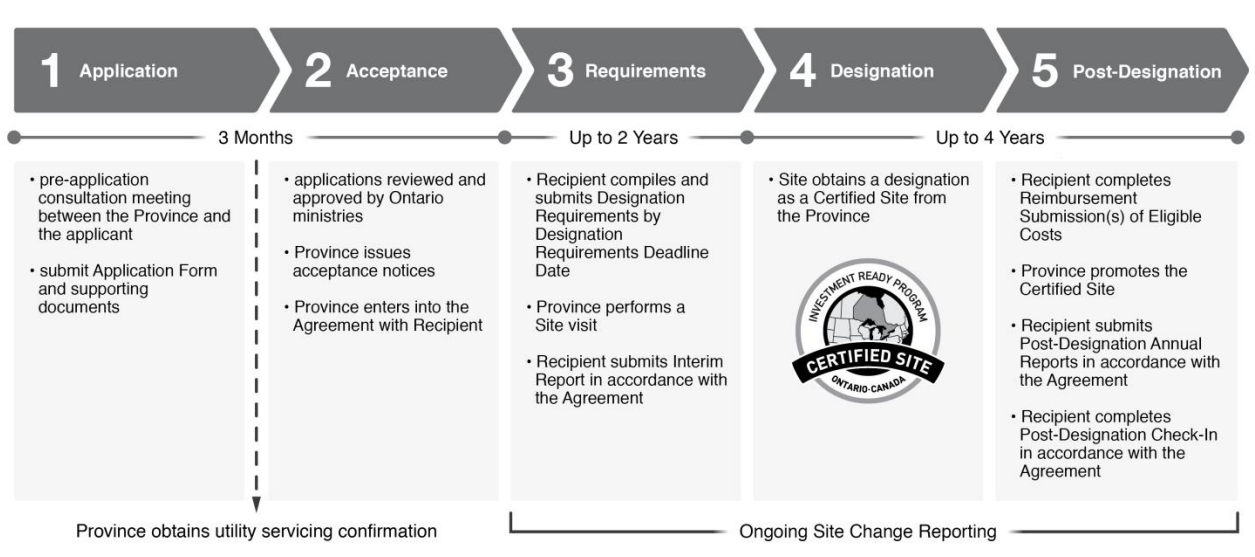
Once a Site has been designated as a Certified Site, the Recipient may undertake Marketing Initiatives in relation to the Certified Site and the Province may reimburse the

costs for such Marketing Initiatives in accordance with the terms and conditions of the Agreement. The Marketing Initiatives may include but is not limited to the following:

- News releases and announcements
- Editorial articles in local newspapers and newsletters
- Street-level signage
- Brochures
- Website profiles and interactive maps

Project Workflow

The following diagram provides a general overview of the certification process for the updated Investment Ready: Certified Site Program. For a detailed description of the Program’s rules and guidelines, please refer to the Certification Instructions and Requirements. This diagram may not be applicable to the process followed by Recipients transitioning into the updated Program.



Timelines

Unless otherwise defined herein, all capitalized terms in the table below shall have the meaning set out in the Certification Instructions and Requirements.

The Recipient has completed the following by the Certification Designation Date:

Required Documents for Designation as a Certified Site	
Land use planning	Official Plan and zoning by-law information
	Plan of subdivision (if applicable)
	Environmental Site Assessment (ESA)
	Archaeological Assessment
	Other assessments (if applicable). Please list:
Information about the Site	Property survey and legal description
	Parcel register
	Title search opinion or a certificate of title
	Property maps that depict the following elements: <ul style="list-style-type: none"> • Location and Site boundaries • Net developable area • Contextual map • Aerial photograph or video • Topographic • Transportation network and access to the Site
Site Servicing	Sanitary, water and wastewater service letter from the municipality
	Telecommunication service letter NorthernTel Limited Partnership
	Natural gas service letter Union Gas Limited
	Hydroelectricity service letter Hydro One Networks Inc.

SCHEDULE "B"

BUDGET

Unless otherwise defined herein, all capitalized terms below shall have the meaning set out in the Agreement, including the Certification Instructions and Requirements.

Budget Overview

Breakdown of Expenses	Estimated or Actual Costs (\$)	Estimated or Actual Program Reimbursement (\$)	Expected or Actual Costs to Recipient (\$)
Reimbursement received under the Previous Program Agreement	17,502.91	7,733.26	9,769.65
Completion of Transition Requirements			
Maintenance of Designation Requirements			
Marketing Initiatives			
Total			

Maintenance of Designation Requirements

Maintenance of Designation Requirements		Estimated Costs (\$)
Land use planning	Environmental Site Assessment (ESA)	
	Archaeological Assessment	
	Other Assessments (if applicable). Please list:	
Information about the	Property survey and legal description	
	Parcel register	

Certified Site	Title search opinion or a certificate of title	
	Property maps that depict the following elements: <ul style="list-style-type: none"> • Location and Certified Site boundaries • Net developable area • Contextual map • Aerial photograph or video • Topographic • Transportation network and access to the Certified Site 	
Certified Site Servicing	Sanitary, water and wastewater service letter from the municipality	
	Telecommunication service letter Company Name: <u>NorthernTel Limited Partnership</u>	\$0
	Natural gas service letter Company Name: <u>Union Gas Limited</u>	\$0
	Hydroelectricity service letter Company Name: <u>Hydro One Networks Inc.</u>	\$0
Estimated Total Costs To Maintain Designation Requirements:		

Marketing Initiatives

Marketing Initiatives		Estimated Costs (\$)
1.		
2.		
3.		
4.		
5.		
Estimated Total Costs for Marketing Initiatives:		

SCHEDULE “C”

REPORTS

REPORTING REQUIREMENTS

Name of Reports	Due Date	Format
Post-Designation Annual Report	Each anniversary of the Effective Date	Electronic submission of the Post-Designation Annual Report, substantially in the form set out in Schedule “H”
Post-Designation Check-in	Not Required	Please refer to the requirements in Schedule “I”, if required
Reimbursement Submission	See section 4.7 of the Agreement for the due date of the first Reimbursement Submission. For all subsequent Reimbursement Submissions, please provide at any time prior to the Expiry Date.	Electronic submission of Schedule “F”

REPORT DETAILS

All Reports shall be submitted electronically to: InvestmentReady@ontario.ca unless otherwise directed by the Province.

SCHEDULE “D”

ELIGIBLE COSTS

Unless otherwise defined herein, all capitalized terms below shall have the meaning set out in the Agreement, including the Certification Instructions and Requirements.

ELIGIBLE COSTS:

- Eligible Costs must be directly related to the Project and be actual cash outlays that are incurred and paid by the Recipient to third parties that are documented through paid invoices and proofs of payment acceptable to the Province and are not to exceed fair market value.
- The Province shall require evidence of costs incurred and paid for in accordance with the terms of the Agreement.

Eligible Costs include:

Unreimbursed Eligible Costs under the Previous Program Agreement

Eligible Costs under the Previous Program Agreement that have not been reimbursed by the Province.

Transition Requirements

Eligible Costs for the completion of the Transition Requirements are costs relating to provision of the documents by the Recipient to the Province in satisfaction of the Transition Requirements.

Designation Requirements and Maintenance

Eligible Costs for the maintenance of designation as a Certified Site (to enable the Site or the Certified Site as applicable to continue to meet the Program’s requirements) include assessments and documentation prepared by qualified professionals for the following services:

- Mapping (topographic map, environmental context map, Net Developable Area map).
- Aerial photograph or video of the Site or the Certified Site as applicable with parcel boundary clearly shown.
- Parcel register and accompanying property index map for each parcel.
- Plan of Survey

- Legal fees (including contract and fees associated with updating information required to maintain designation, for example, the title opinion or a certificate of title).
- Surveyor's real property report.
- Environmental Site Assessments (ESA).
- Archaeological Assessments.
- Production of copies of municipal documents and digital mapping (i.e. copies of draft Plan of Subdivision)
- Project management fees.
- Additional documentation, studies and/or assessments in cases where the Province determines further documentation or studies and/or assessments are necessary pursuant to this Agreement.

Marketing Initiatives

Reimbursement for Marketing Initiatives costs is intended to offset costs associated with developing Marketing Initiatives specific to the Certified Site and the Program, targeting potential investors and the real estate business community.

Eligible Costs for Marketing Initiatives include:

- Certified Site-specific advertising. Creative design for advertising must be coordinated with the Province and receive approval from the Province prior to placement.
- Certified Site-specific street-level signage.
- Photography, graphic images and renderings of the Certified Site such as drone photography, digital conceptual renderings, and concept plans.
- Development of promotional materials to promote the Certified Site such as brochures, videos, business cases, presentations and pop-up banners, including printing, pressing CDs or DVDs, USB keys and recording of videos.
- Translation into English, French or other languages of Marketing Initiatives materials (i.e. brochures) or website content promoting the Certified Site.
- Software, mobile application or website customization to incorporate references to the Certified Site including the Official Marks (excluding the cost of software licenses or off-the-shelf add-on modules).

- Costs associated with developing and providing Certified Site-related material to support visits to the Site or the Certified Site as applicable, request for information responses and follow ups after the visits to the Site or the Certified Site as applicable.
- Cost of advertisement placement in any media. Plans to purchase media of any kind must be coordinated with the Province and receive approval from the Province prior to placement.
- Creative services related to the development of the Marketing Initiatives described above.

INELIGIBLE COSTS

All costs that are not Eligible Costs are ineligible costs. The following are provided as examples for further clarification:

- Infrastructure or capital costs related to bringing the Site or the Certified Site as applicable up to eligibility and property standards, maintenance and property taxes.
- Capital costs: infrastructure development, capital expenditures to acquire or enhance assets, software licenses, electronics (including computers, fax, machines, drones, digital cameras), and demonstration aids. Capital costs include the direct costs of acquisition, construction, expansion, modification, conversion, transportation, installation and insurance (during construction) of fixed assets, as well as the cost of licensing and franchising fees.
- Costs paid to an Ontario Ministry, Ontario agency or Crown corporation.
- Travel costs and accommodations incurred by the Recipient or third party consultants as a result of the preparation of the Application Form, designation maintenance or Marketing Initiatives (international or domestic).
- Ongoing operational expenses including labour costs, office and overhead expenses (e.g. salaries, wages, including those of staff working on the Project).
- Costs not incurred in Ontario, except when the only supplier(s) of services are outside of Ontario with proof and prior written approval from the Province.
- Entertainment expenses, meals or alcoholic beverages.
- In-kind contributions.
- Costs, including taxes, for which the Recipient has received, will receive or is eligible to receive a rebate, credit or refund.

- Consultant fees are ineligible where there is an indication of an employer-employee relationship to be determined by the Province in its sole discretion.
- Miscellaneous: activities for which one or more persons expect to receive compensation in the form of a commission or finder's fee.
- Fees associated with municipal planning applications unless required and pre-approved in writing by the Province.
- Costs that have already been reimbursed by the Province to the Recipient under the Previous Program Agreement.

Ineligible Costs for Marketing Initiatives

In addition to the types of ineligible costs set out above, the following costs are also ineligible:

- Market research activities associated with general investment attraction, retention and expansion, strategic planning and general economic development.
- Collection or purchase of statistical data that do not directly support Marketing Initiatives of the Certified Site.
- Regular website maintenance and updating web content, website hosting, software licensing.
- Premiums and corporate gifts including events, shows and concert tickets, Recipient branded items, cups, mugs and pens.
- Postage, including postage for direct mail campaigns.
- Participation in trade shows or conferences, including registration fees for trade shows or conferences; booth design, purchase and assembly; shipping and design of general, non-Certified Site related promotional material specifically for a trade show; overhead costs such as pre-show mailing, stationery and long distance phone calls; research to target companies at a trade show; consultant costs for organizing outgoing missions (including training participants); consultant costs to develop business cases for follow up with potential investors after a trade show.
- Sponsorships.

STACKING OF FUNDS

Stacking of Provincial support will be considered on a case by case basis. Stacking of funding from complementary programs may be acceptable to the Province, in its sole discretion, for Eligible Costs that: (a) are ineligible costs in such complementary

programs; and (b) will not be reimbursed by the Province of Ontario under such programs.

SCHEDULE "E"

LEGAL DESCRIPTION OF THE SITE

Legal Description

Please see legal description in the Site's parcel register(s) attached in Appendix 1 to this Schedule "E".

Property Identification Number ("PIN")

Please see PIN(s) in the Site's parcel register(s) attached in Appendix 1 to this Schedule "E".


Known unregistered encumbrances, encroachments (easements):

None


APPENDIX 1

PARCEL REGISTER(S) FOR THE SITE

PIN 61335-0415 (LT)

		LAND REGISTRY OFFICE #54 61335-0415 (LT)	PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER	PAGE 1 OF 1 PREPARED FOR TEMISKAMING SHORES ON 2018/02/26 AT 12:37:43		
PROPERTY DESCRIPTION: PT S 1/2 LT 6 CON 1 DYMOND PT 10 54R5639; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 1, 54R5727 AS IN DT44916						
PROPERTY REMARKS: CROWN GRANT SEE TP219.						
ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE		RECENTLY: DIVISION FROM 61335-0405		PIN CREATION DATE: 2014/04/14		
OWNERS' NAMES THE CORPORATION OF THE CITY OF TEMISKAMING SHORES CAPACITY SHARE						
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
54R5639	2012/08/31	PLAN REFERENCE				C
54R5727	2013/11/29	PLAN REFERENCE				C
DT44916	2014/04/03	TRANSFER EASEMENT		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	HYDRO ONE NETWORKS INC.	C
DT45036	2014/04/14	TRANSFER		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	C

PIN 61335-0416 (LT)

		LAND REGISTRY OFFICE #54 61335-0416 (LT)	PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER	PAGE 1 OF 1 PREPARED FOR TEMISKAMING SHORES ON 2018/02/26 AT 12:38:07		
PROPERTY DESCRIPTION: PT S 1/2 LT 6 CON 1 DYMOND PT 11 54R5639; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING; SUBJECT TO AN EASEMENT IN GROSS OVER PT 2 54R5727 AS IN DT44916						
PROPERTY REMARKS: CROWN GRANT SEE TP219.						
ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE		RECENTLY: DIVISION FROM 61335-0405		PIN CREATION DATE: 2014/04/14		
OWNERS' NAMES THE CORPORATION OF THE CITY OF TEMISKAMING SHORES CAPACITY SHARE						
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
54R5639	2012/08/31	PLAN REFERENCE				C
54R5727	2013/11/29	PLAN REFERENCE				C
DT44916	2014/04/03	TRANSFER EASEMENT		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	HYDRO ONE NETWORKS INC.	C
DT45036	2014/04/14	TRANSFER		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	C

PIN 61335-0417 (LT)

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
54R5639	2012/08/31	PLAN REFERENCE				C
54R5727	2013/11/29	PLAN REFERENCE				C
DT44916	2014/04/03	TRANSFER EASEMENT		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	HYDRO ONE NETWORKS INC.	C
DT45036	2014/04/14	TRANSFER		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	C

PIN 61335-0418 (LT)

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
54R5639	2012/08/31	PLAN REFERENCE				C
54R5727	2013/11/29	PLAN REFERENCE				C
DT44916	2014/04/03	TRANSFER EASEMENT		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	HYDRO ONE NETWORKS INC.	C
DT45036	2014/04/14	TRANSFER		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	C

PIN 61335-0419 (LT)

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
54R5639	2012/08/31	PLAN REFERENCE				C
54R5727	2013/11/29	PLAN REFERENCE				C
DT44916	2014/04/03	TRANSFER EASEMENT		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	HYDRO ONE NETWORKS INC.	C
DT45036	2014/04/14	TRANSFER		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	C

PIN 61335-0420 (LT)

Ontario ServiceOntario		LAND REGISTRY OFFICE #54		61335-0420 (LT)		PAGE 1 OF 1 PREPARED FOR TEMISKAMING SHORES ON 2018/02/26 AT 12:39:33	
<p>PROPERTY DESCRIPTION: PT S 1/2 LT 6 CON 1 DYMOND PTS 18, 26 54R5639; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 7, 8 54R5727 AS IN DT44916</p> <p>PROPERTY REMARKS: CROWN GRANT SEE TP219.</p> <p>ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE</p> <p>RECENTLY: DIVISION FROM 61335-0405</p> <p>PIN CREATION DATE: 2014/04/14</p> <p>OWNERS' NAMES: THE CORPORATION OF THE CITY OF TEMISKAMING SHORES</p> <p>CAPACITY SHARE:</p>							
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD	
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **							
54R5639	2012/08/31	PLAN REFERENCE				C	
54R5727	2013/11/29	PLAN REFERENCE				C	
DT44916	2014/04/03	TRANSFER EASEMENT		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	HYDRO ONE NETWORKS INC.	C	
DT45036	2014/04/14	TRANSFER		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	C	


PIN 61335-0421 (LT)

Ontario ServiceOntario		LAND REGISTRY OFFICE #54		61335-0421 (LT)		PAGE 1 OF 1 PREPARED FOR TEMISKAMING SHORES ON 2018/02/26 AT 12:40:19	
<p>PROPERTY DESCRIPTION: PT S 1/2 LT 6 CON 1 DYMOND PTS 19, 27 54R5639; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING; SUBJECT TO AN EASEMENT IN GROSS OVER PT 9 54R5727 AS IN DT44916</p> <p>PROPERTY REMARKS: CROWN GRANT SEE TP219.</p> <p>ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE</p> <p>RECENTLY: DIVISION FROM 61335-0405</p> <p>PIN CREATION DATE: 2014/04/14</p> <p>OWNERS' NAMES: THE CORPORATION OF THE CITY OF TEMISKAMING SHORES</p> <p>CAPACITY SHARE:</p>							
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD	
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **							
54R5639	2012/08/31	PLAN REFERENCE				C	
54R5727	2013/11/29	PLAN REFERENCE				C	
DT44916	2014/04/03	TRANSFER EASEMENT		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	HYDRO ONE NETWORKS INC.	C	
DT45036	2014/04/14	TRANSFER		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	C	


PIN 61335-0422 (LT)

Ontario ServiceOntario		LAND REGISTRY OFFICE #54		61335-0422 (LT)		PAGE 1 OF 1 PREPARED FOR TEMISKAMING SHORES ON 2018/02/26 AT 12:40:44	
<p>PROPERTY DESCRIPTION: PT S 1/2 LT 6 CON 1 DYMOND PTS 20, 28 54R5639; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING; SUBJECT TO AN EASEMENT IN GROSS OVER PT 10 54R5727 AS IN DT44916</p> <p>PROPERTY REMARKS: CROWN GRANT SEE TP219.</p> <p>ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE</p> <p>RECENTLY: DIVISION FROM 61335-0405</p> <p>PIN CREATION DATE: 2014/04/14</p> <p>OWNERS' NAMES: THE CORPORATION OF THE CITY OF TEMISKAMING SHORES</p> <p>CAPACITY SHARE:</p>							
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD	
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **							
54R5639	2012/08/31	PLAN REFERENCE				C	
54R5727	2013/11/29	PLAN REFERENCE				C	
DT44916	2014/04/03	TRANSFER EASEMENT		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	HYDRO ONE NETWORKS INC.	C	
DT45036	2014/04/14	TRANSFER		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	C	

PIN 61335-0423 (LT)

		LAND REGISTRY OFFICE #54 * CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *		PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER 61335-0423 (LT)		PAGE 1 OF 1 PREPARED FOR TEMISKAMING SHORES ON 2018/02/26 AT 12:41:07	
PROPERTY DESCRIPTION: PT S 1/2 LT 6 CON 1 DYMOND PTS 21, 22, 29, 30 54R5639; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING; SUBJECT TO AN EASEMENT IN GROSS OVER PT 11 54R5727 AS IN DT44916							
PROPERTY REMARKS: CROWN GRANT SEE TP219.							
ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE		RECENTLY: DIVISION FR:M 61335-0405		PIN CREATION DATE: 2014/04/14			
OWNERS' NAMES THE CORPORATION OF THE CITY OF TEMISKAMING SHORES							
CAPACITY SHARE							
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD	
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **							
54R5639	2012/08/31	PLAN REFERENCE				C	
54R5727	2013/11/29	PLAN REFERENCE				C	
DT44916	2014/04/03	TRANSFER EASEMENT		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	HYDRO ONE NETWORKS INC.	C	
DT45036	2014/04/14	TRANSFER		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	C	

PIN 61335-0424 (LT)

		LAND REGISTRY OFFICE #54 * CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *		PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER 61335-0424 (LT)		PAGE 1 OF 1 PREPARED FOR TEMISKAMING SHORES ON 2018/02/26 AT 12:41:34	
PROPERTY DESCRIPTION: PT S 1/2 LT 6 CON 1 DYMOND PTS 23, 24, 31, 32 54R5639; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING; SUBJECT TO AN EASEMENT IN GROSS OVER PT 12 54R5727 AS IN DT44916							
PROPERTY REMARKS: CROWN GRANT SEE TP219.							
ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE		RECENTLY: DIVISION FROM 61335-0405		PIN CREATION DATE: 2014/04/14			
OWNERS' NAMES THE CORPORATION OF THE CITY OF TEMISKAMING SHORES							
CAPACITY SHARE							
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD	
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **							
54R5639	2012/08/31	PLAN REFERENCE				C	
54R5727	2013/11/29	PLAN REFERENCE				C	
DT44916	2014/04/03	TRANSFER EASEMENT		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	HYDRO ONE NETWORKS INC.	C	
DT45036	2014/04/14	TRANSFER		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	C	

SCHEDULE "F"

REIMBURSEMENT SUBMISSION

TO: **Investment Ready: Certified Site Program**
Ministry of Economic Development, Job Creation and Trade

2 Queen Street East, 4th Floor
Toronto, Ontario M5C 3G7

RE: **Agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade (the "Province") and the Corporation of the City of Temiskaming Shores (the "Recipient") effective the 2nd day of May, 2018 (the "Agreement")**

Unless otherwise defined herein, all capitalized terms below shall have the meaning set out in the Agreement, including the Certification Instructions and Requirements.

1 Site or Certified Site Information

- Please attach a copy of Schedule "E" from the executed Agreement.

2 Key Dates

Agreement's Effective Date: May 2, 2018

Certification Designation Date: November 7, 2016

Project Completion Date: November 7, 2020

3 Program Status

This Reimbursement Submission applies to one or more of the following types of Eligible Costs:

- Completion of the Transition Requirements
- Maintenance of Designation Requirements and Minimum Eligibility Requirements
- Marketing Initiatives
- Eligible costs incurred under the Previous Program Agreement

4 Electronic Transfer Payment Registration

All disbursements made under the Agreement are by direct deposit payments, also known as electronic funds transfers (EFTs). Direct deposit payments provide quick service to recipients. The Recipient will receive email notifications for each direct deposit payment.

The Recipient shall register for EFTs by completing the tables below and attaching a scanned PDF copy of a void cheque/stamped bank letter.

If the Recipient is already receiving payments from the Government of Ontario please provide its assigned supplier number, which can be found in a previous cheque or EFT separate remittance advice details.

Please select the most appropriate statement from the following:

- Option 1: A supplier account has already been established for the Recipient.
Supplier Account Number: _____
- Option 2: It is not known if a supplier account has been established for the Recipient.
- Option 3: The Recipient has never received transfer payments from the Government of Ontario.

If option 2 or 3 was selected, please complete the following tables:

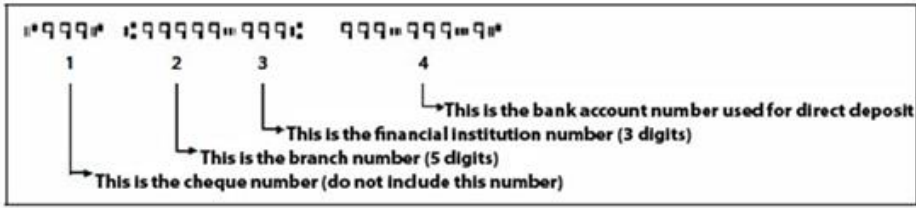
Recipient* Information	
Recipient's Legal Name:	
Trade Name, Division, Branch, Department (if applicable):	
9-Digit CRA Business Number (if applicable):	

Recipient Legal Entity Type (check one):	<input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership* <input type="checkbox"/> Trust <input type="checkbox"/> Other: _____
Address:	
City:	
Province:	
Postal Code:	
Contact Name:	
Contact's Email:	
Business Phone Number:	
Business Fax Number:	

* If the Recipient is a limited partnership, please also include the general partner's information

Financial Institution Information	
Name of Institution:	
Address:	
City:	
Province:	
Postal Code:	
Branch Number*:	
Bank Number*:	
Account Number*:	

* Please review the information below to locate the requested information:



1. The first three numbers at the bottom of the cheque are the cheque number (do not include these numbers)
2. The next five numbers are the branch number
3. The next three numbers are the financial institution number
4. The remaining numbers are the bank account number used for direct deposit

A scanned PDF copy of a void cheque/stamped bank letter is attached with this Reimbursement Submission.

5 Details of Expenses

For a complete description of Eligible Costs and reimbursement rules, refer to the Agreement.

Please ask all service providers to reference details of expenses on all invoices including a reference to the Site or the Certified Site as applicable (i.e. legal description or municipal address) for which the work is being completed.

Complete each table with the necessary detail for reimbursement. Municipalities should note that only the non-exempted portion of the HST should be included. Include all applicable invoices with the Reimbursement Submission.

1.0 Legal Expenses

#	Service Provider	Date (Month- Date- Year)	Subtotal of Service (\$0.00)	HST (\$0.00)	Total (\$0.00)
1.1					
1.2					
1.3					
1.4					
1.5					
Total Legal Expenses:					

Invoices are labelled accordingly and are attached.

2.0 Land Use Planning Expenses

#	Service Provider	Date (Month- Date- Year)	Subtotal of Service (\$0.00)	HST (\$0.00)	Total (\$0.00)
2.1					
2.1					
2.2					
2.3					
2.5					
2.6					
2.7					
2.8					
Total Land Use Planning Expenses:					

Invoices are labelled accordingly and are attached.

3.0 Technical Report Expenses

#	Service Provider	Date (Month- Date- Year)	Subtotal of Service (\$0.00)	HST (\$0.00)	Total (\$0.00)
3.1					
3.2					
3.3					
3.4					
3.5					
Subtotal for Environmental Site Assessment (ESA):					
3.6					
3.7					
3.8					
3.9					
3.10					

Subtotal for Archaeological Assessment:							
3.11							
3.12							
3.13							
3.14							
3.15							
Subtotal for Other Assessments:							
Total Technical Report Expenses:							

Invoices are labelled accordingly and are attached.

4.0 Marketing Initiatives Expenses

Note: The Province will reimburse the Recipient for 50% of Eligible Costs for Marketing Initiatives up to \$10,000 (which amount, for further clarification, is part of the Maximum Funds) that, notwithstanding the definition of Eligible Costs in the Agreement, have been incurred and paid from and including the Certification Designation Date to and including the earlier of (i) the Project Completion Date; and (ii) the date of termination of the Agreement.

#	Service Provider	Date (Month-Date-Year)	Subtotal of Service (\$0.00)	HST (\$0.00)	Total (\$0.00)
4.1					
4.2					
4.3					
4.4					
4.5					
Total Marketing Initiatives Expenses:					

Invoices are labelled accordingly and are attached.

5.0 Miscellaneous Expenses

#	Service Provider	Date (Month-Date-Year)	Subtotal of Service (\$0.00)	HST (\$0.00)	Total (\$0.00)
---	------------------	------------------------	------------------------------	--------------	----------------

5.1							
5.2							
5.3							
5.4							
5.5							
Total Miscellaneous Expenses:							

Invoices are labelled accordingly and are attached.

6 Summary of Eligible Costs Table

Using the information from the itemized expense details listed in the tables above, complete the summarized table below to calculate the grand total for the Reimbursement Submission.

Expense Category		Category Totals (\$0.00)	Reimbursable Amount Totals (50%) (\$0.00)	Estimated Cost to Recipient (\$0.00)
<i>Formula:</i>		<i>A</i>	<i>B</i>	<i>A-B</i>
1.0	Legal			
2.0	Land Use Planning			
3.0	Technical Reports			
4.0	Marketing Initiatives			
5.0	Miscellaneous			
Grand Total:				

7 Summary of Available Funding

To calculate the remaining Funds available for the Certified Site identified in this Reimbursement Submission and to determine if the total reimbursements for Marketing Initiatives are within the \$10,000 allocation limit, please complete the calculations in the tables below.

Calculations to determine the total funding available for the Certified Site*			
Maximum Funds available to Recipient:		\$50,000*	00
Total reimbursements	a) currently requested:	\$	
	b) Reimbursement received under the Previous Program Agreement:	\$7,733.23	
	c) Reimbursement received to date under the Agreement:	\$	
Total Remaining Balance*:		\$	

Refer to Section 6 of this Schedule – Grand Total, Estimated Cost to Recipient

* This amount includes the amount already reimbursed under the Previous Program Agreement and the \$10,000 referred to in the chart below.

Calculations to determine total reimbursements for Marketing Initiatives			
Maximum allocation for Marketing Initiatives:		\$10,000	00
Total reimbursement for Marketing Initiatives for Certified Site	a) currently requested:	\$	
	b) received to-date:	\$	
Total Remaining Balance for Marketing Initiatives:		\$	

Refer to Section 6 of this Schedule, Item 4.0

8 Acknowledgement

I, _____, _____ of the Recipient, on
Name Title
behalf of the Recipient, hereby certify that:

1. The information provided in this Reimbursement Submission is complete and accurate.
2. The Recipient acknowledges that the Province has complete discretion over the approval of any Eligible Costs and the acceptance of this Reimbursement Submission.
3. The Recipient agrees to provide additional information and documents as may be required by the Province to evaluate this Reimbursement Submission.
4. The Recipient is in compliance with this Agreement.
5. There is no material change to the Budget.
6. The amount requested in this Reimbursement Submission will be used solely for Eligible Costs.
7. The amount requested in this Reimbursement Submission does not include costs for any Project component that have already been reimbursed by the Province to the Recipient under the Previous Program Agreement or any other funding agreement entered into between the Province and the Recipient.

Name:
Title:

Date

I have authority to bind the Recipient.

**SCHEDULE “G”
SITE CHANGE NOTIFICATION FORM**

TO: Investment Ready: Certified Site Program
Ministry of Economic Development, Job Creation and Trade

2 Queen Street East, 4th Floor
Toronto, Ontario M5C 3G7

RE: Agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade (the “Province”) and the Corporation of the City of Temiskaming Shores (the “Recipient”) effective the 2nd day of May, 2018 (the “Agreement”)

Unless otherwise defined herein, all capitalized terms below shall have the meaning set out in the Agreement.

1 Purpose

To provide notification to the Province in accordance with section 6.2 of the Agreement, please follow the instructions outlined in section 2 of this form. If there are any questions or concerns, please email: InvestmentReady@ontario.ca.

2 Instructions

- The Recipient shall provide the following information:
 - Contact information for the Recipient:
 - Name, Title: _____
 - Email address: _____
 - Phone Number: _____
 - Identification details of the Site or the Certified Site as applicable identification details:
 - Address of the Site or the Certified Site as applicable:

- Or attach a copy of Schedule “E” of the Agreement
- Indicate the nature of the change (please check the appropriate box and provide details below):
 - Administrative (i.e. Recipient, agent, change of the Recipient’s municipal address).
 - Site-specific (i.e. disposition of any interest in the Site or the Certified Site as applicable, severance, extension of draft plan approval, change of the municipal address or legal description of the Site or the Certified Site as applicable)
 - Other
- Description of the change:
- Date when the change will be complete: _____
- Attach any documentation necessary to explain the change (i.e. new parcel register, new land survey)
- Program staff will advise of next steps. The Recipient may be required to update Designation Requirements or other Program documents or sign a Change Request Form or an amending agreement to maintain its status in the Program.

3 Acknowledgement

I, _____, _____ of the Recipient, on
Name Title
 behalf of the Recipient, hereby certify that the information provided in this Site Change Notification Form is complete and accurate. The Recipient further agrees to provide additional information and documents as may be required by the Province to evaluate this Site Change Notification Form.

 Name: _____
 Title: Date

I have authority to bind the Recipient.

4 Approval (to be completed by Program staff)

The Province hereby approves the requested changes set out in this Site Change Notification Form.

Name:

Date:

SCHEDULE "H"

POST-DESIGNATION ANNUAL REPORT

Unless otherwise defined herein, all capitalized terms below shall have the meaning set out in the Agreement.

Recipient Name:

Certification Designation Date:

Municipal address of the Certified Site or attach a copy of Schedule "E":

Reporting Period:

-
1. Does the Certified Site continue to satisfy the Program's Minimum Eligibility Requirements and Designation Requirements within the reporting period?

Yes

No

If not, please describe the actions taken to date to bring the Certified Site back into compliance:

2. Has any portion of the Certified Site been sold or leased within the reporting period to make the total available property size less than 10 acres?
 - Yes
 - No
3. Are you willing to sell or lease a portion of the Certified Site, should the opportunity arise?
 - Yes
 - No
4. Within this reporting period, did you use the Site Change Notification Form to notify the Province when the Site Information related to your Certified Site has changed?
 - Yes
 - No, it was not required.
 - No, I was not aware I had to inform the Province.
5. Within this reporting period, have you undertaken any Marketing Initiatives for the Certified Site?
 - Yes, in the planning stages.
 - Yes, marketing is completed.
 - No, but maybe in the future. (skip question 6)
 - No, there is no intention to do so. (skip question 6)
6. If "Yes" to Question 5, please list the type of Marketing Initiatives the Recipient plans or has completed for the Certified Site:
 - 1.
 - 2.
 - 3.
 - 4.
 - 5.

SCHEDULE "I"

POST-DESIGNATION CHECK-IN

Unless otherwise defined herein, all capitalized terms below shall have the meaning set out in the Agreement.

1 Purpose

The purpose of the Post-Designation Check-In is to verify the accuracy of the details of the Certified Site. The Post-Designation Check-In does not replace the Recipient's on-going responsibility to comply with the notification requirements in section 6.2 of the Agreement.

- For a complete listing of the Program's Minimum Eligibility Requirements and Designation Requirements, please refer to the Certification Instructions and Requirements.

2 Instructions

- The Recipient must confirm (i) whether the information provided in or in support of the Recipient's application to the Program is still accurate; (ii) that the Site or the Certified Site as applicable continues to meet the Minimum Eligibility Requirements; and (iii) that the Certified Site continues to meet the Designation Requirements.
- In the event that (i) the information provided in or in support of the Recipient's application to the Program remains unchanged; (ii) the Site or the Certified Site as applicable continues to meet the Minimum Eligibility Requirements; and (iii) the Certified Site continues to meet the Designation Requirements, an authorized signing officer of the Recipient is required to notify the Province by sending an email to InvestmentReady@ontario.ca.
- In the event of any event, change or circumstance described in section 6.2 of the Agreement, the Recipient must complete a Site Change Notification Form.
- The Province will notify the Recipient when the Post-Designation Check-In has been completed.

SCHEDULE “J”

CHANGE REQUEST FORM

TO: Investment Ready: Certified Site Program
Ministry of Economic Development, Job Creation and Trade

2 Queen Street East, 4th Floor
Toronto, Ontario M5C 3G7

RE: Agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade (the “Province”) and the Corporation of the City of Temiskaming Shores (the “Recipient”) effective the 2nd day of May, 2018 (the “Agreement”) and, if applicable, the License Agreement between the Province and the Recipient (referred to as the Licensee thereunder) effective the 2nd day of May, 2018 (the “License Agreement”)

Unless otherwise defined herein, all capitalized terms below shall have the meaning set out in the Agreement, including the Certification Instructions and Requirements.

Please complete all appropriate sections (to be completed by the Recipient).

1. Amendment to Municipal Address

The municipal address of the Site or the Certified Site as applicable set out in the section entitled “Municipal Address” in Schedule “E” of the Agreement is hereby deleted in its entirety and replaced with the following:

“Municipally known as:

2. Amendment to Legal Description

The legal description of the Site or the Certified Site as applicable as set out in the parcel register attached as Appendix 1 of Schedule “E” is hereby replaced with the legal description set out in the parcel register attached as Appendix 1 to this Change Request Form

3. Amendment to Property Identification Number (“PIN”)

The PIN(s) of the Site or the Certified Site as applicable as set out in the parcel register attached as Appendix 1 of Schedule “E” is hereby replaced with the PIN(s) set out in the parcel register attached as Appendix 1 to this Change Request Form.

4. Amendment to Site Description

The site description set out in the section entitled “Site Description” in Schedule “E” of the Agreement is hereby deleted in its entirety and replaced with the following:

“

_____”

5. Amendment to section 6.5(a)(ii) of the Agreement and section 12.2(b) of the License Agreement

In section 6.5(a)(ii) of the Agreement and section 12.2(b) of the License Agreement, the reference(s) to “60 days” is hereby replaced with “_____ days”.

6. Amendment to section 6.6(a)(ii) of the Agreement and section 12.3(b) of the License Agreement

In section 6.6(a)(ii) of the Agreement and section 12.3(b) of the License Agreement, the reference(s) to “60 days” is hereby replaced with “_____ days”.

7. Reasons for requested amendment(s):

8. Acknowledgement

The Recipient hereby requests the aforementioned amendment(s) to the Agreement (and the License Agreement, if applicable) and certifies that the information provided to support the request is accurate. The Recipient further agrees to provide additional information and documents as may be required by the Province to evaluate this Change Request Form. The Agreement (and the License Agreement, if applicable) is accordingly amended upon execution of this form by the Recipient

and the Province. All other terms and conditions of the Agreement (and the License Agreement, if applicable) remain in full force and effect.

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

Name: _____ Date _____
Title:

Name: _____ Date _____
Title:

I/We have authority to bind the Recipient.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Economic Development, Job Creation and Trade

Name: _____ Date _____
Title:

For the purposes of sections 5 and 6 above, the parties to the License Agreement agree that the License Agreement is accordingly amended upon execution of this form

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

Name: _____ Date _____
Title:

Name:
Title:

Date

I/We have authority to bind the Licensee.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the
Minister of Economic Development, Job Creation and Trade**

Name:
Title:

Date

SCHEDULE "K"

VISUAL DEPICTION OF THE SITE

The visual depiction of the Site provided below is not legally binding and is included for reference purposes only. For greater certainty, in the event of a conflict or inconsistency between the Site as described in Schedule "E" and the visual depiction of the Site provided below, the Site as described in Schedule "E" will prevail.



SCHEDULE “L”

ADDITIONAL DESIGNATION REQUIREMENTS

The Recipient must provide confirmation, satisfactory to the Province, of the following additional Designation Requirements:

Not applicable.

TRANSITION FUNDING AGREEMENT

THE AGREEMENT is effective as of the 2nd day of May, 2018

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Economic Development, Job
Creation and Trade**

(the “Province”)

- and -

The Corporation of the City of Temiskaming Shores

(the “Recipient”)

BACKGROUND:

The Province has established the Investment Ready: Certified Site Program (the “**Program**”) to promote to prospective investors an inventory of industrial properties that meet the Program’s Minimum Eligibility Requirements and Designation Requirements and are designated as Certified Sites by the Province.

The Recipient owns the Site, is a participant in the Program and intends to carry out the Project.

The Province wishes to provide Funds to the Recipient for the Project.

CONSIDERATION

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

1.0 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 will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

1.2 Definitions. In the Agreement, the following terms will have the following meanings:

“Agreement” means this agreement entered into between the Province and the Recipient and includes all of the schedules listed in section 30.1, the Certification Instructions and Requirements, and any amendments made pursuant to Article 32.0.

“Application Form” means the application form submitted by the Recipient requesting continued acceptance of the Site in the Program.

“Budget” means the budget attached to the Agreement as Schedule “B”.

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

“Certification Designation Date” means November 7, 2016.

“Certification Instructions and Requirements” means the Certification Instructions and Requirements available at <http://www.forms.ssb.gov.on.ca/mbs/ssb/forms/ssbforms.nsf/FormDetail?OpenForm&ACT=RDR&TAB=PROFILE&SRCH=&ENV=WWE&TIT=009-0020E&NO=009-0020E> that are incorporated by reference herein in full and are part of this Agreement, and that may be amended by the Province from time to time.

“Certified Site” means the Site as of the Certification Designation Date and only for such period or periods of time that it continues to meet the Minimum Eligibility Requirements and the Designation Requirements.

“Change Request Form” means the form attached as Schedule “J”.

“Designation Requirements” means the requirements that the Recipient must meet in order for the Province to designate the Site as a Certified Site, as more particularly set out in the Certification Requirements section (which may at a later date be referred to as the Designation Requirements section) of the Certification Instructions and Requirements and if applicable, Schedule “L”.

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

“Eligible Costs” means the costs paid by the Recipient for the purpose of carrying out the Project for which the Province may provide Funds and that are: (a) incurred by the Recipient from and including the Effective Date to and including the earlier of (i) the Project Completion Date; and (ii) the date of termination of the Agreement, and also include any costs incurred before the Effective Date that relate to the Transition Requirements or those incurred under the Previous Program Agreement; (b) in the sole opinion of the Province, reasonable and necessary for carrying out the Project; and (c) limited to the amounts and cost categories set out in the Budget in Schedule “B” and as more particularly described in Schedule “D”.

“Event of Default” has the meaning ascribed to it in section 15.1.

“Expiry Date” means six months after the Project Completion Date.

“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 the Province provides to the Recipient pursuant to the Agreement and provided to the Recipient under the Previous Program Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

“Intellectual Property” means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity.

“License Agreement” means the license agreement for which the Province grants to the Recipient (defined therein as “Licensee”), in the territory of Canada, a non-exclusive, revocable, non-transferable, non-assignable, non-sublicensable, license to use the Official Marks for the sole purpose of the Recipient’s Marketing Initiatives of the Certified Site, subject to the Recipient’s compliance with the terms and conditions of the license agreement and this Agreement.

“Marketing Initiatives” means, in any form or format, any advertising, promotional materials, signs, displays or communications of the Recipient intending to promote or advertise the Certified Site, as more particularly described in the License Agreement.

“Materials” has the meaning ascribed to it in section 5.5.

“Maximum Funds” means Fifty Thousand Dollars (\$50,000.00), which is the maximum amount of the Funds the Province will provide to the Recipient under the Agreement and for greater certainty includes the amounts provided to the Recipient under the Previous Program Agreement.

“Minimum Eligibility Requirements” means the minimum eligibility requirements that the Recipient must meet in order for the Site to be accepted into the Program, as more particularly set out in the Minimum Eligibility Requirements section of the Certification Instructions and Requirements.

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

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section 15.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section 15.4.

“Official Marks” means collectively the *Investment Ready: Certified Site* word marks and design marks of the Program in English and French as more particularly set out in the License Agreement and as may be amended from time to time by the Province pursuant to the terms and conditions thereof.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Previous Program Agreement” means the Agreement between the Province (formerly known as Her Majesty the Queen in Right of Ontario as represented by the Minister of Economic Development, Trade and Employment) and the

Recipient dated effective as of the 20th day of June, 2014 as amended by Amending Agreement No.1 dated effective as of the 20th day of June, 2015, Amending Agreement No. 2 dated effective as of the 17th day of December, 2015, Amending Agreement No. 3 dated effective as of the 4th day of May, 2016 and Amending Agreement No. 4 dated effective as of the 6th day of November, 2018.

“Program” has the meaning ascribed to it in the preamble to this Agreement.

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

“Project Completion Date” means the earlier of: (i) the fourth anniversary of the Certification Designation Date; and (ii) when the Site or Certified Site as applicable is legally transferred or leased to another person, in accordance with the terms and conditions of the Agreement.

“Re-Designation Date” has the meaning ascribed to it in section 6.7(b).

“Reimbursement Submission” means the form attached as Schedule “F”.

“Renewed Compliance with the Minimum Eligibility Requirements Date” has the meaning ascribed to it in section 6.5(a)(iv).

“Releasees” means her Majesty the Queen in right of Ontario, her ministers, agents, appointees and employees.

“Reports” means the reports described in Schedule “C”.

“Site” means the property or properties more particularly described in Schedule “E” or as may be amended in accordance with Article 32.0. If the Site subsequently loses its designation as a Certified Site during the term of the Agreement, “Site” also means the property or properties described herein during such period or periods of time that the Site is not designated as a Certified Site.

A visual depiction of the Site is provided in Schedule “K”, which for further clarification is not legally binding and is included for reference purposes only.

“Site Change Notification Form” means the form attached as Schedule “G”.

“Site Information” has the meaning ascribed to it in section 10.3.

“Suspension Date” means the earlier of (i) Suspension Date – Designation Requirements, if applicable; and (ii) Suspension Date – Minimum Eligibility Requirements, if applicable.

“Suspension Date – Designation Requirements” means the date that the Certified Site failed to continue to meet the Designation Requirements, as set out in the Notice described in section 6.6(a)(i).

“Suspension Date – Minimum Eligibility Requirements” means the date that the Site or the Certified Site as applicable failed to continue to meet the Minimum Eligibility Requirements, as set out in the Notice described in section 6.5(a)(i).

“Transition Letter” has the meaning ascribed to it in Schedule “A”.

“Transition Requirements” means the requirements and conditions set out in the Transition Letter.

2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both;
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in or in support of its application to the Program (including information relating to any Designation Requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete; and
- (e) it is, and shall continue to be the registered owner of the Site or the Certified Site as applicable from and including the Effective Date to and including the Project Completion Date.

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

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

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

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article 9.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article 2.0.

3.0 TERM OF THE AGREEMENT

3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article 6.0, Article 13.0, Article 14.0 or Article 15.0.

4.0 FUNDS AND CARRYING OUT THE PROJECT

4.1 Funds Provided. Subject to the terms and conditions of the Agreement and only in the event that the Site has been designated as a Certified Site, the Province will:

- (a) subject to section 4.1(b), reimburse the Recipient for 50% of Eligible Costs up to the Maximum Funds amount for the purpose of carrying out the Project;

- (b) with respect to Eligible Costs for Marketing Initiatives of the Certified Site, reimburse the Recipient for 50% of Eligible Costs up to \$10,000 (which amount, for further clarification, is part of the Maximum Funds) that, notwithstanding the definition of Eligible Costs, have been incurred and paid from and including the Certification Designation Date to and including the earlier of (i) the Project Completion Date; and (ii) the date of termination of the Agreement;
- (c) require electronic copies of invoices of costs incurred and paid relating to Eligible Costs;
- (d) provide the Funds to the Recipient as follows:
 - (i) Initial disbursement: within 60 days after receipt and acceptance by the Province of a Reimbursement Submission submitted by the Recipient in accordance with section 4.7, reimburse the Recipient for those Eligible Costs that the Recipient has incurred and paid prior to the Effective Date that relate to (a) the Transition Requirements; or (b) any other Eligible Costs incurred under the Previous Program Agreement; and,
 - (ii) Subsequent disbursements: within 60 days after receipt and acceptance by the Province of a Reimbursement Submission submitted by the Recipient, reimburse the Recipient for those Eligible Costs that the Recipient has incurred and paid from and including the Effective Date to and including the earlier of (i) the Project Completion Date; and (ii) the date of termination of the Agreement; and
- (e) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

4.2 Limitation on Payment of Funds. Despite section 4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificate of insurance or other proof as the Province may request pursuant to section 12.2;

- (b) the Province is not obligated to, and will not, provide any Funds unless, in the Province's sole opinion, the Site has been and continues to be designated as a Certified Site by the Province;
- (c) the Province is not obligated to reimburse any Eligible Costs for which a completed Reimbursement Submission has not been submitted to the Province;
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section 9.1; and
- (e) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section 14.1.

4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

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

4.4 Maintaining Designation Requirements. The Recipient shall continue to meet the Designation Requirements from and including the Effective Date to and including the Project Completion Date.

4.5 Maximum Funds. The Recipient acknowledges that the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds. The Recipient acknowledges that the Province has provided Funds to the Recipient in the

amount of \$7,733.24 under the Previous Program Agreement.

- 4.6 Funds Reimbursed.** The Recipient shall not submit a Reimbursement Submission in relation to Eligible Costs that have already been reimbursed under the Previous Program Agreement.
- 4.7 Reimbursement Submission.** The Recipient shall submit no later than 60 days after the Effective Date its first Reimbursement Submission.
- 4.8 Rebates, Credits, and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.
- 4.9 Availability of the Certified Site for Sale/Lease.** The Recipient agrees to keep the Certified Site available for sale or lease until the Project Completion Date.

5.0 OFFICIAL MARKS AND INTELLECTUAL PROPERTY

- 5.1 License Agreement.** The Recipient and the Province have entered into the License Agreement dated effective as of the date hereof and will perform and satisfy all covenants and obligations to be performed by it under the License Agreement.
- 5.2 Use of the Designation and Official Marks.**

Without limiting sections 5.3, 6.5, 6.6 and 6.7:

- (a) The Recipient shall not represent, either directly or indirectly through employees or associates or agents of the Recipient, in any Marketing Initiatives or in any verbal, written, print, digital, electronic or any other form of communication, that the Site is designated as a Certified Site: (i) prior to the Certification Designation Date; (ii) from and including the Suspension Date, and, if applicable, to but not including the later of the Re-Designation Date and the Renewed Compliance with the Minimum Eligibility Requirements Date; (iii) while the Site or the Certified Site as applicable fails to meet the Minimum Eligibility Requirements or the Designation Requirements; or (iv) as of date of termination or the Expiry Date of the Agreement.
- (b) The Recipient shall not use the Official Marks in association with the Certified Site in any Marketing Initiatives or in any verbal, written, print,

digital, electronic or any other form of communications: (i) prior to the Certification Designation Date; (ii) from and including the Suspension Date, and, if applicable, to but not including the later of the Re-Designation Date and the Renewed Compliance with the Minimum Eligibility Requirements Date; (iii) prior to the License Agreement being fully executed; (iv) while the Site or the Certified Site as applicable fails to meet the Minimum Eligibility Requirements or the Designation Requirements; (v) as of date of termination or expiry of the License Agreement; or (vi) as of date of termination or the Expiry Date of the Agreement.

- (c) The Recipient shall not at any time represent, either directly or indirectly through employees or associates or agents of the Recipient, in any Marketing Initiatives or other communications in any form or format, whether verbal, written, electronic, online, print, digital or otherwise with third parties or the public in general, that any property including the Site if applicable in whole or in part, other than the Certified Site, has received designation as a Certified Site, nor shall the Recipient use the Official Marks pursuant to the License Agreement in relation to any property including the Site if applicable in whole or in part, other than the Certified Site.

5.3 Marketing Initiatives.

- (a) The Recipient may use the Official Marks in any Marketing Initiatives, subject to and in accordance with the terms and conditions of the License Agreement and this Agreement including sections 5.2, 6.5, 6.6 and 6.7 herein.
- (b) At the request of the Province, the Recipient shall provide to the Province any draft or final versions of any Marketing Initiatives.
- (c) The Province may give written directions to require the Recipient to comply with the requirements of the License Agreement in relation to the use of the Official Marks by the Recipient in any Marketing Initiatives, which directions the Recipient shall comply with promptly.

5.4 Intellectual Property. The Recipient agrees that all Intellectual Property of the Province and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including images and data) provided by the Province to the Recipient shall remain the sole property of Her Majesty the Queen in right of Ontario.

- 5.5 Recipient or Third Party Intellectual Property.** To the extent that any Intellectual Property of the Recipient or any third party and every other right, title or interest in and to any concepts, techniques, ideas, information and materials, however recorded, including images and data of the Recipient or any third party (collectively “**Materials**”) has been provided in whole or in part by the Recipient to the Province, the Recipient grants to the Province a perpetual, world-wide, non-exclusive, irrevocable, transferrable, royalty-free, fully paid up right and license: (a) to use, modify, reproduce, display and distribute, in any form, those Materials; and (b) to authorize other persons including agents, contractors or sub-contractors, to do any of the former on behalf of the Province, the total consideration for which shall be the disbursement of Funds to the Recipient by the Province. The Recipient irrevocably waives in favour of the Province all rights of integrity and other moral rights in the Materials of the Recipient, for all time.
- 5.6 No Infringement.** The Recipient represents and warrants that the provision of the Materials shall not infringe or induce the infringement of any third party Intellectual Property rights. The Recipient further represents and warrants that it has obtained assurances with respect to any Intellectual Property of the Recipient or any third party that any rights of integrity or any other moral rights associated therewith have been waived.

6.0 ELIGIBILITY AND CHANGES TO THE SITE OR CERTIFIED SITE

6.1 Minimum Eligibility Requirements. For greater certainty and without limiting the Designation Requirements, the Site must satisfy the applicable Minimum Eligibility Requirements in order to be considered eligible for, and maintain, its designation as a Certified Site.

6.2 Notification. The Recipient will promptly notify the Province using the Site Change Notification Form in Schedule “G” to this Agreement of any event, change or circumstance that:

- (a) changes any information relating to the Minimum Eligibility Requirements or that may adversely affect the ability of the Site or the Certified Site as applicable to continue to meet the Minimum Eligibility Requirements;
- (b) changes any information relating to the Designation Requirements or that may adversely affect the ability of the Certified Site to continue to meet the Designation Requirements; or
- (c) changes any of the information that the Recipient provided to the Province in or in support of its application to the Program, which includes the documents the Recipient provided to the Province in satisfaction of the Transition Requirements.

6.3 Additional Information and Documents. The Recipient shall provide all additional information and documents required by the Province to evaluate the Site Change Notification Form. The Recipient acknowledges and agrees that acceptance of the proposed change(s) outlined in the Site Change Notification Form is at the sole discretion of the Province and additional due diligence or supporting documentation may be required prior to this acceptance.

6.4 Effect of Approved Site Change Notification Form. If the Province approves a Site Change Notification Form, the information about the Site or the Certified Site as applicable shall be deemed to be updated in the Province’s records as set out in the Site Change Notification Form from the date of the signature of the Province on the Site Change Notification Form. Approval of a Site Change Notification Form does not amend the Agreement and if as a result of the Province’s approval of the Site Change Notification Form, the Agreement needs to be amended, the Parties shall do so in accordance with Article 32.0.

6.5 Failure to continue to meet Minimum Eligibility Requirements.

Without limiting sections 5.2 and 5.3:

- (a) In the event that the Site or the Certified Site as applicable has failed to continue to meet the Minimum Eligibility Requirements,
- (i) the Province shall promptly send Notice to the Recipient thereof, which Notice shall confirm the Suspension Date – Minimum Eligibility Requirements.
 - (ii) the Recipient shall bring the Site or the Certified Site as applicable back into compliance with the Minimum Eligibility Requirements within a period of 60 days starting from the date of the Site Change Notification Form notifying the Province of the failure.
 - (iii) if the Recipient cannot bring the Site or the Certified Site as applicable back into compliance with the Minimum Eligibility Requirements in accordance with section 6.5(a)(ii), the Agreement shall terminate as of the end of the period of time referred to in section 6.5(a)(ii).
 - (iv) if the Recipient receives Notice from the Province that the Site or the Certified Site as applicable is back in compliance with the Minimum Eligibility Requirements, the Site or the Certified Site as applicable shall be in compliance as of the effective date set out in such Notice (the “**Renewed Compliance with the Minimum Eligibility Requirements Date**”).
- (b) If the Site fails to continue to meet the Minimum Eligibility Requirements and returns back into compliance with the Minimum Eligibility Requirements in accordance with section 6.5(a)(iv), the Province may, in its sole discretion, pay for the Recipient’s Eligible Costs reasonably incurred and paid from and including the Suspension Date – Minimum Eligibility Requirements to and including the Renewed Compliance with the Minimum Eligibility Requirements Date.
- (c) In the event that the Agreement is terminated in accordance with section 6.5(a)(iii), subject to any action the Province may take pursuant to section 15.2, the Province will pay for the Recipient’s Eligible Costs incurred and paid from and including the Effective Date to and including the Suspension Date – Minimum Eligibility Requirements, within 60 days after receipt and acceptance by the Province of a Reimbursement Submission therefor, provided that the Recipient submits the

Reimbursement Submission no later than the date that is 180 days after the termination of the Agreement. The Province may further demand that the Recipient immediately cease to use the Official Marks in any Marketing Initiatives and destroy copies of the Official Marks in its possession or under its control.

6.6 Failure to continue to meet Designation Requirements.

Without limiting sections 5.2 and 5.3:

- (a) If the Certified Site has failed to continue to meet the Designation Requirements,
 - (i) the Province shall promptly send Notice to the Recipient thereof, which Notice shall confirm the Suspension Date – Designation Requirements.
 - (ii) the Recipient shall bring the Certified Site back into compliance with the Designation Requirements within a period of 60 days starting from the date of the Site Change Notification Form notifying the Province of the failure.
 - (iii) if the Recipient cannot bring the Certified Site back into compliance with the Designation Requirements in accordance with section 6.6(a)(ii), the Agreement shall terminate as of the end of the period of time referred to in section 6.6(a)(ii).
- (b) In the event that the Agreement is terminated in accordance with section 6.6(a)(iii), subject to any action the Province may take pursuant to section 15.2, the Province will pay for the Recipient's Eligible Costs incurred and paid from and including the Effective Date to and including the Suspension Date – Designation Requirements, within 60 days after receipt and acceptance by the Province of a Reimbursement Submission therefor, provided that the Recipient submits the Reimbursement Submission no later than the date that is 180 days after the termination of the Agreement. The Province may further demand that the Recipient immediately cease to use the Official Marks in any Marketing Initiatives and destroy copies of the Official Marks in its possession or under its control.

6.7 Suspension of Designation as Certified Site.

Without limiting sections 5.2 and 5.3:

- (a) If the Recipient receives Notice under section 6.6(a)(i), the Certified Site shall cease to be designated as a Certified Site as of the Suspension Date – Designation Requirements.
- (b) If the Recipient receives Notice from the Province that the Site has been re-designated as a Certified Site, the Site shall be re-designated as a Certified Site as of the effective date set out in such Notice (the “**Re-Designation Date**”).
- (c) If the Site is re-designated as a Certified Site pursuant to section 6.7(b), the Province may, in its sole discretion, pay for the Recipient’s Eligible Costs reasonably incurred and paid from and including the Suspension Date – Designation Requirements to and including the Re-Designation Date.

7.0 RECIPIENT’S ACQUISITION OF GOODS OR SERVICES

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

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

8.0 CONFLICT OF INTEREST

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

8.2 Conflict of Interest Includes. For the purposes of this Article, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient’s decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

8.3 Disclosure to Province. The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

9.0 REPORTS, ACCOUNTING AND REVIEW

9.1 Preparation and Submission. The Recipient will:

- (a) submit to the Province all Reports in accordance with Schedule "C", or as specified by the Province from time to time;
- (b) submit to the Province at the email address referred to in section 18.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) where applicable, ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

9.2 Record Maintenance. The Recipient will keep and maintain:

- (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.

9.3 Inspection. The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon seventy-two hours' Notice to the Recipient and during normal business hours, visit and inspect the Site or the Certified Site as applicable or the Recipient's

premises, and enter upon the Site or the Certified Site as applicable or the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section 9.2;
- (b) remove any copies made pursuant to section 9.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

The Recipient agrees that the Province, its authorized representatives, or any independent auditor identified by the Province, when making visits or inspections of the Site or the Certified Site as applicable or the Recipient's premises, may take photographs or videos, including photographs or videos by drone.

9.4 Disclosure. To assist in respect of the rights provided for in section 9.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

9.5 No Control of Records. No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

9.6 Auditor General. For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to the *Auditor General Act* (Ontario).

10.0 COMMUNICATIONS REQUIREMENTS

10.1 Acknowledge Support. Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section 10.1(a) is in a form and manner as directed by the Province.

10.2 Publication. The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

10.3 Use of Site Information. Without requiring any further consent from the Recipient, the Recipient authorizes the Province, with respect to any communications, information or materials provided by the Recipient to the Province relating to the Project, the Site, the Certified Site or the Agreement (the “**Site Information**”), to:

- (a) copy, use and reproduce the Site Information for use in the Province’s internal inventory of properties until two years after the Expiry Date or the date of termination of the Agreement. If the Recipient requests that the Province remove the Site or the Certified Site as applicable from the inventory earlier, the authorization will end on the date of such request and subject to section 10.4, the Site Information will be removed from the inventory. If the Site or the Certified Site as applicable is still in the inventory, the Recipient authorizes the Province to contact the Recipient to refresh the information provided at any time until two years after the Expiry Date or the date of termination of the Agreement. The Recipient acknowledges and agrees that the purpose of the inventory is to enable the Province to promote properties for which an application under the Program has been submitted, whether designated as a Certified Site or not, to potential investors;
- (b) post the Site Information related to the Certified Site on-line on the Province’s domestic or international websites and social media channels;
- (c) include the Site Information in the Province’s Marketing Initiatives in relation to the Certified Site; and
- (d) provide the Site Information related to the Site, whether designated as a Certified Site or not, to any third party, including investment leads, potential investors, government officials who work in investment attraction and any other persons that may request the Site Information for a purpose in connection with the Program.

10.4 In the event that the Province uses any Site Information in its possession in accordance with section 10.3, it will do so on an as-is basis. The Recipient agrees and acknowledges that the Province may not change the applicable Site Information promptly in the event of any of the following:

- (a) a Site Change Notification Form is approved by the Province;
- (b) the Site or the Certified Site as applicable fails to continue to meet the Minimum Eligibility Requirements or the Designation Requirements either on a temporary or permanent basis;
- (c) the Recipient requests that the Province remove the Site or the Certified Site as applicable from the inventory within two years after the Expiry Date or the date of termination of the Agreement; or
- (d) the Agreement expires or is terminated.

11.0 INDEMNITY AND RELEASE

11.1 Indemnification. The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, 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 (i) the Project, (ii) the Program, (iii) any sale, transfer, lease or other transaction relating to the Site or the Certified Site, (iv) any communications in any form including the Marketing Initiatives related to the Site or the Certified Site, (v) the use of the Site Information, (vi) the Agreement, or (vii) the Previous Program Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

11.2 Recipient's Participation. The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

11.3 Province's Election. The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under the Agreement, at law, or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.

- 11.4 Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.
- 11.5 Recipient's Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations.
- 11.6 Release.** The Recipient:
- (a) on behalf of itself, its successors and assigns, releases and forever discharges the Releasees from any and all actions, causes of action, claims and demands for damages, indemnity, costs, interest and loss or injury of every nature and kind howsoever arising which the Recipient now has, may have had or may hereafter have arising from or in any way related to (i) the Project, (ii) any sale, transfer, lease or other transaction relating to the Site or the Certified Site, (iii) the Program, (iv) any communications in any form including the Marketing Initiatives related to the Site or the Certified Site, (v) the use of the Site Information, (vi) the Agreement, or (vii) the Previous Program Agreement;
 - (b) agrees not to make any claim or take any proceeding in connection with any of the claims released against any other person or corporation who might claim contribution or indemnity from the Releasees by virtue of the claim or proceeding; and
 - (c) understands and agrees that any consideration paid by the Releasees in connection with this release is deemed to be no admission whatever of liability or responsibility on the part of the Releasees and that any such liability or responsibility is denied.

12.0 INSURANCE

12.1 Recipient's Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the 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 will include the following:

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

12.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section 12.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section 12.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

13.0 TERMINATION ON NOTICE

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

13.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section 13.1, the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section 13.2(b); and
 - (ii) subject to section 4.5, provide Funds to the Recipient to cover such costs; and
- (d) demand that the Recipient immediately cease to use the Official Marks in any Marketing Initiatives and destroy copies of the Official Marks in its possession or under its control.

14.0 TERMINATION WHERE NO APPROPRIATION

14.1 Termination Where No Appropriation. If, as provided for in section 4.2(e), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

14.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section 14.1, the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 14.2(b); and
- (d) demand that the Recipient immediately cease to use the Official Marks in any Marketing Initiatives and destroy copies of the Official Marks in its possession or under its control.

14.3 No Additional Funds. If, pursuant to section 14.2 (c), the Province determines

that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

15.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

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

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds;
 - (iii) provide, in accordance with section 9.1, Reports or such other reports as may have been requested pursuant to section 9.1(b); or
 - (iv) deliver a Site Change Notification Form in accordance with section 6.2;
- (b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the Minimum Eligibility Requirements;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate;
- (e) if any representation, warranty or other information, including in any application material, provided by the Recipient to the Province in connection with this Agreement or for purposes of obtaining or maintaining for the Site a designation as a Certified Site, is or becomes materially untrue in any respect;
- (f) if the Recipient makes any representations regarding the Site or Certified

Site, as applicable, that in any way contravenes the terms and conditions of this Agreement or the License Agreement;

- (g) if the Recipient uses or displays any of the Official Marks in any way that is in contravention of the terms and conditions of this Agreement or the License Agreement;
- (h) the Recipient is in default under the License Agreement;
- (i) an application is made to amend the Official Plan or amend or vary the zoning by-law applicable to the Site or the Certified Site as applicable to allow for non-industrial uses, including but not limited to, residential, commercial, institutional or recreational uses;
- (j) the changes outlined in the Site Change Notification Form, other than changes that would cause the Site or the Certified Site as applicable to fail to continue to meet any of the Minimum Eligibility Requirements or Designation Requirements, are not accepted by the Province in its sole discretion;
- (k) the Recipient fails to bring the Site or the Certified Site as applicable back into compliance with the Minimum Eligibility Requirements in accordance with section 6.5(a)(ii); and
- (l) the Recipient fails to bring the Certified Site back into compliance with the Designation Requirements in accordance with section 6.6(a)(ii).

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

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;

- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but in the sole opinion of the Province did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient;
- (j) cancel and revoke the designation as a Certified Site and the Recipient's right to use the Official Marks; and
- (k) demand that the Recipient immediately cease to use the Official Marks in any Marketing Initiatives and destroy copies of the Official Marks in its possession or under its control.

15.3 Opportunity to Remedy. If, in accordance with section 15.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

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

15.4 Recipient not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 15.2(b), and:

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

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 15.2(a), (c), (d), (e), (f), (g), (h), (i), (j) and (k).

15.5 When Termination Effective. Termination under this Article will take effect as provided for in the Notice.

16.0 FUNDS UPON EXPIRY

16.1 Funds Upon Expiry. The Recipient will, upon the Expiry Date, pay to the Province any Funds remaining in its possession or under its control.

17.0 DEBT DUE AND PAYMENT

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

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

17.2 Debt Due. If, pursuant to the Agreement:

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

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

17.3 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

17.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address referred to in section 18.1.

17.5 Fails to Repay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct

any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

18.0 NOTICE

18.1 Notice in Writing and Addressed. Notice will be in writing and will be delivered by email, postage-prepaid mail, or personal delivery and will be addressed to the Province and the Recipient respectively as set out below, or as either Party later designates to the other by Notice:

To the Province:

Ministry of Economic
Development, Job Creation and
Trade

2 Queen Street East, 4th Floor
Toronto, Ontario M5C 3G7

Attention: Investment Ready:
Certified Site Program

Email:
InvestmentReady@ontario.ca

To the Recipient:

The Corporation of the City of
Temiskaming Shores

325 Farr Drive
P.O. Box 2050

Haileybury, ON P0J 1K0

Attention: James Franks,
Economic Development Officer

Email:
jfranks@temiskamingshores.ca

18.2 Notice Given. Notice will be deemed to have been given:

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

18.3 Postal Disruption. Despite section 18.2(a), in the event of a postal disruption:

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

19.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

19.1 Consent. When the Province provides its consent pursuant to the Agreement,

it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

20.0 SEVERABILITY OF PROVISIONS

20.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

21.0 WAIVER

21.1 Waiver Request. Either Party may, in accordance with the Notice provision set out in Article 18.0, ask the other Party to waive an obligation under the Agreement.

21.2 Waiver Applies. Any waiver a Party grants in response to a request made pursuant to section 21.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

22.0 INDEPENDENT PARTIES

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

23.0 ASSIGNMENT OF AGREEMENT OR FUNDS

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

23.2 Agreement Binding. All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

24.0 GOVERNING LAW

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

25.0 FURTHER ASSURANCES

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

26.0 JOINT AND SEVERAL LIABILITY

26.1 Joint and Several Liability. Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

27.0 RIGHTS AND REMEDIES CUMULATIVE

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

28.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

28.1 Other Agreements. If the Recipient:

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

requirements of such other agreement; and

(d) such Failure is continuing,

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

29.0 SURVIVAL

29.1 Survival. The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0 and any other applicable definitions, section 2.1 (a), section 4.2(e), 4.5, section 5.2, Article 6.0, section 9.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections 9.2, 9.3, 9.4, 9.5, 9.6, Article 10.0, Article 11.0, section 13.2, sections 14.2 and 14.3, sections 15.1, 15.2(d), (e), (f), (g), (h) and (k), Article 17.0, Article 18.0, Article 20.0, Article 21.0, section 23.2, Article 24.0, Article 26.0, Article 27.0, Article 28.0, Article 29.0, Article 30.0, Article 32.0, Article 34.0 and Article 35.0.

30.0 ENTIRE AGREEMENT

30.1 This Agreement, including:

Schedule "A" -	Project Description and Timelines
Schedule "B" -	Budget
Schedule "C" -	Reports
Schedule "D" -	Eligible Costs
Schedule "E" -	Legal Description of the Site
Schedule "F" -	Reimbursement Submission
Schedule "G" -	Site Change Notification Form
Schedule "H" -	Post-Designation Annual Report
Schedule "I" -	Post-Designation Check-In
Schedule "J" -	Change Request Form
Schedule "K" -	Visual Depiction of the Site
Schedule "L" -	Additional Designation Requirements

any amending agreement entered into as provided for below and any document incorporated by reference,

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, including the Previous Program Agreement.

30.2 Certification Instructions and Requirements. The Recipient acknowledges having read and understood and agrees to be bound by the terms and conditions of the Certification Instructions and Requirements, as it may be amended from time to time in accordance with section 32.1(b), which is incorporated and made an integral part of this Agreement.

30.3 Conflict or Inconsistency. In the event of a conflict or inconsistency between the Agreement without the Certification Instructions and Requirements and the Certification Instructions and Requirements, the Agreement without the Certification and Instructions will prevail.

31.0 COUNTERPARTS

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

32.0 AMENDING THE AGREEMENT

32.1 The Agreement may only be amended in accordance with the following:

- (a) amendments to the municipal address, legal description or PIN of the Site or the Certified Site as applicable, or the period of time referred to in section 6.5(a)(ii) or section 6.6(a)(ii) shall be made using the Change Request Form, substantially in the form set out in Schedule “J” of the Agreement. In the event the Province signs the Change Request Form, the Agreement shall be amended accordingly.
- (b) the Province may unilaterally amend the Certification Instructions and Requirements and the Agreement shall be amended accordingly. The Recipient agrees and acknowledges that no notice shall be required to be made to the Recipient in the event of any amendments to the Certification Instructions and Requirements and that no further agreement by the Recipient whether in writing or otherwise is required for the consequent amendments to the Agreement.

- (c) subject to sections 32.1(a) and (b), all other amendments to the Agreement may only be made by written agreement duly executed by the Parties.

33.0 ACKNOWLEDGEMENT

33.1 The Recipient acknowledges that:

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

34.0 INDEPENDENT LEGAL ADVICE

- 34.1 Independent legal advice.** The Recipient acknowledges that the Province has provided the Recipient with a reasonable opportunity to obtain independent legal advice with respect to the Agreement, and that either: (a) the Recipient has obtained such independent legal advice prior to executing the Agreement, or; (b) the Recipient has willingly chosen not to obtain such advice and to execute the Agreement without having obtained such advice.

35.0 OPEN DATA

35.1 Open data. The Recipient agrees that the Province may publicly release the following information, whether in hard copy or in electronic form, on the internet or otherwise: Recipient name, Recipient contact information, Recipient address or general location, amount of Maximum Funds and/or Funds, Project description, including the Timelines table in Schedule “A”, Project results reported by the Recipient, legal description of the Site or the Certified Site as applicable and Budget.

36.0 TIME

36.1 Time. Time is of the essence of this Agreement and no extension or amendment of this Agreement operates as a waiver of this provision.

- SIGNATURE PAGE FOLLOWS -

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

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Minister of
Economic Development, Job Creation and Trade**

Date

Name: Carla Tsambourlianos

Title: Director of Foreign Direct Investment Services
Branch

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

Date

Name:

Title:

Date

Name:

Title:

I/We have authority to bind the Recipient.

SCHEDULE “A”

PROJECT DESCRIPTION AND TIMELINES

Background

The Province implements the Program, which is a discretionary, non-entitlement program with limited funding. The purpose of the Program is to promote to prospective investors an inventory of industrial properties that meet the Program’s Minimum Eligibility Requirements and Designation Requirements and are designated as Certified Sites.

The program guidelines for the Program were updated in November 2016. The Recipient was a previous participant in the Program and received \$7,733.24 in funding under the Previous Program Agreement. In order to reflect the changes made to the program guidelines and transition the Recipient into the updated Program, the Province, by way of a letter dated April 23, 2018 (the “**Transition Letter**”), gave the Recipient the opportunity to enter into this Agreement upon satisfaction of the conditions precedent set out in the Transition Letter. The Recipient satisfied the conditions precedent and the Previous Program Agreement was terminated as of May 1, 2018, with its provisions surviving in accordance with the terms and conditions of the Previous Program Agreement.

Project Description

The project (the “**Project**”) consists of the processes and activities undertaken by the Recipient to complete, deliver and comply with all Designation Requirements to obtain and maintain a Certified Site designation for the Site for a maximum period of four (4) years or until the Site or the Certified Site as applicable is legally transferred or leased to another person or until the Agreement is terminated. The Recipient has been carrying out the activities under the Previous Program Agreement, which formed part of the Project.

When a Site has been designated as a Certified Site, this indicates that the Recipient has provided the Province with satisfactory Site-related information described in the Certification Instructions and Requirements and has otherwise satisfied the Designation Requirements. The Province may make use of the Site-related information in accordance with the terms and conditions of the Agreement and the Recipient, at its discretion, may choose to distribute information and documents required by the Province in relation to the Program to prospective investors.

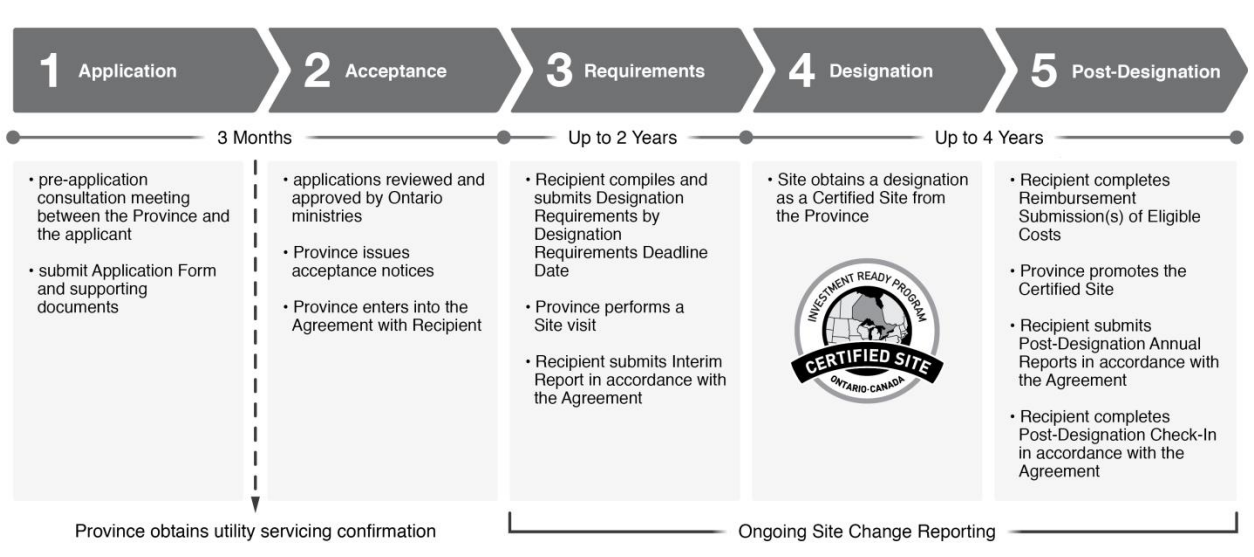
Once a Site has been designated as a Certified Site, the Recipient may undertake Marketing Initiatives in relation to the Certified Site and the Province may reimburse the

costs for such Marketing Initiatives in accordance with the terms and conditions of the Agreement. The Marketing Initiatives may include but is not limited to the following:

- News releases and announcements
- Editorial articles in local newspapers and newsletters
- Street-level signage
- Brochures
- Website profiles and interactive maps

Project Workflow

The following diagram provides a general overview of the certification process for the updated Investment Ready: Certified Site Program. For a detailed description of the Program’s rules and guidelines, please refer to the Certification Instructions and Requirements. This diagram may not be applicable to the process followed by Recipients transitioning into the updated Program.



Timelines

Unless otherwise defined herein, all capitalized terms in the table below shall have the meaning set out in the Certification Instructions and Requirements.

The Recipient has completed the following by the Certification Designation Date:

Required Documents for Designation as a Certified Site	
Land use planning	Official Plan and zoning by-law information
	Plan of subdivision (if applicable)
	Environmental Site Assessment (ESA)
	Archaeological Assessment
	Other assessments (if applicable). Please list:
Information about the Site	Property survey and legal description
	Parcel register
	Title search opinion or a certificate of title
	Property maps that depict the following elements: <ul style="list-style-type: none"> • Location and Site boundaries • Net developable area • Contextual map • Aerial photograph or video • Topographic • Transportation network and access to the Site
Site Servicing	Sanitary, water and wastewater service letter from the municipality
	Telecommunication service letter NorthernTel Limited Partnership
	Natural gas service letter Union Gas Limited
	Hydroelectricity service letter Hydro One Networks Inc.

SCHEDULE "B"

BUDGET

Unless otherwise defined herein, all capitalized terms below shall have the meaning set out in the Agreement, including the Certification Instructions and Requirements.

Budget Overview

Breakdown of Expenses	Estimated or Actual Costs (\$)	Estimated or Actual Program Reimbursement (\$)	Expected or Actual Costs to Recipient (\$)
Reimbursement received under the Previous Program Agreement	17,502.90	7,733.24	9,769.66
Completion of Transition Requirements			
Maintenance of Designation Requirements			
Marketing Initiatives			
Total			

Maintenance of Designation Requirements

Maintenance of Designation Requirements		Estimated Costs (\$)
Land use planning	Environmental Site Assessment (ESA)	
	Archaeological Assessment	
	Other Assessments (if applicable). Please list:	
Information about the	Property survey and legal description	
	Parcel register	

Certified Site	Title search opinion or a certificate of title	
	Property maps that depict the following elements: <ul style="list-style-type: none"> • Location and Certified Site boundaries • Net developable area • Contextual map • Aerial photograph or video • Topographic • Transportation network and access to the Certified Site 	
Certified Site Servicing	Sanitary, water and wastewater service letter from the municipality	
	Telecommunication service letter Company Name: <u>NorthernTel Limited Partnership</u>	\$0
	Natural gas service letter Company Name: <u>Union Gas Limited</u>	\$0
	Hydroelectricity service letter Company Name: <u>Hydro One Networks Inc.</u>	\$0
Estimated Total Costs To Maintain Designation Requirements:		

Marketing Initiatives

Marketing Initiatives		Estimated Costs (\$)
1.		
2.		
3.		
4.		
5.		
Estimated Total Costs for Marketing Initiatives:		

SCHEDULE “C”

REPORTS

REPORTING REQUIREMENTS

Name of Reports	Due Date	Format
Post-Designation Annual Report	Each anniversary of the Effective Date	Electronic submission of the Post-Designation Annual Report, substantially in the form set out in Schedule “H”
Post-Designation Check-in	Not Required	Please refer to the requirements in Schedule “I”, if required
Reimbursement Submission	See section 4.7 of the Agreement for the due date of the first Reimbursement Submission. For all subsequent Reimbursement Submissions, please provide at any time prior to the Expiry Date.	Electronic submission of Schedule “F”

REPORT DETAILS

All Reports shall be submitted electronically to: InvestmentReady@ontario.ca unless otherwise directed by the Province.

SCHEDULE “D”

ELIGIBLE COSTS

Unless otherwise defined herein, all capitalized terms below shall have the meaning set out in the Agreement, including the Certification Instructions and Requirements.

ELIGIBLE COSTS:

- Eligible Costs must be directly related to the Project and be actual cash outlays that are incurred and paid by the Recipient to third parties that are documented through paid invoices and proofs of payment acceptable to the Province and are not to exceed fair market value.
- The Province shall require evidence of costs incurred and paid for in accordance with the terms of the Agreement.

Eligible Costs include:

Unreimbursed Eligible Costs under the Previous Program Agreement

Eligible Costs under the Previous Program Agreement that have not been reimbursed by the Province.

Transition Requirements

Eligible Costs for the completion of the Transition Requirements are costs relating to provision of the documents by the Recipient to the Province in satisfaction of the Transition Requirements.

Designation Requirements and Maintenance

Eligible Costs for the maintenance of designation as a Certified Site (to enable the Site or the Certified Site as applicable to continue to meet the Program’s requirements) include assessments and documentation prepared by qualified professionals for the following services:

- Mapping (topographic map, environmental context map, Net Developable Area map).
- Aerial photograph or video of the Site or the Certified Site as applicable with parcel boundary clearly shown.
- Parcel register and accompanying property index map for each parcel.

- Plan of Survey
- Legal fees (including contract and fees associated with updating information required to maintain designation, for example, the title opinion or a certificate of title).
- Surveyor's real property report.
- Environmental Site Assessments (ESA).
- Archaeological Assessments.
- Production of copies of municipal documents and digital mapping (i.e. copies of draft Plan of Subdivision)
- Project management fees.
- Additional documentation, studies and/or assessments in cases where the Province determines further documentation or studies and/or assessments are necessary pursuant to this Agreement.

Marketing Initiatives

Reimbursement for Marketing Initiatives costs is intended to offset costs associated with developing Marketing Initiatives specific to the Certified Site and the Program, targeting potential investors and the real estate business community.

Eligible Costs for Marketing Initiatives include:

- Certified Site-specific advertising. Creative design for advertising must be coordinated with the Province and receive approval from the Province prior to placement.
- Certified Site-specific street-level signage.
- Photography, graphic images and renderings of the Certified Site such as drone photography, digital conceptual renderings, and concept plans.
- Development of promotional materials to promote the Certified Site such as brochures, videos, business cases, presentations and pop-up banners, including printing, pressing CDs or DVDs, USB keys and recording of videos.
- Translation into English, French or other languages of Marketing Initiatives materials (i.e. brochures) or website content promoting the Certified Site.
- Software, mobile application or website customization to incorporate references to the Certified Site including the Official Marks (excluding the cost of software licenses or off-the-shelf add-on modules).

- Costs associated with developing and providing Certified Site-related material to support visits to the Site or the Certified Site as applicable, request for information responses and follow ups after the visits to the Site or the Certified Site as applicable.
- Cost of advertisement placement in any media. Plans to purchase media of any kind must be coordinated with the Province and receive approval from the Province prior to placement.
- Creative services related to the development of the Marketing Initiatives described above.

INELIGIBLE COSTS

All costs that are not Eligible Costs are ineligible costs. The following are provided as examples for further clarification:

- Infrastructure or capital costs related to bringing the Site or the Certified Site as applicable up to eligibility and property standards, maintenance and property taxes.
- Capital costs: infrastructure development, capital expenditures to acquire or enhance assets, software licenses, electronics (including computers, fax, machines, drones, digital cameras), and demonstration aids. Capital costs include the direct costs of acquisition, construction, expansion, modification, conversion, transportation, installation and insurance (during construction) of fixed assets, as well as the cost of licensing and franchising fees.
- Costs paid to an Ontario Ministry, Ontario agency or Crown corporation.
- Travel costs and accommodations incurred by the Recipient or third party consultants as a result of the preparation of the Application Form, designation maintenance or Marketing Initiatives (international or domestic).
- Ongoing operational expenses including labour costs, office and overhead expenses (e.g. salaries, wages, including those of staff working on the Project).
- Costs not incurred in Ontario, except when the only supplier(s) of services are outside of Ontario with proof and prior written approval from the Province.
- Entertainment expenses, meals or alcoholic beverages.
- In-kind contributions.
- Costs, including taxes, for which the Recipient has received, will receive or is eligible to receive a rebate, credit or refund.

- Consultant fees are ineligible where there is an indication of an employer-employee relationship to be determined by the Province in its sole discretion.
- Miscellaneous: activities for which one or more persons expect to receive compensation in the form of a commission or finder's fee.
- Fees associated with municipal planning applications unless required and pre-approved in writing by the Province.
- Costs that have already been reimbursed by the Province to the Recipient under the Previous Program Agreement.

Ineligible Costs for Marketing Initiatives

In addition to the types of ineligible costs set out above, the following costs are also ineligible:

- Market research activities associated with general investment attraction, retention and expansion, strategic planning and general economic development.
- Collection or purchase of statistical data that do not directly support Marketing Initiatives of the Certified Site.
- Regular website maintenance and updating web content, website hosting, software licensing.
- Premiums and corporate gifts including events, shows and concert tickets, Recipient branded items, cups, mugs and pens.
- Postage, including postage for direct mail campaigns.
- Participation in trade shows or conferences, including registration fees for trade shows or conferences; booth design, purchase and assembly; shipping and design of general, non-Certified Site related promotional material specifically for a trade show; overhead costs such as pre-show mailing, stationery and long distance phone calls; research to target companies at a trade show; consultant costs for organizing outgoing missions (including training participants); consultant costs to develop business cases for follow up with potential investors after a trade show.
- Sponsorships.

STACKING OF FUNDS

Stacking of Provincial support will be considered on a case by case basis. Stacking of funding from complementary programs may be acceptable to the Province, in its sole discretion, for Eligible Costs that: (a) are ineligible costs in such complementary

programs; and (b) will not be reimbursed by the Province of Ontario under such programs.

SCHEDULE "E"

LEGAL DESCRIPTION OF THE SITE

Legal Description

Please see legal description in the Site's parcel register(s) attached in Appendix 1 to this Schedule "E".

Property Identification Number ("PIN")

Please see PIN(s) in the Site's parcel register(s) attached in Appendix 1 to this Schedule "E".

Known unregistered encumbrances, encroachments (easements):

None

APPENDIX 1

PARCEL REGISTER(S) FOR THE SITE

PIN 61335-0437 (LT)

Ontario ServiceOntario		LAND REGISTRY OFFICE #54		61335-0437 (LT)		PAGE 1 OF 1 PREPARED FOR TEMISKAMING SHORES ON 2018/02/26 AT 12:36:25	
<p>PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER</p> <p>* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *</p>							
<p>PROPERTY DESCRIPTION: PT S 1/2 LT 6, CON 1 DYMOND BEING PT 3, 54R5639 EXCEPT PT 1, 54R5839; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 15, 16, 17 54R5727 AS IN DT44916; CITY OF TEMISKAMING SHORES</p>							
<p>PROPERTY REMARKS: CROWN GRANT SEE TP219.</p>							
ESTATE/QUALIFIER:		RECENTLY:		PIN CREATION DATE:			
FEE SIMPLE ABSOLUTE		DIVISION FROM 61335-0408		2016/03/30			
OWNERS' NAMES		CAPACITY		SHARE			
THE CORPORATION OF THE CITY OF TEMISKAMING SHORES							
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD	
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **							
54R5639	2012/08/31	PLAN REFERENCE				C	
54R5727	2013/11/29	PLAN REFERENCE				C	
DT44916	2014/04/03	TRANSFER EASEMENT		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	HYDRO ONE NETWORKS INC.	C	
DT45036	2014/04/14	TRANSFER		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	C	

PIN 61335-0436 (LT)

Ontario ServiceOntario		LAND REGISTRY OFFICE #54		61335-0436 (LT)		PAGE 1 OF 1 PREPARED FOR TEMISKAMING SHORES ON 2018/02/26 AT 12:36:01	
<p>PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER</p> <p>* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *</p>							
<p>PROPERTY DESCRIPTION: PT S 1/2 LT 6, CON 1 DYMOND BEING PT 1, 54R5839; CITY OF TEMISKAMING SHORES</p>							
<p>PROPERTY REMARKS: CROWN GRANT SEE TP219.</p>							
ESTATE/QUALIFIER:		RECENTLY:		PIN CREATION DATE:			
FEE SIMPLE ABSOLUTE		DIVISION FROM 61335-0408		2016/03/30			
OWNERS' NAMES		CAPACITY		SHARE			
THE CORPORATION OF THE CITY OF TEMISKAMING SHORES							
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD	
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **							
54R5839	2015/04/07	PLAN REFERENCE				C	
DT53860	2016/03/03	TRANSFER		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	C	

PIN 61335-0430 (LT)

Ontario ServiceOntario		LAND REGISTRY OFFICE #54		61335-0430 (LT)		PAGE 1 OF 1 PREPARED FOR TEMISKAMING SHORES ON 2018/02/26 AT 12:35:33	
<p>PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER</p> <p>* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *</p>							
<p>PROPERTY DESCRIPTION: PT S 1/2 LT 6 CON 1 DYMOND PT 1 54R5776; TEMISKAMING SHORES; DISTRICT OF TEMISKAMING;</p>							
<p>PROPERTY REMARKS: CROWN GRANT SEE TP219.</p>							
ESTATE/QUALIFIER:		RECENTLY:		PIN CREATION DATE:			
FEE SIMPLE ABSOLUTE		DIVISION FROM 61335-0406		2014/08/08			
OWNERS' NAMES		CAPACITY		SHARE			
THE CORPORATION OF THE CITY OF TEMISKAMING SHORES							
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD	
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **							
54R5776	2014/07/16	PLAN REFERENCE	570			C	
DT46316	2014/07/23	TRANSFER		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	C	

PIN 61335-0414 (LT)

Ontario ServiceOntario		LAND REGISTRY OFFICE #54	61335-0414 (LT)	PAGE 1 OF 1 PREPARED FOR TEMISKAMING SHORES ON 2018/02/26 AT 12:34:52		
<p>PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER</p> <p>* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *</p>						
<p>PROPERTY DESCRIPTION: PT S 1/2 LT 6 CON 1 DYMOND PT 9 54R5639; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING; SUBJECT TO AN EASEMENT IN GROSS OVER PT 22 54R5727 AS IN DT44916</p>						
<p>PROPERTY REMARKS: CROWN GRANT SEE TP219.</p>						
ESTATE/QUALIFIER:		RECENTLY:		PIN CREATION DATE:		
FEE SIMPLE ABSOLUTE		DIVISION FROM 61335-0405		2014/04/14		
OWNERS' NAMES			CAPACITY SHARE			
THE CORPORATION OF THE CITY OF TEMISKAMING SHORES						
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
54R5639	2012/08/31	PLAN REFERENCE				C
54R5727	2013/11/29	PLAN REFERENCE				C
DT44916	2014/04/03	TRANSFER EASEMENT		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	HYDRO ONE NETWORKS INC.	C
DT45036	2014/04/14	TRANSFER		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	C


PIN 61335-0413 (LT)

Ontario ServiceOntario		LAND REGISTRY OFFICE #54	61335-0413 (LT)	PAGE 1 OF 1 PREPARED FOR JSandham ON 2018/02/26 AT 11:58:52		
<p>PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER</p> <p>* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *</p>						
<p>PROPERTY DESCRIPTION: PT S 1/2 LT 6 CON 1 DYMOND PT 8, 54R5639; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING; SUBJECT TO AN EASEMENT IN GROSS OVER PT 21 54R5727 AS IN DT44916</p>						
<p>PROPERTY REMARKS: CROWN GRANT SEE TP219.</p>						
ESTATE/QUALIFIER:		RECENTLY:		PIN CREATION DATE:		
FEE SIMPLE ABSOLUTE		DIVISION FROM 61335-0405		2014/04/14		
OWNERS' NAMES			CAPACITY SHARE			
THE CORPORATION OF THE CITY OF TEMISKAMING SHORES						
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
54R5639	2012/08/31	PLAN REFERENCE				C
54R5727	2013/11/29	PLAN REFERENCE				C
DT44916	2014/04/03	TRANSFER EASEMENT		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	HYDRO ONE NETWORKS INC.	C
DT45036	2014/04/14	TRANSFER		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	C


PIN 61335-0412 (LT)

Ontario ServiceOntario		LAND REGISTRY OFFICE #54	61335-0412 (LT)	PAGE 1 OF 1 PREPARED FOR JSandham ON 2018/02/26 AT 11:58:20		
<p>PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER</p> <p>* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *</p>						
<p>PROPERTY DESCRIPTION: PT S 1/2 LT 6 CON 1 DYMOND PT 7 54R5639; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING</p>						
<p>PROPERTY REMARKS: CROWN GRANT SEE TP219.</p>						
ESTATE/QUALIFIER:		RECENTLY:		PIN CREATION DATE:		
FEE SIMPLE ABSOLUTE		DIVISION FROM 61335-0405		2014/04/14		
OWNERS' NAMES			CAPACITY SHARE			
THE CORPORATION OF THE CITY OF TEMISKAMING SHORES						
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
54R5639	2012/08/31	PLAN REFERENCE				C
DT45036	2014/04/14	TRANSFER		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	C


PIN 61335-0411 (LT)

		LAND REGISTRY OFFICE #54	PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER 61335-0411 (LT)	PAGE 1 OF 1 PREPARED FOR JSandham ON 2018/02/26 AT 11:57:39		
* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *						
PROPERTY DESCRIPTION: PT S 1/2 LT 6 CON 1 DYMOND PT 6 54R5639; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 19, 20, 54R5727 AS IN DT44916						
PROPERTY REMARKS: CROWN GRANT SEE TP219.						
ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE		RECENTLY: DIVISION FROM 61335-0405	PIN CREATION DATE: 2014/04/14			
OWNERS' NAMES THE CORPORATION OF THE CITY OF TEMISKAMING SHORES		CAPACITY SHARE				
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
54R5639	2012/08/31	PLAN REFERENCE				C
54R5727	2013/11/29	PLAN REFERENCE				C
DT44916	2014/04/03	TRANSFER EASEMENT		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	HYDRO ONE NETWORKS INC.	C
DT45036	2014/04/14	TRANSFER		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	C


PIN 61335-0410 (LT)

		LAND REGISTRY OFFICE #54	PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER 61335-0410 (LT)	PAGE 1 OF 1 PREPARED FOR JSandham ON 2018/02/26 AT 11:56:28		
* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *						
PROPERTY DESCRIPTION: PT S 1/2 LT 6 CON 1 DYMOND PT 5 54R5639; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 19, 54R5727 AS IN DT44916						
PROPERTY REMARKS: CROWN GRANT SEE TP219.						
ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE		RECENTLY: DIVISION FROM 61335-0405	PIN CREATION DATE: 2014/04/14			
OWNERS' NAMES THE CORPORATION OF THE CITY OF TEMISKAMING SHORES		CAPACITY SHARE				
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
54R5639	2012/08/31	PLAN REFERENCE				C
54R5727	2013/11/29	PLAN REFERENCE				C
DT44916	2014/04/03	TRANSFER EASEMENT		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	HYDRO ONE NETWORKS INC.	C
DT45036	2014/04/14	TRANSFER		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	C

PIN 61335-0409 (LT)

		LAND REGISTRY OFFICE #54	PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER 61335-0409 (LT)	PAGE 1 OF 1 PREPARED FOR JSandham ON 2018/02/26 AT 11:55:57		
* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *						
PROPERTY DESCRIPTION: PT S 1/2 LT 6 CON 1 DYMOND PT 4 54R5639; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING						
PROPERTY REMARKS: CROWN GRANT SEE TP219.						
ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE		RECENTLY: DIVISION FROM 61335-0405	PIN CREATION DATE: 2014/04/14			
OWNERS' NAMES THE CORPORATION OF THE CITY OF TEMISKAMING SHORES		CAPACITY SHARE				
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
54R5639	2012/08/31	PLAN REFERENCE				C
DT45036	2014/04/14	TRANSFER		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	C

PIN 61335-0407 (LT)

		LAND REGISTRY OFFICE #54 61335-0407 (LT)		PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER PAGE 1 OF 1 PREPARED FOR Jsandham ON 2018/02/26 AT 11:54:53		
* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *						
PROPERTY DESCRIPTION: PT 5 1/2 LT 6 CON 1 BYMOND PT 2 54R5639; TEMISKAMING SHORES; DISTRICT OF TEMISKAMING						
PROPERTY REMARKS: CROWN GRANT SEE TP219.						
ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE		RECENTLY: DIVISION FROM 61335-0405		FILE CREATION DATE: 2014/04/14		
OWNERS' NAMES THE CORPORATION OF THE CITY OF TEMISKAMING SHORES		CAPACITY SHARE				
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
54R5639	2012/08/31	PLAN REFERENCE				C
DT45036	2014/04/14	TRANSFER		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	C

SCHEDULE "F"

REIMBURSEMENT SUBMISSION

TO: **Investment Ready: Certified Site Program**
Ontario Investment Office
Ministry of Economic Development, Job Creation and Trade

2 Queen Street East, 4th Floor
Toronto, Ontario M5C 3G7

RE: **Agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade (the "Province") and the Corporation of the City of Temiskaming Shores (the "Recipient") effective the 2nd day of May, 2018 (the "Agreement")**

Unless otherwise defined herein, all capitalized terms below shall have the meaning set out in the Agreement, including the Certification Instructions and Requirements.

1 Site or Certified Site Information

- Please attach a copy of Schedule "E" from the executed Agreement.

2 Key Dates

Agreement's Effective Date: May 2, 2018

Certification Designation Date: November 7, 2016

Project Completion Date: November 7, 2020

3 Program Status

This Reimbursement Submission applies to one or more of the following types of Eligible Costs:

- Completion of the Transition Requirements
- Maintenance of Designation Requirements and Minimum Eligibility Requirements
- Marketing Initiatives
- Eligible costs incurred under the Previous Program Agreement

4 Electronic Transfer Payment Registration

All disbursements made under the Agreement are by direct deposit payments, also known as electronic funds transfers (EFTs). Direct deposit payments provide quick service to recipients. The Recipient will receive email notifications for each direct deposit payment.

The Recipient shall register for EFTs by completing the tables below and attaching a scanned PDF copy of a void cheque/stamped bank letter.

If the Recipient is already receiving payments from the Government of Ontario please provide its assigned supplier number, which can be found in a previous cheque or EFT separate remittance advice details.

Please select the most appropriate statement from the following:

- Option 1: A supplier account has already been established for the Recipient.
Supplier Account Number: _____
- Option 2: It is not known if a supplier account has been established for the Recipient.
- Option 3: The Recipient has never received transfer payments from the Government of Ontario.

If option 2 or 3 was selected, please complete the following tables:

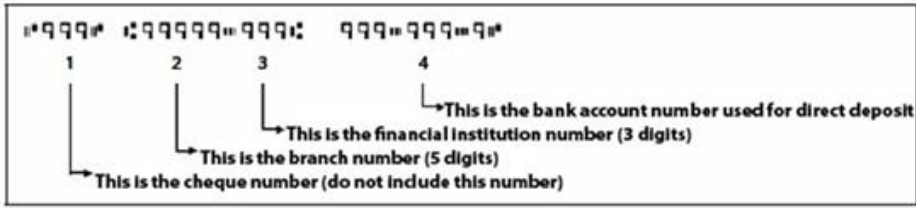
Recipient* Information	
Recipient's Legal Name:	
Trade Name, Division, Branch, Department (if applicable):	
9-Digit CRA Business Number (if applicable):	

Recipient Legal Entity Type (check one):	<input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership* <input type="checkbox"/> Trust <input type="checkbox"/> Other: _____
Address:	
City:	
Province:	
Postal Code:	
Contact Name:	
Contact's Email:	
Business Phone Number:	
Business Fax Number:	

* If the Recipient is a limited partnership, please also include the general partner's information

Financial Institution Information	
Name of Institution:	
Address:	
City:	
Province:	
Postal Code:	
Branch Number*:	
Bank Number*:	
Account Number*:	

* Please review the information below to locate the requested information:



1. The first three numbers at the bottom of the cheque are the cheque number (do not include these numbers)
2. The next five numbers are the branch number
3. The next three numbers are the financial institution number
4. The remaining numbers are the bank account number used for direct deposit

A scanned PDF copy of a void cheque/stamped bank letter is attached with this Reimbursement Submission.

5 Details of Expenses

For a complete description of Eligible Costs and reimbursement rules, refer to the Agreement.

Please ask all service providers to reference details of expenses on all invoices including a reference to the Site or the Certified Site as applicable (i.e. legal description or municipal address) for which the work is being completed.

Complete each table with the necessary detail for reimbursement. Municipalities should note that only the non-exempted portion of the HST should be included. Include all applicable invoices with the Reimbursement Submission.

1.0 Legal Expenses

#	Service Provider	Date (Month- Date- Year)	Subtotal of Service (\$0.00)	HST (\$0.00)	Total (\$0.00)
1.1					
1.2					
1.3					
1.4					
1.5					
Total Legal Expenses:					

Invoices are labelled accordingly and are attached.

2.0 Land Use Planning Expenses

#	Service Provider	Date (Month- Date- Year)	Subtotal of Service (\$0.00)	HST (\$0.00)	Total (\$0.00)
2.1					
2.1					
2.2					
2.3					
2.5					
2.6					
2.7					
2.8					
Total Land Use Planning Expenses:					

Invoices are labelled accordingly and are attached.

3.0 Technical Report Expenses

#	Service Provider	Date (Month- Date- Year)	Subtotal of Service (\$0.00)	HST (\$0.00)	Total (\$0.00)
3.1					
3.2					
3.3					
3.4					
3.5					
Subtotal for Environmental Site Assessment (ESA):					
3.6					
3.7					
3.8					
3.9					
3.10					

Subtotal for Archaeological Assessment:							
3.11							
3.12							
3.13							
3.14							
3.15							
Subtotal for Other Assessments:							
Total Technical Report Expenses:							

Invoices are labelled accordingly and are attached.

4.0 Marketing Initiatives Expenses

Note: The Province will reimburse the Recipient for 50% of Eligible Costs for Marketing Initiatives up to \$10,000 (which amount, for further clarification, is part of the Maximum Funds) that, notwithstanding the definition of Eligible Costs in the Agreement, have been incurred and paid from and including the Certification Designation Date to and including the earlier of (i) the Project Completion Date; and (ii) the date of termination of the Agreement.

#	Service Provider	Date (Month-Date-Year)	Subtotal of Service (\$0.00)	HST (\$0.00)	Total (\$0.00)
4.1					
4.2					
4.3					
4.4					
4.5					
Total Marketing Initiatives Expenses:					

Invoices are labelled accordingly and are attached.

5.0 Miscellaneous Expenses

#	Service Provider	Date (Month-Date-Year)	Subtotal of Service (\$0.00)	HST (\$0.00)	Total (\$0.00)

5.1							
5.2							
5.3							
5.4							
5.5							
Total Miscellaneous Expenses:							

Invoices are labelled accordingly and are attached.

6 Summary of Eligible Costs Table

Using the information from the itemized expense details listed in the tables above, complete the summarized table below to calculate the grand total for the Reimbursement Submission.

Expense Category		Category Totals (\$0.00)	Reimbursable Amount Totals (50%) (\$0.00)	Estimated Cost to Recipient (\$0.00)
<i>Formula:</i>		<i>A</i>	<i>B</i>	<i>A-B</i>
1.0	Legal			
2.0	Land Use Planning			
3.0	Technical Reports			
4.0	Marketing Initiatives			
5.0	Miscellaneous			
Grand Total:				

7 Summary of Available Funding

To calculate the remaining Funds available for the Certified Site identified in this Reimbursement Submission and to determine if the total reimbursements for Marketing Initiatives are within the \$10,000 allocation limit, please complete the calculations in the tables below.

Calculations to determine the total funding available for the Certified Site*			
Maximum Funds available to Recipient:		\$50,000*	00
Total reimbursements	a) currently requested:	\$	
	b) Reimbursement received under the Previous Program Agreement:	\$7,733.24	
	c) Reimbursement received to date under the Agreement:	\$	
Total Remaining Balance*:		\$	

Refer to Section 6 of this Schedule – Grand Total, Estimated Cost to Recipient

* This amount includes the amount already reimbursed under the Previous Program Agreement and the \$10,000 referred to in the chart below.

Calculations to determine total reimbursements for Marketing Initiatives			
Maximum allocation for Marketing Initiatives:		\$10,000	00
Total reimbursement for Marketing Initiatives for Certified Site	a) currently requested:	\$	
	b) received to-date:	\$	
Total Remaining Balance for Marketing Initiatives:		\$	

Refer to Section 6 of this Schedule, Item 4.0

8 Acknowledgement

I, _____, _____ of the Recipient, on
Name Title
behalf of the Recipient, hereby certify that:

1. The information provided in this Reimbursement Submission is complete and accurate.
2. The Recipient acknowledges that the Province has complete discretion over the approval of any Eligible Costs and the acceptance of this Reimbursement Submission.
3. The Recipient agrees to provide additional information and documents as may be required by the Province to evaluate this Reimbursement Submission.
4. The Recipient is in compliance with this Agreement.
5. There is no material change to the Budget.
6. The amount requested in this Reimbursement Submission will be used solely for Eligible Costs.
7. The amount requested in this Reimbursement Submission does not include costs for any Project component that have already been reimbursed by the Province to the Recipient under the Previous Program Agreement or any other funding agreement entered into between the Province and the Recipient.

Name:
Title:

Date

I have authority to bind the Recipient.

**SCHEDULE “G”
SITE CHANGE NOTIFICATION FORM**

TO: Investment Ready: Certified Site Program
Ministry of Economic Development, Job Creation and Trade

2 Queen Street East, 4th Floor
Toronto, Ontario M5C 3G7

RE: Agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade (the “Province”) and the Corporation of the City of Temiskaming Shores (the “Recipient”) effective the 2nd day of May, 2018 (the “Agreement”)

Unless otherwise defined herein, all capitalized terms below shall have the meaning set out in the Agreement.

1 Purpose

To provide notification to the Province in accordance with section 6.2 of the Agreement, please follow the instructions outlined in section 2 of this form. If there are any questions or concerns, please email: InvestmentReady@ontario.ca.

2 Instructions

- The Recipient shall provide the following information:
 - Contact information for the Recipient:
 - Name, Title: _____
 - Email address: _____
 - Phone Number: _____
 - Identification details of the Site or the Certified Site as applicable
identification details:
 - Address of the Site or the Certified Site as applicable:

- Or attach a copy of Schedule “E” of the Agreement
- Indicate the nature of the change (please check the appropriate box and provide details below):
 - Administrative (i.e. Recipient, agent, change of the Recipient’s municipal address).
 - Site-specific (i.e. disposition of any interest in the Site or the Certified Site as applicable, severance, extension of draft plan approval, change of the municipal address or legal description of the Site or the Certified Site as applicable)
 - Other
- Description of the change:
- Date when the change will be complete: _____
- Attach any documentation necessary to explain the change (i.e. new parcel register, new land survey)
- Program staff will advise of next steps. The Recipient may be required to update Designation Requirements or other Program documents or sign a Change Request Form or an amending agreement to maintain its status in the Program.

3 Acknowledgement

I, _____, _____ of the Recipient, on
Name Title
 behalf of the Recipient, hereby certify that the information provided in this Site Change Notification Form is complete and accurate. The Recipient further agrees to provide additional information and documents as may be required by the Province to evaluate this Site Change Notification Form.

 Name:
 Title:

 Date

I have authority to bind the Recipient.

4 Approval (to be completed by Program staff)

The Province hereby approves the requested changes set out in this Site Change Notification Form.

Name:

Date:

SCHEDULE "H"

POST-DESIGNATION ANNUAL REPORT

Unless otherwise defined herein, all capitalized terms below shall have the meaning set out in the Agreement.

Recipient Name:

Certification Designation Date:

Municipal address of the Certified Site or attach a copy of Schedule "E":

Reporting Period:

1. Does the Certified Site continue to satisfy the Program's Minimum Eligibility Requirements and Designation Requirements within the reporting period?

Yes

No

If not, please describe the actions taken to date to bring the Certified Site back into compliance:

2. Has any portion of the Certified Site been sold or leased within the reporting period to make the total available property size less than 10 acres?
 - Yes
 - No
3. Are you willing to sell or lease a portion of the Certified Site, should the opportunity arise?
 - Yes
 - No
4. Within this reporting period, did you use the Site Change Notification Form to notify the Province when the Site Information related to your Certified Site has changed?
 - Yes
 - No, it was not required.
 - No, I was not aware I had to inform the Province.
5. Within this reporting period, have you undertaken any Marketing Initiatives for the Certified Site?
 - Yes, in the planning stages.
 - Yes, marketing is completed.
 - No, but maybe in the future. (skip question 6)
 - No, there is no intention to do so. (skip question 6)
6. If "Yes" to Question 5, please list the type of Marketing Initiatives the Recipient plans or has completed for the Certified Site:
 - 1.
 - 2.
 - 3.
 - 4.
 - 5.

SCHEDULE "I"

POST-DESIGNATION CHECK-IN

Unless otherwise defined herein, all capitalized terms below shall have the meaning set out in the Agreement.

1 Purpose

The purpose of the Post-Designation Check-In is to verify the accuracy of the details of the Certified Site. The Post-Designation Check-In does not replace the Recipient's on-going responsibility to comply with the notification requirements in section 6.2 of the Agreement.

- For a complete listing of the Program's Minimum Eligibility Requirements and Designation Requirements, please refer to the Certification Instructions and Requirements.

2 Instructions

- The Recipient must confirm (i) whether the information provided in or in support of the Recipient's application to the Program is still accurate; (ii) that the Site or the Certified Site as applicable continues to meet the Minimum Eligibility Requirements; and (iii) that the Certified Site continues to meet the Designation Requirements.
- In the event that (i) the information provided in or in support of the Recipient's application to the Program remains unchanged; (ii) the Site or the Certified Site as applicable continues to meet the Minimum Eligibility Requirements; and (iii) the Certified Site continues to meet the Designation Requirements, an authorized signing officer of the Recipient is required to notify the Province by sending an email to InvestmentReady@ontario.ca.
- In the event of any event, change or circumstance described in section 6.2 of the Agreement, the Recipient must complete a Site Change Notification Form.
- The Province will notify the Recipient when the Post-Designation Check-In has been completed.

SCHEDULE “J”

CHANGE REQUEST FORM

TO: Investment Ready: Certified Site Program
Ministry of Economic Development, Job Creation and Trade

2 Queen Street East, 4th Floor
Toronto, Ontario M5C 3G7

RE: Agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade (the “Province”) and the Corporation of the City of Temiskaming Shores (the “Recipient”) effective the 2nd day of May, 2018 (the “Agreement”) and, if applicable, the License Agreement between the Province and the Recipient (referred to as the Licensee thereunder) effective the 2nd day of May, 2018 (the “License Agreement”)

Unless otherwise defined herein, all capitalized terms below shall have the meaning set out in the Agreement, including the Certification Instructions and Requirements.

Please complete all appropriate sections (to be completed by the Recipient).

1. Amendment to Municipal Address

The municipal address of the Site or the Certified Site as applicable set out in the section entitled “Municipal Address” in Schedule “E” of the Agreement is hereby deleted in its entirety and replaced with the following:

“Municipally known as:

2. Amendment to Legal Description

The legal description of the Site or the Certified Site as applicable as set out in the parcel register attached as Appendix 1 of Schedule “E” is hereby replaced with the legal description set out in the parcel register attached as Appendix 1 to this Change Request Form.

3. Amendment to Property Identification Number (“PIN”)

The PIN(s) of the Site or the Certified Site as applicable as set out in the parcel register attached as Appendix 1 of Schedule “E” is hereby replaced with the PIN(s) set out in the parcel register attached as Appendix 1 to this Change Request Form.

4. Amendment to Site Description

The site description set out in the section entitled “Site Description” in Schedule “E” of the Agreement is hereby deleted in its entirety and replaced with the following:

“

_____”

5. Amendment to section 6.5(a)(ii) of the Agreement and section 12.2(b) of the License Agreement

In section 6.5(a)(ii) of the Agreement and section 12.2(b) of the License Agreement, the reference(s) to “60 days” is hereby replaced with “_____ days”.

6. Amendment to section 6.6(a)(ii) of the Agreement and section 12.3(b) of the License Agreement

In section 6.6(a)(ii) of the Agreement and section 12.3(b) of the License Agreement, the reference(s) to “60 days” is hereby replaced with “_____ days”.

7. Reasons for requested amendment(s):

8. Acknowledgement

The Recipient hereby requests the aforementioned amendment(s) to the Agreement (and the License Agreement, if applicable) and certifies that the information provided to support the request is accurate. The Recipient further agrees to provide additional information and documents as may be required by the Province to evaluate this Change Request Form. The Agreement (and the License Agreement, if applicable) is accordingly amended upon execution of this form by the Recipient

and the Province. All other terms and conditions of the Agreement (and the License Agreement, if applicable) remain in full force and effect.

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

Name: _____ Date _____
Title:

Name: _____ Date _____
Title:

I/We have authority to bind the Recipient.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the
Minister of Economic Development, Job Creation and Trade**

Name: _____ Date _____
Title:

For the purposes of sections 5 and 6 above, the parties to the License Agreement agree that the License Agreement is accordingly amended upon execution of this form

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

Name: _____ Date _____
Title:

Name:
Title:

Date

I/We have authority to bind the Licensee.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the
Minister of Economic Development, Job Creation and Trade**

Name:
Title:

Date

SCHEDULE "K"

VISUAL DEPICTION OF THE SITE

The visual depiction of the Site provided below is not legally binding and is included for reference purposes only. For greater certainty, in the event of a conflict or inconsistency between the Site as described in Schedule "E" and the visual depiction of the Site provided below, the Site as described in Schedule "E" will prevail.



SCHEDULE “L”

ADDITIONAL DESIGNATION REQUIREMENTS

The Recipient must provide confirmation, satisfactory to the Province, of the following additional Designation Requirements:

Not applicable.

THIS LICENSE AGREEMENT for the use of *Investment Ready: Certified Site* Official Marks, made in duplicate and effective as of 2nd day of May, 2018.

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as
represented by the Minister of Economic Development, Job
Creation and Trade**

(the “Province”)

-AND-

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

(the “Licensee”)

WHEREAS the Program and the Official Marks are the property of the Crown in right of Ontario;

AND WHEREAS a Program Funding Agreement was entered into between the Province and the Licensee dated effective as of the date hereof in respect of the Certified Site;

AND WHEREAS the Province has created a series of Official Marks for the Program to promote to prospective investors and the public an inventory of industrial properties that meet the Program’s Minimum Eligibility Requirements and Designation Requirements and are designated as Certified Sites by the Province;

AND WHEREAS the Licensee has requested the permission to use the Official Marks as part of its Marketing Initiatives in relation to the Certified Site;

AND WHEREAS the Province agrees to permit the Licensee to use the Official Marks, subject to the terms and conditions of this License Agreement and the Program Funding Agreement;

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this License Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged by the Parties, the Province and the Licensee agree as follows:

1.0 INTERPRETATION AND DEFINITIONS

1.1 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 License Agreement; they are for reference only and will not affect the interpretation of the License Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

1.2 In this License Agreement the following terms have the meanings set forth below:

“**Business Day**” has the meaning set out in the Program Funding Agreement.

“**Certification Instructions and Requirements**” has the meaning set out in the Program Funding Agreement.

“**Certified Site**” has the meaning set out in the Program Funding Agreement.

“**Designation Requirements**” has the meaning set out in the Program Funding Agreement.

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

“**Eligible Costs**” has the meaning set out in the Program Funding Agreement.

“**Event of Default**” has the meaning set out under section 15.1 of this License Agreement.

“**Expiry Date**” means the earlier of: (i) **November 7, 2020** and (ii) when the Certified Site (or Site if applicable) is legally transferred or leased to another person in accordance with the terms and conditions of the Program Funding Agreement.

“**Funds**” has the meaning set out in the Program Funding Agreement.

“**Indemnified Parties**” has the meaning set out in section 9.1 of this License Agreement.

“**Intellectual Property**” has the meaning set out in the Program Funding Agreement.

“**License**” has the meaning set out under section 3.1 of this License Agreement.

“**License Agreement**” means this license agreement including any Schedules attached hereto, and any amendments made pursuant to Article 27.0 of this License Agreement.

“**Materials**” has the meaning set out under section 5.3 of this License Agreement.

“Marketing Initiatives” means, in any form or format, any advertising, promotional materials, signs, displays or communications of the Licensee intending to promote or advertise the Certified Site as more particularly described in section 4.3 of this License Agreement.

“Minimum Eligibility Requirements” has the meaning set out in the Program Funding Agreement.

“Notice” means any communication given or required to be given pursuant to the License Agreement or the Program Funding Agreement as applicable.

“Notice Period” means the period of time within which the Licensee is required to remedy an Event of Default pursuant to section 15.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section 15.4 of this License Agreement.

“Official Marks” means collectively the *Investment Ready: Certified Site* word marks and design marks of the Program in English and French as more particularly described in section 4.2 of this License Agreement and as may be amended from time to time by the Province pursuant to section 27.3 herein.

“Parties” means the Province and the Licensee.

“Party” means the Province or the Licensee.

“Program” means the *Investment Ready: Certified Site* program administered and delivered by the Province.

“Program Funding Agreement” means the Program funding agreement between the Province and the Licensee (defined therein as “Recipient”) dated effective as of the date hereof including thereunder any Schedules listed in section 30.1, the Certification Instructions and Requirements incorporated by reference, and any amendments made pursuant to Article 32.0 under that agreement.

“Project” has the meaning set out in the Program Funding Agreement.

“Re-Designation Date” has the meaning set out in the Program Funding Agreement.

“Releasees” has the meaning set out in section 9.2 of this License Agreement.

“Renewed Compliance with the Minimum Eligibility Requirements Date” has the meaning set out in the Program Funding Agreement.

“Site” has the meaning set out in the Program Funding Agreement.

“Site Change Notification Form” has the meaning set out in the Program Funding Agreement.

“**Site Information**” has the meaning set out in the Program Funding Agreement.

“**Suspension Date**” has the meaning set out in the Program Funding Agreement.

“**Term**” has the meaning set out under section 2.1 of this License Agreement.

“**Territory**” means the territory of Canada.

2.0 TERM

2.1 The term of the License Agreement will commence on the Effective Date and will expire on the Expiry Date, unless terminated earlier pursuant to Articles 12.2(b), 12.3(b), 13.0, 14.0, 15.0 and 16.0 (the “**Term**”).

3.0 GRANT OF LICENSE

3.1 Subject to the terms and conditions of this License Agreement and the Program Funding Agreement, the Province hereby grants to the Licensee and the Licensee accepts, in the Territory, a non-exclusive, revocable, non-transferable, non-assignable, non-sublicensable, license to use the Official Marks, solely for the purpose of the Licensee’s Marketing Initiatives of the Certified Site (the “**License**”).

3.2 The Official Marks of the Province that have been created for the Program and are subject to this License are the following:

- (a) Official Mark (design mark) in English
- (b) Official Mark (design mark) in French
- (c) Official Mark (word mark) “Investment Ready: Certified Site”
- (d) Official Mark (word mark) “Site certifié prêt à l’investissement”

3.3 This License is non-exclusive and the Province reserves the right to grant a license at any time to any person with respect to the Official Marks.

4.0 CONDITIONS OF LICENSE

4.1 The Official Marks are the key visual identifiers of the Program and any modifications to the Official Marks are specifically prohibited.

4.2 Subject to section 27.3, the form and specifications of each of the Official Marks are set out in the attached Schedule “A”, including but not limited to language, colour, size and acknowledgement requirements, which form and specifications the Licensee shall comply with as a condition of this License.

4.3 The Licensee shall comply with the Marketing Initiatives requirements set out in the attached Schedule “B” as a condition of this License.

5.0 PROTECTION OF INTEREST

5.1 The Licensee agrees that all Intellectual Property of the Province and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded (including images and data) including any visual identifiers of the Program provided by the Province to the Licensee shall remain the sole property of Her Majesty the Queen in right of Ontario.

5.2 Except as provided for in this License Agreement, the Province does not and shall not be deemed to have granted to the Licensee any consent, license or other right under any Intellectual Property of the Province.

5.3 To the extent that any Intellectual Property of the Licensee or any third party and every other right, title or interest in and to any concepts, techniques, ideas, information and materials, however recorded, including images and data of the Licensee or any third party (collectively “**Materials**”) has been provided in whole or in part by the Licensee to the Province, the Licensee grants to the Province a perpetual, world-wide, non-exclusive, irrevocable, transferrable, royalty-free, fully paid up right and license: (a) to use, modify, reproduce, display and distribute, in any form, those Materials; and (b) to authorize other persons including agents, contractors or sub-contractors, to do any of the former on behalf of the Province. The Licensee irrevocably waives in favour of the Province all rights of integrity and other moral rights in the Materials of the Licensee, for all time.

5.4 The Licensee represents and warrants that the provision of the Materials shall not infringe or induce the infringement of any third party Intellectual Property rights. The Licensee further represents and warrants that it has obtained assurances with respect to any Intellectual Property of the Licensee or any third party that any rights of integrity or any other moral rights associated therewith have been waived.

5.5 The Licensee shall not, without the prior written consent of the Province, seek to register as a trademark anywhere in the world, or request that the Registrar of Trade-marks give public notice of the Licensee’s adoption and use as an official mark in the Territory, any marks that are the same as or similar to, in the opinion of Ontario, acting reasonably, the Official Marks, nor shall the Licensee, without the prior written consent of the Province, acquire or use domain names that are the same as or similar to, in the opinion of Ontario, acting reasonably, the Official Marks, which consent may be withheld by the Province at its sole and absolute discretion. The Licensee agrees that it shall not seek to invalidate the Official Marks, nor do or cause to be done any act or thing, directly or indirectly, that may in any way impair or challenge the Official Marks.

- 5.6 The Licensee expressly disclaims any rights at common law that may exist pursuant to its adoption and use, prior to the Effective Date of this License Agreement, of any unregistered marks, trade names or other business signs, in any way arising out of or in connection with the Program and any of its visual identifiers including but not limited to the Official Marks.
- 5.7 The Licensee shall not at any time represent, either directly or indirectly, in any Marketing Initiatives or other communications in any form or format, whether verbal, written, electronic, online, print, digital or otherwise, with third parties or the public in general, that any property including the Site if applicable in whole or in part, other than the Certified Site, has received designation as a Certified Site, nor shall the Licensee use the Official Marks pursuant to the License Agreement in relation to any property including the Site if applicable in whole or in part, other than the Certified Site.
- 5.8 The Licensee warrants that it will use the Official Marks solely for the purpose of the Licensee's Marketing Initiatives of the Certified Site in accordance with the terms and conditions of this License Agreement.
- 5.9 The Licensee shall report to the Province: (a) any unauthorized use of the Official Marks; (b) any application to register any trademarks that are the same as or similar to, in the opinion of Ontario, acting reasonably, the Official Marks; ; (c) any request to the Registrar of Trade-marks to give public notice of adoption and use of any official marks that are the same as or similar to, in the opinion of Ontario, acting reasonably, the Official Marks; (d) any potential resemblance or imitation of, or challenge to, the Official Marks; and (e) any acquisition or use of domain names that are the same as or similar to, in the opinion of Ontario, acting reasonably, the Official Marks, immediately upon becoming aware of same.
- 5.10 The Province, in its sole discretion, shall determine whether or not action shall be taken on account of any unauthorized use, trademark registration, or request for public notice as an official mark, of any marks that are the same as or similar to, in the opinion of Ontario, acting reasonably, the Official Marks, any potential resemblance or imitation of, or challenge to, the Official Marks, or any acquisition or use of domain names that are the same as or similar to, in the opinion of Ontario, acting reasonably, the Official Marks, and the Province's determination shall be final.
- 6.0 REPORTS, RECORD MAINTENANCE, INSPECTION, ACCOUNTING AND REVIEW**
- 6.1 Upon request by the Province, the Licensee shall submit to the Province at the address referred to in section 17.1, any reports as may be requested in accordance with the timeline and content requirements specified by the Province.

- 6.2 Upon request by the Province, the Licensee shall supply to the Province or its authorized representative, in digital or hard copy format, any samples, drafts or final versions of:
- (a) any Marketing Initiatives that have been or will be used, or may be considered for use by the Licensee to promote or advertise the Certified Site;
 - (b) any other materials or communications in any form or format that have been or will be used, or may be considered for use by the Licensee, whether verbal, written, electronic, online, print, digital or otherwise, with third parties or the public in general that relate to the Site if applicable or any other property in whole or in part; and
 - (c) such other materials, information or documents as the Province may request for the purpose of carrying out or administering this License Agreement and the Program Funding Agreement.
- 6.3 The Licensee shall keep and maintain proper records related to this License Agreement, including records for each use of any of the Official Marks, and the records shall at reasonable times be open to audit and inspection by the Province who may make copies for audit purposes only.
- 6.4 The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon seventy-two hours' Notice to the Licensee and during normal business hours, visit and inspect any of the following locations: the Certified Site or Site if applicable; the Licensee's premises; or any other premises or place of business under the Licensee's direct or indirect control where any Marketing Initiatives, including use of the Official Marks in respect of the Certified Site or any other materials referred to in section 6.2(b), are being used, reproduced, displayed, or communicated, and enter upon any such location in order to examine and inspect the manner in which the License is being carried out, the quality or performance characteristics of the Official Marks, any Marketing Initiatives in respect of the Certified Site, or any other materials referred to in section 6.2(b), and all other quality control purposes. The Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:
- (a) inspect and copy the records and documents referred to in section 6.3;
 - (b) remove any copies made pursuant to section 6.4(a); and
 - (c) conduct an audit or investigation of the Licensee in respect of the License, any Marketing Initiatives, or any other materials referred to in section 6.2(b).

The Licensee agrees that the Province, any authorized representative or any independent auditor identified by the Province, when making visits or inspections

of one or more locations set out above under this section 6.4, may take photographs or videos, including photographs or videos by drone.

- 6.5 To assist in respect of the rights provided for in section 6.4, the Licensee will disclose any information requested by the Province, any authorized representative, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.
- 6.6 No provision of the License Agreement will be construed so as to give the Province any control whatsoever over the Licensee's records.
- 6.7 For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to the *Auditor General Act* (Ontario).

7.0 DIRECTIONS FROM THE PROVINCE

- 7.1 The Province reserves the right to provide written directions to the Licensee at any time throughout the Term regarding one or more of the following: (a) the Official Marks, subject to and in accordance with section 27.3; (b) the License; and (c) any representations by the Licensee about a property's designation as a Certified Site, which directions the Licensee shall comply with in a prompt manner and provide Notice to the Province of such compliance thereof without undue delay.

8.0 NO RESPONSIBILITY

- 8.1 Consent or approval to use the Official Marks does not in any way imply any endorsement or responsibility by the Province with respect to the Certified Site, the Site if applicable or any other property, and any Marketing Initiatives or any other materials referred to in section 6.2(b).

9.0 INDEMNIFICATION AND RELEASE

- 9.1 The Licensee hereby agrees to indemnify and hold harmless Her Majesty the Queen in right of Ontario, Her Ministers, agents, appointees and employees ("**Indemnified Parties**") from and against any and all liability, loss, costs, fees, 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 (a) the Licensee's use of the Official Marks licensed hereunder, (b) the Program, (c) any sale, transfer, lease or other transaction relating to the Certified Site or the Site as applicable, (d) any communications in any form including the Marketing Initiatives related to the Certified Site, (e) the use of the Site Information, (f) the License Agreement, (g) the Program Funding Agreement,

or (h) any acts or omissions of the Licensee, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

9.2 The Licensee:

- (a) on behalf of itself, its successors and assigns, releases and forever discharges Her Majesty the Queen in right of Ontario, Her Ministers, agents, appointees and employees (“**Releasees**”) from any and all actions, causes of action, claims and demands for damages, indemnity, costs, interest and loss or injury of every nature and kind howsoever arising which the Licensee now has, may have had or may hereafter have arising from or in any way related to (i) the Licensee’s use of the Official Marks licensed hereunder, (ii) the Program, (iii) any sale, transfer, lease or other transaction relating to the Certified Site or Site as applicable, (iv) any communications in any form including the Marketing Initiatives related to the Certified Site, (v) the use of the Site Information, (vi) the License Agreement, (vii) the Program Funding Agreement, or (viii) any acts or omissions of the Licensee;
- (b) agrees not to make any claim or take any proceeding in connection with any of the claims released against any other person or corporation who might claim contribution or indemnity from the Releasees by virtue of the claim or proceeding; and
- (c) understands and agrees that any consideration paid by the Releasees in connection with this release is deemed to be no admission whatever of liability or responsibility on the part of the Releasees and that any such liability or responsibility is denied.

10.0 DISCLAIMER AND LIMITATION OF LIABILITY

10.1 The Province represents that it is the owner of the Official Marks, and that it has the right to grant this License. Except for this express warranty, the Province makes no representations or warranties of any kind concerning the Official Marks, either express or implied, arising by law or otherwise, including but not limited to the accuracy or completeness of the Official Marks or its fitness for any particular purpose.

10.2 The Province shall have no liability for the Certified Site, the Site if applicable or any other property, and any Marketing Initiatives or any other materials referred to in section 6.2(b), nor does the Province assume any liability to the Licensee or any third parties with respect to the quality or performance characteristics of same, and in no event will the Province be liable to the Licensee for damages, including loss of profits or other incidental or consequential damages, arising out of the use of the Official Marks, delays by the Province in providing any approvals or consent related to this License Agreement or the Program Funding Agreement, or the failure or refusal of the Province to provide any such approval or consent.

10.3 The Licensee further acknowledges that the Province shall not be liable to the Licensee in respect of infringement of any copyright or trademark owned by a third party, or for damages or costs involved in any proceedings based on any such infringement.

11.0 INSURANCE

11.1 The Licensee represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the 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 will include the following:

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

11.2 The Licensee will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section 11.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section 11.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

12.0 SUSPENSION

12.1 Subject to sections 12.2 and 12.3, the granting and exercise of the License is conditional upon the Certified Site having met and continuing to meet the Minimum Eligibility Requirements and the Designation Requirements at all times throughout the Term of this License Agreement.

12.2 Failure to Continue to Meet Minimum Eligibility Requirements

In the event that the Certified Site has failed to continue to meet the Minimum Eligibility Requirements, and the Licensee receives Notice from the Province, pursuant to the Program Funding Agreement, confirming the Suspension Date – Minimum Eligibility Requirements, the Licensee shall immediately cease using all Official Marks in its Marketing Initiatives and the License Agreement shall be effectively suspended until the earlier of:

- (a) the Licensee receives Notice from the Province that the Certified Site is back in compliance with the Minimum Eligibility Requirements and is re-designated as a Certified Site, in which case, the Licensee may recommence using the Official Marks in its Marketing Initiatives, subject to compliance with the terms and conditions of this License Agreement, which shall continue in full force and effect during the remainder of the Term (defined under the Program Funding Agreement as the “Renewed Compliance with the Minimum Eligibility Requirements Date”); and
- (b) the passing of 60 days following the date set out in the Site Change Notification Form under the Program Funding Agreement notifying the Province of such failure to continue to meet the Minimum Eligibility Requirements, whereupon this License Agreement shall terminate on the 60th day.

12.3 Failure to Continue to Meet Designation Requirements

In the event that the Certified Site has failed to continue to meet the Designation Requirements, and the Licensee receives Notice from the Province, pursuant to the Program Funding Agreement, confirming the Suspension Date – Designation Requirements, the Licensee shall immediately cease using all Official Marks in its Marketing Initiatives and the License Agreement shall be effectively suspended until the earlier of:

- (a) the Licensee receives Notice from the Province that the Site has been re-designated as a Certified Site, in which case, the Licensee may recommence using the Official Marks in its Marketing Initiatives, subject to compliance with the terms and conditions of this License Agreement, which shall continue in full force and effect during the remainder of the Term (defined under the Program Funding Agreement as the “Re-Designation Date”); and
- (b) the passing of 60 days following the date set out in the Site Change Notification Form under the Program Funding Agreement notifying the Province of such failure to continue to meet the Designation Requirements, whereupon this License Agreement shall terminate on the 60th day.

13.0 TERMINATION ON NOTICE

13.1 The Province may terminate this License Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Licensee whereupon the Licensee shall cease to use the Official Marks in all existing or pending Marketing Initiatives as well as destroy all copies of the Official Marks in its possession or under its control on or before termination takes effect.

14.0 TERMINATION WHERE NO APPROPRIATION

14.1 If the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Program Funding Agreement, the Province may terminate the License Agreement immediately without liability, penalty, or costs by giving Notice to the Licensee whereupon the Licensee shall immediately cease to use the Official Marks in all existing or pending Marketing Initiatives as well as destroy all copies of the Official Marks in its possession or under its control on or before termination takes effect.

15.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

15.1 Each of the following events shall constitute an Event of Default:

- (a) in the opinion of the Province, the Licensee breaches any representation, warranty, covenant or other material term or condition of this License Agreement or the Program Funding Agreement;
- (b) the Licensee makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Licensee bankrupt, or applies for the appointment of a receiver;
- (c) the Licensee ceases to operate;
- (d) if any representation, warranty or other information, including in any application material, provided by the Licensee to the Province in connection with this License Agreement or the Program Funding Agreement is or becomes materially untrue in any respect;
- (e) if the Licensee has submitted false or misleading information to the Province in connection with this License Agreement or the Program Funding Agreement;
- (f) if, other than in accordance with Article 12.0, the Licensee fails to have met or continue to meet the Minimum Eligibility Requirements and the Designation Requirements at any time during the Term of this License

Agreement;

- (g) if the Licensee makes any representations regarding the Certified Site or the Site if applicable that in any way contravenes the terms and conditions of this License Agreement or the Program Funding Agreement;
- (h) if the Licensee uses, reproduces, displays or communicates any Official Marks, any Marketing Initiatives, or any other materials referred to under section 6.2(a) that in any way contravenes the terms and conditions of this License Agreement;
- (i) if the Licensee modifies or creates any derivative works from any Official Marks; and
- (j) the Licensee is in default under the Program Funding Agreement.

15.2 If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Licensee with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand from the Licensee the payment of any Funds remaining in the possession or under the control of the Licensee;
- (g) demand from the Licensee the payment of an amount equal to any Funds the Licensee used, but in the sole opinion of the Province did not use in accordance with the Program Funding Agreement;
- (h) demand from the Licensee the payment of an amount equal to any Funds the Province provided to the Licensee;
- (i) terminate the License Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Licensee;
- (j) cancel and revoke the designation as a Certified Site or the License or both;

- (k) demand that the Licensee immediately cease to use the Official Marks in any Marketing Initiatives;
- (l) demand that the Licensee immediately remove all Official Marks from existing or pending Marketing Initiatives; and
- (m) demand that the Licensee immediately destroy all copies of the Official Marks in its possession or under its control.

15.3 If, in accordance with section 15.2(b), the Province provides the Licensee with an opportunity to remedy the Event of Default, the Province will provide Notice to the Licensee of:

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

15.4 If the Province has provided the Licensee with an opportunity to remedy the Event of Default pursuant to section 15.2(b), and:

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

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 15.2(a), (c), (d), (e), (f), (g), (h), (i), (j), (k), (l) and (m).

15.5 Termination under this Article will take effect as provided for in the Notice.

16.0 EXPIRATION AND TERMINATION

16.1 On the expiration or termination of this License Agreement, as the case may be, all authority of the Licensee pursuant to this License Agreement is immediately revoked and the Licensee shall immediately, by end of Term:

- (a) cease to use the Official Marks in any Marketing Initiatives;
- (b) remove all Official Marks from existing or pending Marketing Initiatives; and
- (c) destroy all copies of the Official Marks in its possession or under its control.

17.0 NOTICE

17.1 Notice will be in writing and will be delivered by email, postage-prepaid mail, or personal delivery and will be addressed to the Province and the Licensee respectively as set out below, or as either Party later designates to the other by Notice:

TO THE PROVINCE:

Ministry of Economic
Development, Job Creation
and Trade
2 Queen Street East, 4th Floor
Toronto, Ontario M5G 3G7

Attention: Investment Ready:
Certified Site Program
Telephone: 1-855-585-0475
E-mail:
InvestmentReady@ontario.ca
Website:
www.InvestInOntario.com

TO THE LICENSEE:

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

Attention: James Franks
Title: Economic Development Officer
Telephone: (705) 672-3363 ext.4137
E-mail: jfranks@temiskamingshores.ca
Website: www.temiskamingshores.ca

17.2 Notice shall be deemed to have been given (a) in the case of postage-prepaid mail, five (5) Business Days after the Notice is mailed; or (b) in the case of email or personal delivery, one (1) Business Day after the Notice is delivered.

17.3 Despite section 17.2, in the event of a postal disruption: (a) Notice by postage-prepaid mail will not be deemed to be given; and (b) the Party giving Notice will provide Notice by email or personal delivery.

18.0 SEVERABILITY OF PROVISIONS

18.1 The invalidity or unenforceability of any provision of the License Agreement will not affect the validity or enforceability of any other provision of the License Agreement. Any invalid or unenforceable provision will be deemed to be severed.

19.0 WAIVER

19.1 Either Party may, in accordance with the Notice provision set out in Article 17.0, ask the other Party to waive an obligation under the License Agreement.

19.2 Any waiver a Party grants in response to a request made pursuant to section 19.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

20.0 INDEPENDENT PARTIES

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

21.0 ASSIGNMENT OF LICENSE AGREEMENT

21.1 The Licensee will not, without the prior written consent of the Province, assign any of its rights or obligations under the License Agreement.

21.2 All rights and obligations contained in the License Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

22.0 GOVERNING LAW

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

23.0 FURTHER ASSURANCES

23.1 The Licensee will provide such further assurances as the Province may request from time to time with respect to any matter to which the License Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the License Agreement to their full extent.

24.0 JOINT AND SEVERAL LIABILITY

24.1 Where the Licensee is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Licensee under the License Agreement.

25.0 RIGHTS AND REMEDIES CUMULATIVE

25.1 The rights and remedies of the Province under the License Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

26.0 EQUITABLE RELIEF

26.1 The Licensee acknowledges that any breach by the Licensee of the provisions of the License Agreement will cause irreparable damage to the Province and that a remedy at law will be inadequate. Therefore, in addition to any and all other legal or equitable remedies, the Province will be entitled to injunctive relief for any breach of this License Agreement.

27.0 AMENDMENTS

- 27.1 Subject to sections 27.2 and 27.3, the License Agreement may only be amended by a written agreement duly executed by the Parties.
- 27.2 The period of time referred to in section 12.2(b) or section 12.3(b) may be amended using the process set out under section 32.1(a) of the Program Funding Agreement.
- 27.3 The Licensee acknowledges that the Province may, in any way, amend, modify, cancel or replace one or more Official Marks set out under Schedule "A" including any guidelines thereto, or the promotion thereof, at any time during the Term by providing written direction to the Licensee pursuant to Article 7.0, and such direction shall attach to Schedule "A" upon receipt of same by the Licensee and form part of this License Agreement.

28.0 SURVIVAL

- 28.1 The following Articles and sections, and all applicable cross-referenced sections and Schedules, will continue in full force and effect for a period of seven years from the Expiry Date or termination of the License Agreement: Article 1.0 and any other applicable definitions, Article 5.0, sections 6.1 and 6.2 (to the extent that the Licensee has not provided reports or supplied materials respectively as may have been requested to the satisfaction of the Province), sections 6.3, 6.4, 6.5, 6.6, and 6.7, Article 8.0, Article 9.0, Article 10.0, sections 15.1, 15.2(d), (e), (f), (g), (h), (k), (l) and (m), Article 16.0, Article 17.0, Article 18.0, Article 19.0, Article 21.2, Article 22.0, Article 24.0, Article 25.0, Article 26.0, Article 28.0, Article 30.0 and Article 31.0.

29.0 FIPPA

- 29.1 The Licensee acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the License Agreement may be subject to disclosure in accordance with that Act.

30.0 COUNTERPARTS

- 30.1 The License Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

31.0 ENTIRE AGREEMENT

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

IN WITNESS WHEREOF the Parties have executed this License Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Minister of
Economic Development, Job Creation and Trade**

Date

Name: Carla Tsambourlianos

Title: (A) Director of Foreign Direct Investment
Services Branch

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

Date

Name:

Title:

Date

Name:

Title:

I/We have authority to bind the Licensee.

SCHEDULE "A"

Official Marks

1. OFFICIAL MARKS

The four (4) Official Marks of the Province are as follows:

- a) Official Mark (design mark) File No. 924958 in colour, and black and white in English



- b) Official Mark (design mark) File No. 924960 in colour, and black and white in French



- c) Official Mark (word mark) File No. 924957 in English

Investment Ready: Certified Site

- d) Official Mark (word mark) File No. 924959 in French

Site certifié prêt à l'investissement

2. GENERAL – OFFICIAL MARKS

The Official Marks have specified colours, form, proportions and characteristics and shall not be altered in any way by the Licensee. The Licensee shall only use the Official Marks provided by the Province in the form and format supplied. The Licensee shall not modify any of the Official Marks or create any derivative works thereof.

Further details regarding available formats of the Official Marks (design marks) to be supplied by the Province is set out under section 9 below of this Schedule.

For every iteration, copy, reproduction of any Marketing Initiative in relation to the Certified Site:

- (a) if the Licensee chooses to incorporate the use of the Official Mark (design mark) at least once in a given Marketing Initiative, the Licensee shall comply with terms and conditions of this License Agreement including but not limited to the language and colour guidelines set out under sections 3 and 4 of this Schedule, and, in addition, for all Marketing Initiatives that include the use of such Official Mark (design mark), the Licensee shall also:
 - (i) include the use of the Official Mark (word mark), in accordance with the language guidelines in section 3 of this Schedule for the accompanying text, content, or description of such Marketing Initiative for consistency throughout and in accordance with the acceptable uses of the Official Marks (word marks) set out under section 8 of this Schedule; and
 - (ii) include the mandatory acknowledgement in the Marketing Initiative in the form and format required under section 10 of this Schedule.
- (b) if the Licensee chooses to only incorporate the Official Mark (word mark) in a Marketing Initiative, the Licensee shall comply with the terms and conditions of this License Agreement including but not limited to the language guidelines and acceptable uses of the Official Mark (word mark) set out under sections 3 and 8 of this Schedule.

The Licensee is prohibited from using the Official Marks in relation to any property in whole or in part that is not a Certified Site.

The Licensee shall comply with all directions, requirements and guidelines pursuant to this License Agreement including Schedule “A” and Schedule “B” in respect of the Official Marks and the Marketing Initiatives respectively.

3. LANGUAGE GUIDELINES

The Official Marks are available for use by the Licensee in either English or French to reflect the predominant language used in any given Marketing Initiative. When a Marketing Initiative is produced in a language other than French or English, the Official

Marks in English must be used. These language guidelines also apply to the mandatory acknowledgement set out under section 10 of this Schedule.

The Licensee's use of the Official Mark (word mark) in any Marketing Initiative shall comply with the following instructions regarding capitalization:

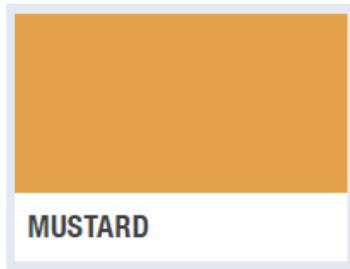
English	French	Description
Investment Ready: Certified Site	Site certifié prêt à l'investissement	<ul style="list-style-type: none"> • Singular use, when referencing one designated Certified Site • English: capitalize each word • French: capitalize the first word only
Investment Ready: Certified Sites	Sites certifiés prêts à l'investissement	<ul style="list-style-type: none"> • Plural use, when referencing multiple designated Certified Sites • English: capitalize each word • French: capitalize the first word only
Investment Ready: Certified Site Program	Programme des sites certifiés prêts à l'investissement	<ul style="list-style-type: none"> • Formal name of the Program • English: capitalize each word • French: capitalize the first word only and pluralize the terms

4. COLOUR GUIDELINES

The Official Mark (design mark) in English or French may be used in any Marketing Initiatives in colour, provided that the colours are set in the specific colours identified below and the Official Mark (design mark) is prominently displayed and featured on a white background.

Image 1

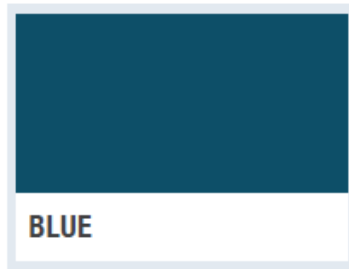




MUSTARD

CMYK: **RGB**
 C 8 R 228
 M 40 G 160
 Y 80 B 76
 K 1

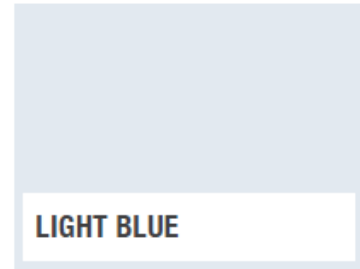
PANTONE:
 7411C



BLUE

CMYK: **RGB**
 C 93 R 0
 M 55 G 78
 Y 34 B 104
 K 33

PANTONE:
 7477C



LIGHT BLUE

CMYK: **RGB**
 C 10 R 225
 M 5 G 231
 Y 3 B 236
 K 0

PANTONE:
 656C

Image 2

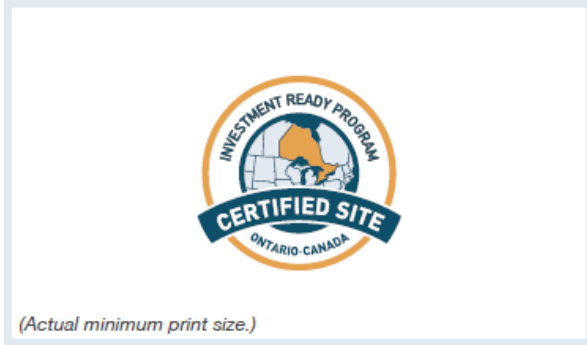
In the event that any Marketing Initiatives is intended as a black and white copy, the Official Mark (design mark) in English or French may be used in grayscale as set out below, provided, however, that the Official Mark (design mark) in grayscale is prominently displayed and featured on a white background.



5. SIZE AND SPACE GUIDELINES

There is no maximum size for the Official Marks (design marks), however, the minimum reproducible size is specified in Image 3 below to maintain legibility and a consistent aspect ratio.

Image 3



Minimum Size - Print

For print applications, a minimum print resolution of 300 dpi should be used and a minimum total width of 1.2 inches.

Minimum Size - Web

For web applications, the resolution should be kept at 72 dpi and a minimum total width of 115 pixels.

Image 4

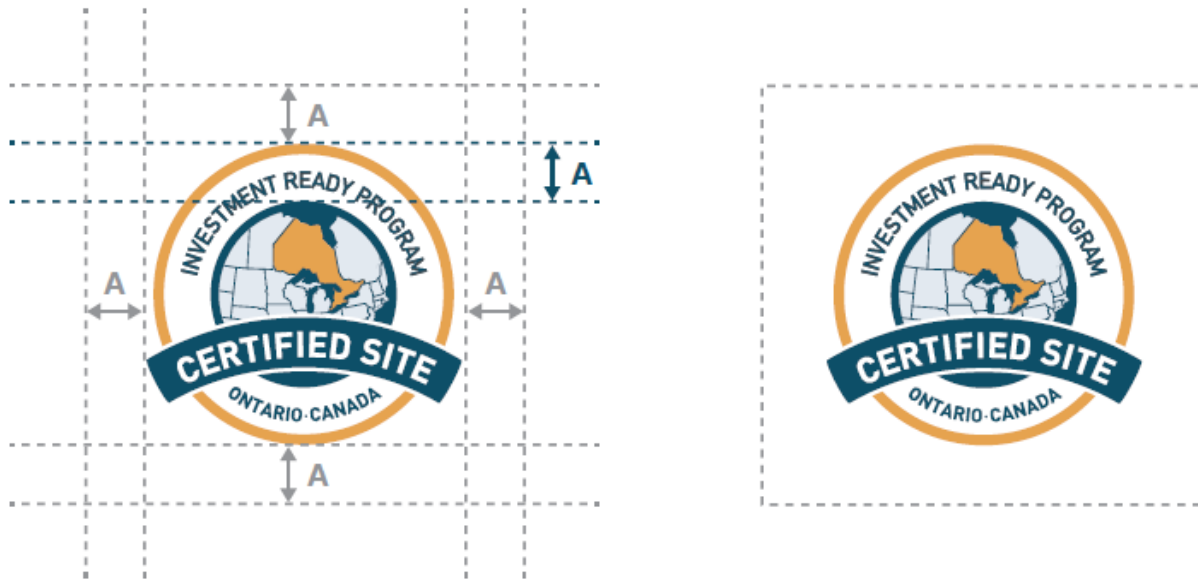
When re-sizing an Official Mark (design mark), the aspect ratio must always be maintained. The Licensee shall not distort the Official Mark (design mark) by reducing the resolution or condensing or expanding the scale in such a way that it appears blurred or stretched. Examples of incorrect re-sizing (blurring and stretching, respectively) are set out as follows:



6. PROTECTED AREA GUIDELINES

The Official Marks (design marks) have a specified clearance area, or buffer zone, which protects it and gives it presence when used in combination with other visual identity or graphical elements. The ideal minimum clear space for the Official Marks (design marks) is based on the “A”, defined as the space between the outer edge of the mustard ring to the outer edge of the blue ring, as specified in Image 5 below.

Image 5



7. INCORRECT USES

Further to Image 4 above regarding incorrect re-sizing, the Official Marks (design marks) shall not be altered in any way. The following (Images 6 – 8), are examples of incorrect use of the Official Marks (design marks).

Image 6

Background features must not interfere or compete with the Official Marks' (design marks) colour or diminish its presence or legibility.

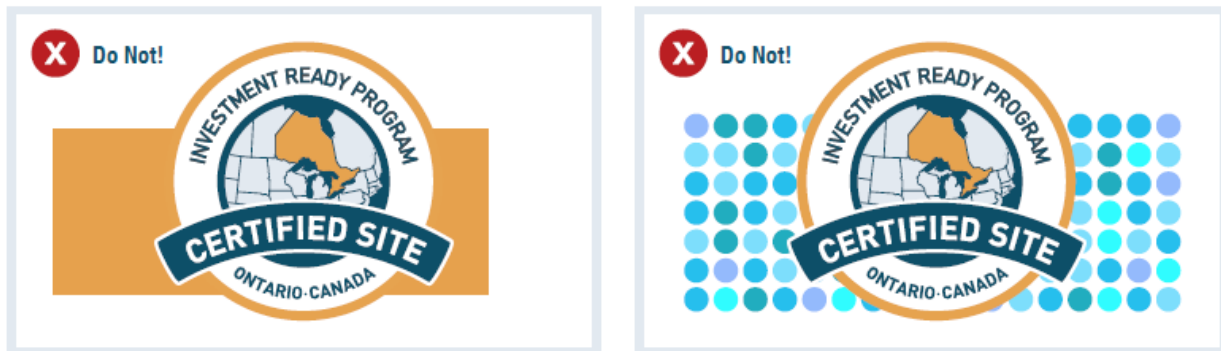


Image 7

The alignment or position of the Official Marks (design marks) must not be altered. The Official Marks (design marks) must not be placed at an angle.



Image 8

The Official Marks (design marks) must never be associated with commercial logos, incorporated into logos or associated with a tag line. Separation between the Official Marks (design marks) and other logos must be maintained. The Official Marks (design marks) must appear equal in size or larger than other logos.



8. ACCEPTABLE USES OF THE MARKS (WORD MARKS)

There are several ways the Licensee may reference the Official Marks (word marks) in association with the Certified Site in a Marketing Initiative, however, all uses of the Official Marks (word marks) by the Licensee shall comply with the examples set out in the chart below:

Sample of Acceptable Statements in English	Sample of Acceptable Statements in French
123 property is an Ontario Investment Ready: Certified Site.	La propriété 123 est un site certifié du

	Programme ontarien des sites certifiés prêts à l'investissement.
123 property is an Investment Ready: Certified Site.	La propriété 123 est un Site certifié prêt à l'investissement.
123 property has been designated under Ontario's Investment Ready: Certified Site Program.	La propriété 123 a été désignée au titre du Programme ontarien des sites certifiés prêts à l'investissement.
123 property has been designated under the Investment Ready: Certified Site Program.	La propriété 123 a été désignée au titre du Programme des sites certifiés prêts à l'investissement.
123 property is designated as an Investment Ready: Certified Site.	La propriété 123 est désignée Site certifié prêt à l'investissement.
123 property is designated as an Ontario Investment Ready: Certified Site.	La propriété 123 est désignée site certifié aux termes du Programme ontarien des sites certifiés prêts à l'investissement.

9. AVAILABLE FORMATS

The Official Marks (design marks) have been specifically designed to accommodate various applications for marketing and communication products. The Province will issue the Official Marks (design marks) to the Licensee in the following formats:

- Encapsulated PostScript Format (EPS)
 - High quality printing use (graphic artists, printer)
 - Not suitable for Microsoft Office platform of products such as Word or PowerPoint
- Tagged Image File Format (TIFF)
 - High quality printing use (EPS, first preference)
 - Ideally suited to the Microsoft Office platform of products such as Word or PowerPoint
- Graphics Interchange Format (GIF)
 - Suited for web applications
 - For MS Office use in Microsoft Word and PowerPoint
 - Not recommended for professional printing purposes
- Joint Photographic Experts Group Format (JPEG)
 - Most common format for storing and transmitting images on the web
 - Image output is very good
- Portable Graphics Network Format (PNG)
 - Suited for web applications and image editing
 - Ideal for transparent use in Microsoft PowerPoint
 - Not recommended for professional printing purposes

10. ACKNOWLEDGMENT OF THE INVESTMENT READY: CERTIFIED SITE PROGRAM

The Licensee shall include two (2) mandatory statements, both of which are set out below, in the applicable language (in accordance with section 3 of this Schedule), for each Marketing Initiative that includes the use of the Official Mark (design mark).

Acknowledgement Statement No. 1:

English:

“A designation as an Investment Ready: Certified Site is subject to the requirements and limitations of the Investment Ready: Certified Site Program.

www.investinontario.com/CertifiedSite”

French:

“La désignation Site certifié prêt à l’investissement est assujettie aux exigences et aux restrictions du Programme des sites certifiés prêts à l’investissement.

www.investinontario.com/fr/sitescertifies”

The placement of Acknowledgement Statement No. 1 must:

- be located on the same page as the Official Mark (design mark), or the first use of such Official Mark (design mark) if more than one usage in a given Marketing Initiative;
- be positioned as close as possible to the Official Mark (design mark);
- ensure the phrase is clear and legible;
- be no smaller than 8 point font; and
- be positioned above or separated from “Acknowledgment Statement No. 2”

Acknowledgment Statement No. 2:

English:

“*An official mark of the Province of Ontario used under license.”

French:

“*Marque officielle de la province de l’Ontario, utilisée en vertu d’une licence.”

The placement of Acknowledgement Statement No. 2 must:

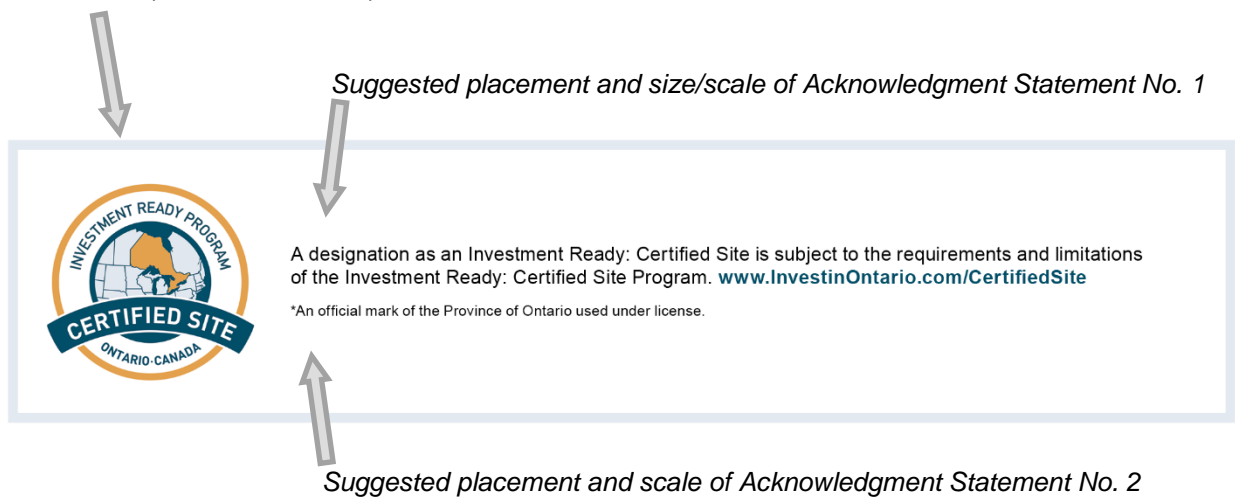
- be located on the same page as the Official Mark (design mark), or the first use of such Official Mark (design mark) if more than one usage in a given Marketing Initiative;

- be located as close as possible to the Official Mark (design mark);
- be 25% smaller than Acknowledgment Statement No. 1 or no smaller than 6 point font

Image 9

A layout sample of the two (2) mandatory acknowledgment statements for each Marketing Initiative that includes use of the Official Mark (design mark):

Use of the Official Mark (design mark) in a Marketing Initiative (or first use of Official Mark (design mark) if more than one)



SCHEDULE “B”

MARKETING INITIATIVES

For every iteration, copy, or reproduction of any Marketing Initiative in relation to the Certified Site:

- (a) if the Licensee chooses to incorporate the use of the Official Mark (design mark) at least once in a given Marketing Initiative, the Licensee shall comply with terms and conditions of this License Agreement including but not limited to the language and colour guidelines set out under sections 3 and 4 of Schedule “A”, and, in addition, for all Marketing Initiatives that include the use of such Official Mark (design mark), the Licensee shall also:
 - (i) include the use of the Official Mark (word mark), in accordance with the language guidelines in section 3 of Schedule “A” for the accompanying text, content, or description of such Marketing Initiative for consistency throughout and in accordance with the acceptable uses of the Official Marks (word marks) set out under section 8 of Schedule “A”; and
 - (ii) include the mandatory acknowledgement in the Marketing Initiative in the form and format required under section 10 of Schedule “A”.
- (b) if the Licensee chooses to only incorporate the Official Mark (word mark) in a Marketing Initiative, the Licensee shall comply with the terms and conditions of this License Agreement including but not limited to the language guidelines and acceptable uses of the Official Mark (word mark) set out under sections 3 and 8 of Schedule “A”.

The Licensee is prohibited from using the Official Marks in relation to any property in whole or in part that is not a Certified Site. The Licensee shall comply with all directions, requirements and guidelines pursuant to this License Agreement including Schedule “A” and Schedule “B” in respect of the Official Marks and the Marketing Initiatives respectively.

The Licensee may wish to consider one or more of the following Marketing Initiatives to promote its Certified Site:

- Advertising including real estate sell sheets, brochures, flyers and newsletters
- Digital promotion, including websites, email marketing and social media
- Signage
- Video profiles

For any digital promotion of the Marketing Initiatives that include the Official Marks, the Licensee shall hyperlink at least one of the Official Marks (word marks) or the Official Marks (design marks) to the Province’s Investment Ready: Certified Site Program website in either English or French as applicable. The Licensee shall comply with the

language guidelines under section 3 of Schedule “A” when selecting to hyperlink to the English or French website in such digital Marketing Initiatives. The following hyperlinks may be amended from time to time by the Province in the Certification Instructions and Requirements under the Program Funding Agreement:

Hyperlink for English website: www.InvestInOntario.com/CertifiedSite

Hyperlink for French website: www.InvestinOntario.com/SiteCertifie

The Licensee is responsible for ensuring that all hyperlinks in such digital Marketing Initiatives are up to date and current at all times in accordance with the Certification Instructions and Requirements, incorporated by reference under the Program Funding Agreement, and publicly available at the below noted webpage on the Ontario.ca website.

The Licensee shall never use any of the Official Marks in any Marketing Initiatives by the Licensee in a manner that:

- suggests that the Government of Ontario endorses a particular organization, company, product, property or building;
- promotes a Site if applicable or any other property in whole or in part that has not received designation as a Certified Site, or such designation as a Certified Site has been suspended, terminated or expired;
- disparages any government body;
- implies that the designated property is suitable for a particular development purpose and that no further approvals, permits, consultations (including with aboriginal communities) or investigations are required prior to development;
- suggests that the Government of Ontario is guaranteeing the quality, accuracy, completeness or timeliness of any information related to the Certified Site;
- suggests that the Government of Ontario is providing any representations or warranties in relation to the Certified Site; and
- implies that prospective purchasers or lessors do not need to conduct their own usual due diligence before purchasing or leasing a given Certified Site.

For a complete listing of Eligible Costs for any Marketing Initiatives pursuant to the Program Funding Agreement, the Licensee shall consult with the Investment Ready: Certified Site Program Certification Instructions and Requirements Guide at www.Ontario.ca/CertifiedSite.

Subject: CJTT Lifestyles & Earlton Farm Show

Report No.: CGP-002-2019

Agenda Date: January 8, 2019

Attachments

Appendix 01: CJTT Lifestyles 2019 Radio Package

Appendix 02: CJTT Contract Details

Recommendation

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-002-2019;
2. That Council directs staff to register to exhibit at the Earlton Farm Show, April 12 & 13, 2019 to provide information on programs and activities that support agriculture in our area and supports the provision of a draw prize and support for the school bus program to enable area schools to be able to attend the event; and
3. That Council directs staff to register to exhibit at the CJTT Lifestyles event, April 26 & 27, 2019 to provide information on City programs and activities as well as selling fire permits and animal tags at \$10 off the regular rate and \$5 off Senior rate, and agrees to offer a draw prize for a six (6) month gym membership to the Waterfront Pool & Fitness Centre and promotional items.

Background

The City has participated at both the Earlton Farm Show and the CJTT Lifestyles show for the past seven years. Both events have been very well received by the public and have generated both increased fire permits sales and general good will as well as visibility for business retention and expansion.

Analysis

The Earlton Farm Show is a great opportunity for staff to meet with members of the agricultural sector all in one place at one time. Since agriculture is such a significant part of our economy, it is valuable that we are present to show our support for the industry. The event takes place on Friday, April 12th and Saturday, April 13th. The cost to participate is \$250 and one staff person can manage the booth for the two days with support visits from members of Council who may wish to drop in and visit the show. We also sponsor the school bus program which pays for buses for students to visit the show to learn about agriculture in our region.

CJTT Lifestyles is another great opportunity to build good will in the community and provide useful information to residents in an informal setting. The event has been very successful in the past at increasing the number of annual fire permits and animal tags sold in the community as they are easily accessible.

As an attraction to the booth, we have offered a draw for a six (6) month gym membership at the Waterfront Pool & Fitness Centre. This has not only attracted more people to the booth, but also garnered us more air time on the local radio station when interviewed about the prize. It is recommended that we continue to offer the gym membership prize draw as it does provide staff a chance to speak to attendees and encourage them to purchase either an animal tag or fire permit.

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

Both of these projects are included within the 2019 Economic Development Programs budget. The Earleton Farm Show has a cost of \$250 and Lifestyles has a cost of approximately \$600. The in-kind cost of the promotional items are approximately \$250 and the gym membership is a lost revenue source of approximately \$280.

The cost of the sponsorship of the school bus program for the Farm Show is \$1,000 which is included in the Ec. Dev. Programs budget.

The Farm Show will be staffed by the Economic Development Officer only and Lifestyles will be staffed by the Economic Development Officer and the Fire Chief, with other staff participating as available.

Alternatives

Council may choose not to offer some or all of the incentives proposed in this report.

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



01ihw/dv#534<#

DGG#RQ#UDGIR#SDFN DJH#

The more you market your goods and services
+ the more initiative you put into growing your business
= THE BETTER THE OUTCOME FOR REACHING YOUR 2019 GOALS!

Lifestyles 2018 is designed to help you do all this and more!

BUY THIS -- LIFESTYLES 2019 BOOTH SPACE

15 feet wide = \$435

Need more space? Pay \$90 per 5 feet. We can size to your specs – however, all booths are 8 feet deep.

Price includes:

Booth rental, curtain rental, electricity, internet, and radio advertising the week of Lifestyles 2019.

PLUS – BUY ONE OF THESE APRIL ADVERTISING PACKAGES

These are your commercials (featuring your business) to schedule during the month of April 2016

15 x 30-second commercials
(\$35.40 each) for \$531

You save 40% - \$212.40

**Your cost is
\$318.60**

30 x 30-second commercials
(\$35.40 each) for \$1062

You save 40% - \$414.80

**Your cost is
\$647.20**

45 x 30-second commercials
(\$35.40 each) for \$1593

You save 40% - \$637.20

**Your cost is
\$955.80**

OPTIONAL -- MARCH AND/OR MAY ADVERTISING PACKAGE

See special deals described in April Advertising Package (ABOVE).

You can add March and/or May to your campaign and double or triple your savings!

PLEASE NOTE: THESE PACKAGES MUST BE SCHEDULED DURING THE BILLING MONTH

104.5 CJTT FM Radio has booked the New Liskeard Horne Granite Centre for April 26-27, 2019 to provide you with a venue to meet new customers, introduce new products, and launch a new season!

Book your booth in January or February with an April Add-On Package described below and you'll get to choose a preferred location early. **Exhibitors buying booth space only must wait until March 1st.**

Exceptional bonus! – these add-on radio packages reward your early booking by providing you with 40% savings on advertising! It's that simple – the more you buy now, the more you save! These packages must also be prepaid with your booth payment at the time of booking.

Please note that all bookings are first come, first served.

Call 647-7334 to strategize your location and package savings.



Lifestyles 2019

2019 Event Dates and Hours:

Friday, April 26th Noon to 8 p.m. and Saturday, April 27th 10 a.m. to 4 p.m.

Retail Sales:

We encourage exhibitors to sell merchandise on the floor and offer specials during the show.

Booth Size:

All booths are 8 feet deep. The smallest booth offered will be 8 x 10 feet.

Event Admission:

Free. No donation required. An adult must accompany children under 12.

Raffles:

The sale of raffle tickets will not be permitted at the event.

Internet Access:

Internet access will be provided, however please note that it is ONE DEVICE per vendor.

Security:

Security will be provided Thursday night and Friday Night. No security is provided Saturday night. All displays and merchandise must be removed Saturday night after the show has closed to the public. See important note below on teardown timeline.

Set-Up:

Set up begins at 8 a.m. Thursday, April 25th. A chart with set-up times will be sent to you in early April. Your booth MUST be ready for the public BEFORE 11 a.m. Friday, April 26th. Exhibitors should not be in other exhibitors' booths while they are unmanned during set-up hours.

Manned Booth Hours:

Exhibitors are required to have their booth manned at all times during the hours the doors are open to the public (Friday Noon to 8 p.m. and Saturday 10 a.m. to 4 p.m.). NO EXCEPTIONS.

Teardown:

DO NOT dismantle your booth until Saturday at 4:15 p.m. Tearing down a few minutes early creates a noisy domino effect – and scares away last minute customers – please visit with your fellow exhibitors until we officially close the show by removing the garage door coverings.

Event Regulations:

All exhibitors are required to sign a "Policies & Regulations/Exhibitor Information" form (see last page of this contract) at the time the booth is being reserved.

Electrical:

All special electrical requirements including extension cords are the sole responsibility of the exhibitor.

Tables/Chairs/PA/Music:

Exhibitors must provide their own table(s) and chair(s) for their booth. The use of microphones, sound systems is at the discretion of the exhibitor HOWEVER each neighbouring exhibitor must give approval.

Fire Extinguisher/Insurance:

Exhibitors must carry public liability and property damage insurance. *You must provide CJTT with proof (certificate of insurance) by April 1, 2019.* You are also responsible for having a fire extinguisher in your booth for the event. NO EXCEPTION. CJTT FM reserves the right to deny exhibitors from bringing dangerous materials into the venue.

Radio Promotion for each exhibitor:

In addition to your booth space and generic advertising promoting Lifestyles 2019, 104.5 CJTT FM provides each exhibitor with a FREE radio campaign to promote your booth and products. *In many cases this gift is worth more than the price of your booth!* Your pre-promotional commercials will air April 22-26 on GOLD Reach Plan – 40% in the morning show (6-10A).

We require your commercial information no later than March 31st.

Booth Costs:

Your Cost	Booth Size	Price Includes (no extra charge)
\$355	10 feet	<ul style="list-style-type: none"> • 10 x 15 seconds pre-promotional commercials (value \$212) • Curtain backdrops and side panels bordering your booth • Access to electricity and internet (electrical extensions not included)
\$445	15 feet	<ul style="list-style-type: none"> • 15 x 15 seconds pre-promotional commercials (value \$318) • Curtain backdrops and side panels bordering your booth • Access to electricity and internet (electrical extensions not included)
\$535	20 feet	<ul style="list-style-type: none"> • 20 x 15 seconds pre-promotional commercials (value \$424) • Curtain backdrops and side panels bordering your booth • Access to electricity and internet (electrical extensions not included)
\$625	25 feet	<ul style="list-style-type: none"> • 25 x 15 seconds pre-promotional commercials (value \$502.50) • Curtain backdrops and side panels bordering your booth • Access to electricity and internet (electrical extensions not included)
\$715	30 feet	<ul style="list-style-type: none"> • 20 x 30 seconds pre-promotional commercials (value \$708) • Curtain backdrops and side panels bordering your booth • Access to electricity and internet (electrical extensions not included)
\$805	35 feet	<ul style="list-style-type: none"> • 25 x 30 seconds pre-promotional commercials (value \$838.75) • Curtain backdrops and side panels bordering your booth • Access to electricity and internet (electrical extensions not included)
\$895	40 feet	<ul style="list-style-type: none"> • 30 x 30 seconds pre-promotional commercials (value \$1,006.50) • Curtain backdrops and side panels bordering your booth • Access to electricity and internet (electrical extensions not included)
\$985	45 feet	<ul style="list-style-type: none"> • 35 x 30 seconds pre-promotional commercials (value \$1,174.25) • Curtain backdrops and side panels bordering your booth • Access to electricity and internet (electrical extensions not included)
\$1075	50 feet	<ul style="list-style-type: none"> • 40 x 30 seconds pre-promotional commercials (value \$1,268) • Curtain backdrops and side panels bordering your booth • Access to electricity and internet (electrical extensions not included)

Booth Payment:

CJTT FM requires HALF at the time of booking, and the other HALF as a cheque or credit card authorization post-dated for April 1, 2019 (also due at the time of booking). *Payments will not be refunded if the client cancels.*

Parking:

During Lifestyles, exhibitors LEAVE the parking spaces near the Curling Club open to the public. Please park your vehicles in the lot at the mouth of the Wabi River and Lake Temiskaming during the event.

2020 bookings:

2019 exhibitors will have first chance to secure booths for 2020; offer expires January 16th, 2020.



Lifestyles 2019

Property Damage Waiver:

- 104.5 CJTT FM (the leaser) will not assume any responsibility for the safety of exhibits against robbery, fire, all liability, or for any cause whatsoever. In all cases, exhibitors must insure their own goods. The security staff provided by the leaser will be in attendance for general protection of building and property, particularly in periods when exhibits are closed and unattended, however, this in no way implies individual protection of exhibit contents, products, etc.
- In case the premises are destroyed by fire or the elements, or by any other cause, or in any other circumstance, including strikes, shall make it impossible for the leaser to permit any exhibitor(s) to occupy the premises, the exhibitor will not be reimbursed for direct or indirect event costs. The Leaser agrees to provide the exhibitor with an equivalent advertising package provided in the original event proposal to the exhibitor by 104.5 CJTT FM.
- The Leaser is released from any and all claims for damage which might arise in consequence thereof in the event that, for any reason, monies received from an exhibitor(s) shall not be released for claims or damages related to paragraph 1 (one).
- The exhibitor will hold the Leaser harmless for any damage, expense, or liability arising from any injury or damage to the exhibitor or attendees occurring in the lease space, the approaches and the entrances thereto by virtue of the exhibitor’s occupancy there under or anything connected with the said occupancy.
- The undersigned agrees to all rules, conditions, and waivers.
- Each exhibitor must provide a fire extinguisher and set in their booth.

Date: _____

Name: _____

Signature: _____

Business: _____

Lifestyles 2019

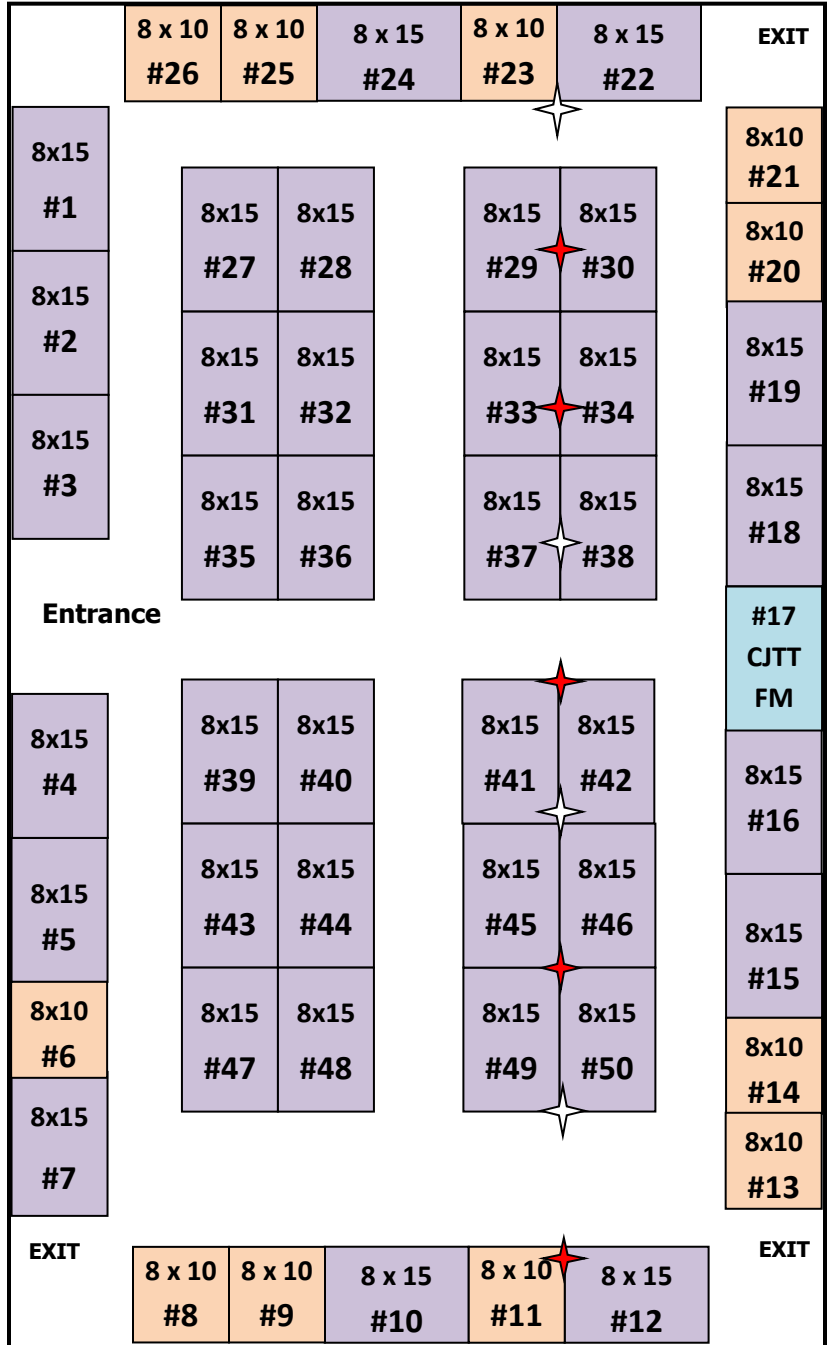
Denotes metal Post with electrical outlet
 Denotes metal Post WITHOUT electrical outlet
Please note: the position of the posts are approximate

Clients with high electrical needs must book a booth along the outside walls

Booths are to be sold as designed; clients may buy more than one booth to make booth size larger

Corner booths are used as emergency exits and therefore must be open to allow for visibility of the doors.

Book your booth
Call 647-7334 today!



What:
Lifestyles 2019 – a two day SALES event selling the newest products and services

When:
Friday, April 26th (Noon to 8 p.m.) and Saturday, April 27th (10 a.m. to 4 p.m.)

Where:
The centrally-located – New Liskeard Horne Granite Curling Club

How:

- 1) 2018 vendors get first chance to buy booth space **WITH** the Lifestyles add-on radio package
- 2) **NEW** vendors can buy booth space **WITH** the Lifestyles add-on radio package after January 17th
- 3) Vendors wanting booth space only can book as of March 1st (if any available)

South end

We can size to your specs – however, all booths are 8 feet deep.

Price includes:

Booth rental, curtain rental, electricity, internet, and radio advertising the week of and during Lifestyles 2018.

Memo

To: Mayor and Council
From: David B. Treen, Municipal Clerk
Date: January 8, 2019
Subject: Appointments to Committees and Boards of Council
Attachments: Appendix 01 – Applications
Appendix 02 – Appointing By-law

Mayor and Council:

Staff advertised for submission of applications from the public for appointment to various Committees and Boards of Council. At the December 18, 2018 Regular Council meeting the applications were considered by Council and direction given to staff to seek further submissions for those Committees or Boards that were deficient with respect to the number of members.

Appendix 01 – Applications provides a final list of recommended appointees to the various Committees.

It is recommended that Council direct staff to prepare the necessary by-law (**Appendix 02**) for the appointment of members to various Boards and Committees.

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

David B. Treen
Municipal Clerk

Shelly Zubyck
Director of Corporate Services

Christopher W. Oslund
City Manager

Applications for Committee and Boards of Council
2019-2022 Term of Council

Accessibility Advisory Committee

T o R: 2009-077 (OC)

George DePencier
Nicki Duke

Janice Labonte
Walter Humeniuk

Josette Cote
Debbie Despres

Age Friendly Committee

T o R: 2015-240

Irene Chitaroni
Judy Lee
Mike Fila

Jan Edwards
Karli Hawken

Jessy Genier
Lorna Desmarias

Bicycle Friendly Committee

T o R: 2016-105

Linda St Cyr

Chuck Durrant

Amanda Mongeon

Committee of Adjustment

Planning Act

D Dawson
Voula Zafiris

Florent Heroux

Suzanne Othmer

Emergency Management Program Committee

T o R: 2011-158

Monique Chartrand
John McCarthy
Victor Legault

Derrick Buffam
Maria McLean
Brad Hearn (IT Administrator)

Emily Disley
Thomas McLean

New Liskeard Business Improvement Area – Board of Management

Municipal Act

Michele Lamoureux
Angela Hunter

Andy Ringuette
Penny Durrant

Sean Mackey

Police Services Board

Police Service Act

Monique Chartrand

Public Library Board

Brenda Morrissette
Brigid Wilkinson
Jessica Cooper

Donald Bisson
Claire Hendrikx

Anna Turner
Jamie Lindsay

Recreation Services Committee

T o R: 2014-066

Dan Lavigne
Chuck Durrant

Richard Beauchamp

Simone Holzamer

**The Corporation of the City of Temiskaming Shores
By-law No. 2019-000**

**Being a by-law to appoint community representatives
to various Committees and Boards for the
2019-2022 Term of Council**

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 application during the Closed Session of the December 20, 2018 Regular Council meeting as well as Memo No. 001-2019-CS at the January 8, 2019 Regular Council meeting and directed staff to prepare the necessary by-law for the appointment of community representatives to various Committees and Boards for 2019-2022 term of Council.

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

1. That the community representatives listed on Schedule "A", hereto attached and forming part of this by-law, are hereby appointed to the corresponding Committees and Boards listed on the said schedule for the 2019-2022 term of Council;

Read a first, second and third time and finally passed this 8th day of January, 2019.

Mayor – Carman Kidd

Clerk David B. Treen



Schedule "A" to

By-law No. 2019-000

Boards and Committees of Council

Community Appointments

The following tables illustrate those members of the community that have been appointed to the various Boards and Committees of Council.

Accessibility Advisory Committee T of R: 2009-077 OC

Appointed Members	Amending By-laws
Josette Cote George dePencier Janice Labonte Nicki Duke Walter Humeniuk Debbid Despres	
Council Appointees (By-law No. 2019-001): Carman Kidd, Mike McArthur	

Age Friendly Committee T of R: 2015-240 OC

Appointed Members	Amending By-laws
Danielle Covello Lorna Desmarias Irene Chitaroni Mike Fila Jan Edwards Judy Lee Kari Hawken	
Council Appointees (By-law No. 2019-001): Patricia Hewitt	

Bicycle Friendly Committee

Appointed Members	Amending By-laws
Linda St. Cyr Amanda Mongeon Susan Hall Chuck Durrant	
Council Appointees (By-law No. 2019-001): Carman Kidd, Jesse Foley	

Committee of Adjustment

Appointed Members	Amending By-laws
Florent Héroux Suzanne Othmer Voula Zafiris Dan Dawson	
Council Appointees (By-law No. 2019-001): Carman Kidd	

Community Emergency Management Program Committee T of R: 2011-158 OC

Appointed Members	Amending By-laws
Monique Chartrand Derrick Buffam Emily Disley Thomas McLean Maria McLean John McCarthy Brad Hearn (IT Administrator)	
Council Appointees (By-law No. 2019-001): Carman Kidd	

New Liskeard Business Improvement Area (BIA) – Board of Management M.A. 204

Appointed Members	Amending By-laws
Andy Ringuette Sean Mackey Angela Hunter Penny Durrant Michele Lamoureaux	
Council Appointees (By-law No. 2019-001): Jeff Laferriere	

Police Services Board Police Services Act

Appointed Members	Amending By-laws
Monique Chartrand	Only one appointee permitted
Council Appointees (By-law No. 2019-001): Doug Jelly, Danny Whalen	

Public Library Board Public Libraries Act

Appointed Members	Amending By-laws
Brenda Morissette Donald Bisson Anna Turner Brigid Wilkinson Claire Hendrikx Jamie Lindsay Jessica Cooper	
Council Appointees (By-law No. 2019-001): Danny Whalen, Jeff Laferriere	

Recreation Committee T of R: 2014-066

Appointed Members	Amending By-laws
Chuck Durrant	

Danny Lavigne Richard Beauchamp Simone Holzamer	
Council Appointees (By-law No. 2015-001): Carman Kidd, Jesse Foley, Mike McArthur	

Subject: Health and Safety Policy and Program **Report No.:** CS-001-2019
Agenda Date: January 8, 2019

Attachments

Appendix 01: Joint Health and Safety Policy and Program

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-001-2019;
2. That Council confirms it has reviewed the City of Temiskaming Shores Health and Safety Policy and Guidelines for the Structure and Function of the Temiskaming Shores Joint Health and Safety Committee (TSJHSC) in accordance with the Occupational Health and Safety Act; and
3. That Council acknowledges that the TSJHSC will continue to operate under the requirements of the Occupational Health and Safety Act.

Background

In accordance with the Occupational Health and Safety Act, an employer must prepare and review at least annually a written occupational health and safety policy and develop and maintain a program to implement that policy. The policy and program must be posted in the workplace.

Analysis

The City of Temiskaming Shores' Health and Safety Policy and Program were last reviewed by Council in December 2017. In order for the Municipality to remain in compliance with the Occupational Health and Safety Act, the Policy and Program must be reviewed and adopted at least annually. The Health and Safety Policy and Program has also been circulated to the Joint Health and Safety Committees.

The Health and Safety Policy and Program of the Joint Health and Safety Committee is attached as Appendix 01. The City will continue to operate with multiple committees and under the requirements of the Occupational Health and Safety Act.

Financial / Staffing Implications

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

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

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Shelly Zubycy
Director of Corporate Services

Christopher W. Oslund
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2015-228

Being a by-law to amend By-law No. 2004-034, as amended being a by-law for the adoption of a Health and Safety Policy and Guidelines for the Structure and Function of the Joint Health and Safety Committees

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

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

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

And whereas the Council of The Corporation of the City of Temiskaming Shores adopted By-law No. 2004-034 adopting a Health and Safety Policy and a Guideline for Structure and Function of a Joint Health and Safety Committee;

And whereas in order to comply with the Occupational Health and Safety Act the Council of The Corporation of the City of Temiskaming Shores must review and adopt a Health and Safety Policy and Guidelines for the Structure and Function of the Joint Health and Safety Committees for the City of Temiskaming Shores on a yearly basis;

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


1. That Schedules "A" being the Health and Safety Policy and Schedule "B" being the Guidelines for the Structure and Function of the Joint Health and Safety Committees to By-law No. 2004-034 as amended, be removed and replaced by Schedule "A" - Health and Safety Policy and Schedule "B" – Guidelines for the Structure and Function of the Joint Health and Safety Committees, attached hereto and forming part of this by-law;
2. That By-law No. 2013-008 amending By-law No. 2004-034, as amended, is hereby repealed;
3. That this by-law shall come into force and effect upon its passing;
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the

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

Read a first, second and third time and finally passed this 1st day of December, 2015.



Mayor – Carman Kidd



Clerk – David B. Treen



Health and Safety Policy

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

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

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

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

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

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



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

AS AGREED UPON BETWEEN

EMPLOYER

AND

WORKER


December 1, 2015

**CITY OF TEMISKAMING SHORES
JOINT HEALTH AND SAFETY COMMITTEES
2016**

PREAMBLE

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

FOR THE EMPLOYER

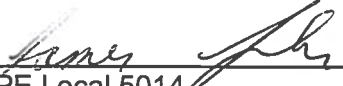


City Manager

FOR THE WORKERS



Health & Safety Committee
Secretary



CUPE Local 5014
President

1. STRUCTURE OF COMMITTEE

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

2. FUNCTIONS OF JHSC

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

Inspections

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

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

Recommendations of the JHSC

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

Accidents and Accompaniment

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

3. MINUTES OF MEETINGS

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

4. QUORUM

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

5. PAYMENT FOR ATTENDANCE AT MEETINGS

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

6. MEETING AGENDA

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

7. GENERAL

- 7.1 All employees will be encouraged to discuss their problems with their immediate supervisor before bringing it to the attention of the TSJHS Committees.
- 7.2 TSJHS Committees members will thoroughly investigate all complaints to get all the facts and will exchange these facts when searching for a resolution to the problem. All problem resolutions will be reported in the minutes.
- 7.3 Medical or trade secret information will be kept confidential by all TSJHS Committees members.
- 7.4 Any amendments, deletions or additions to these Guidelines must have the consensus of the total TSJHS Committees and shall be set out in writing and attached as an Appendix to these Guidelines and approved by Administration and/or Municipal Council.

- 7.5 **Please Note:** These guidelines provide a framework for an effective functioning TSJHS Committees. References can be made to the Occupational Health and Safety Act and its guidebook. Employer must prepare and review at least annually a written Occupational Health and Safety Policy, and must develop and maintain a program to implement that policy (Section 25(2)(j)). This should be accomplished in consultation with the TSJHS Committees.

Subject: Harassment and Violence in the
Workplace

Report No.: CS-002-2019
Agenda Date: January 8, 2019

Attachments

- Appendix 01:** Harassment in the Workplace Prevention Policy
- Appendix 02:** Violence in the Workplace Prevention Policy
- Appendix 03:** Harassment and Violence Prevention Program

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-002-2019; and
2. That Council confirms it has reviewed the City of Temiskaming Shores Violence in the Workplace Harassment and Violence in the Workplace Prevention Program in accordance with the Occupational Health and Safety Act.

Background

On September 21, 2010, Council passed By-Law No. 2010-126 being a By-Law to adopt the Harassment and Violence in the Workplace Prevention Program. In accordance with changes made to the Occupational Health and Safety Act, an employer now must review the program at least annually. The policy and program must be posted in the workplace, and refresher training provided to employees.

Analysis

In order for the Municipality to remain in compliance with the Occupational Health and Safety Act, the Policy and Program must be reviewed and adopted at least annually. The Health and Safety Policy and Program has also been circulated to the Joint Health and Safety Committees.

Financial / Staffing Implications

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

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

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Shelly Zubyck
Director of Corporate Service

Christopher W. Oslund
City Manager

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

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

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

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

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

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

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

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

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


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

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

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



MAYOR



CLERK



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

HARASSMENT IN THE WORKPLACE PREVENTION POLICY

**ADOPTED BY COUNCIL
June 15, 2010**



THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

HARASSMENT IN THE WORKPLACE PREVENTION POLICY

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- 8. Confidentiality**

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
HARASSMENT IN THE WORKPLACE PREVENTIONS POLICY

1.0 POLICY STATEMENT AND PURPOSE

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

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

2.0 SCOPE

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

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

3.0 DEFINITIONS

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

Complainant: Any party who makes a complaint.

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

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

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

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

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

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

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

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

4.0 RESPONSIBILITIES

Shared Responsibilities

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

Employer Responsibilities

The City of Temiskaming Shores is responsible for:

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

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

Human Resources Responsibilities:

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

Management Responsibilities

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

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

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

Employee Responsibilities:

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

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

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

5.0 DISCRIMANATORY OR HARASSING BEHAVIOURS

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

Prohibited Grounds Contained in the Ontario Human Rights Code:

Harassment or discrimination can occur based on:

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

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

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

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

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

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

6.0 COMPLIANCE

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

7.0 REPRISAL

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

8.0 CONFIDENTIALITY

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

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

BY-LAW NO. 2010-068

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

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

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

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

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

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


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

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

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

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

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



MAYOR



CLERK



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

VIOLENCE IN THE WORKPLACE PREVENTION POLICY

**ADOPTED BY COUNCIL
June 15, 2010**



THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

VIOLENCE IN THE WORKPLACE PREVENTION POLICY

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- 7. Reprisal**
- 8. Confidentiality**

1.0 POLICY STATEMENT AND PURPOSE

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

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

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

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

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

2.0 SCOPE

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

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

3.0 DEFINITIONS

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

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

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

Workplace Violence:

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

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

4.0 RESPONSIBILITIES

Shared Responsibilities

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

Employer Responsibilities

The City of Temiskaming Shores is responsible for:

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

Human Resources Responsibilities:

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

Management Responsibilities

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

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

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

Employee Responsibilities

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

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

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

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

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

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

5.0 VIOLENT WORKPLACE BEHAVIOURS

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

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

6.0 COMPLIANCE

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

7.0 REPRISAL

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

8.0 CONFIDENTIALITY

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

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

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

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

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

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

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

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

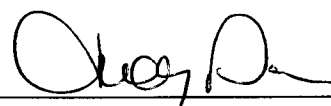
AND WHEREAS at the Committee of the Whole meeting held on September 7, 2010, Council acknowledged receipt of Report No. CS-036-2010 and adopted a recommendation authorizing the preparation of a by-law to adopt a *Harassment and Violence in the Workplace Prevention Program* in order to comply with the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

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

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

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

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



MAYOR



CLERK



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

Harassment and Violence in the Workplace Prevention Program

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



THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

HARASSMENT AND VIOLENCE IN THE WORKPLACE PREVENTION PROGRAM

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APPENDICES:

- "A" Workplace Hazard Assessment Form
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1.0 PURPOSE

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

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

2.0 RESPONSIBILITY:

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

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

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

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

3.0 SPECIFIC RESPONSIBILITIES:

A) Human Resources Department:

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

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

B) Departments:

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

4.0 MANDATORY PROGRAM COMPONENTS:

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

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

A) Violence Hazard Assessment:

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

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

B) Signs and Notices:

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

C) Emergency Plans:

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

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

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

D) Information/Training:

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

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

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

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

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

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

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

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

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

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

Detailed Investigation:

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

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

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

Support Services/Medical Assistance:

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

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

6.0 INSTRUCTION TO EMPLOYEES:

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

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

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

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

7.0 INSTRUCTION TO SUPERVISORS:

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

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

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

NOTE:

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



Appendix: A

Workplace Hazard Assessment Form

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

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

Part 1:

Describe your department and types of activities performed by employees.

Action to be taken:

Part 2:

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

Action to be taken:

Part 3:

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

Action to be taken:

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

Action to be taken:

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

Action to be taken:

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

Action to be taken:

Part 4:

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

Action to be taken:

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

Action to be taken:

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

Part 5:

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

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



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

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

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

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



Department Emergency Action Plan Requirements

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

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

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

Violent Incident Investigation Checklist

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

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

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

13. Corrective Measures	What are the recommended corrective measures? (Select a maximum of 9) <input type="checkbox"/> communication changes <input type="checkbox"/> policy change <input type="checkbox"/> raise awareness <input type="checkbox"/> equipment/hardware changes <input type="checkbox"/> procedure changes <input type="checkbox"/> responsibility changes <input type="checkbox"/> PPE changes <input type="checkbox"/> safety program changes <input type="checkbox"/> workplace changes <input type="checkbox"/> planning/scheduling <input type="checkbox"/> training program changes <input type="checkbox"/> other: _____																		
14. Review	Distribution <table border="1" data-bbox="253 422 1567 688"> <tr> <td data-bbox="253 422 521 491">Prepared by:</td> <td data-bbox="521 422 789 491">Date prepared:</td> <td data-bbox="789 422 1053 491">Title:</td> <td data-bbox="1053 422 1318 491">Location:</td> <td data-bbox="1318 422 1567 491">Employee's signature</td> </tr> <tr> <td data-bbox="253 491 566 560">Supervisor:</td> <td data-bbox="566 491 852 560">Date Reviewed (yy/mmm/dd)</td> <td colspan="3" data-bbox="852 491 1567 560" rowspan="3"> Comments: <input type="checkbox"/> Department Director <input type="checkbox"/> Supervisor <input type="checkbox"/> Employee </td> </tr> <tr> <td data-bbox="253 560 566 630">Department Director:</td> <td data-bbox="566 560 852 630">Date Reviewed (yy/mmm/dd)</td> </tr> <tr> <td data-bbox="253 630 566 688">JHSC Contact:</td> <td data-bbox="566 630 852 688">Date Reviewed (yy/mmm/dd)</td> </tr> </table>					Prepared by:	Date prepared:	Title:	Location:	Employee's signature	Supervisor:	Date Reviewed (yy/mmm/dd)	Comments: <input type="checkbox"/> Department Director <input type="checkbox"/> Supervisor <input type="checkbox"/> Employee			Department Director:	Date Reviewed (yy/mmm/dd)	JHSC Contact:	Date Reviewed (yy/mmm/dd)
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Department Director:	Date Reviewed (yy/mmm/dd)																		
JHSC Contact:	Date Reviewed (yy/mmm/dd)																		

List of Contacts

Emergency Phone Numbers

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

(Copies of this card also can be made.)

Police Emergency, Fire Department, Ambulance : 911

Immediate Supervisor: _____

City Manager: _____

Human Resource Department: _____

Joint Health and Safety Committee Member: _____

Subject: Cannabis Retail Locations

Report No.:

CS-003-2019

Agenda Date:

January 8, 2019

Attachments

None

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-003-2019; and
2. That Council permits licensed recreational cannabis retail stores within the City of Temiskaming Shores in accordance with the Cannabis License Act.

Background

The Federal Government passed Bill C-45 legalizing the sale, possession, and use of recreational cannabis with an effective date of October 17, 2018. The Provincial Government has enacted the Cannabis License Act, and subsequently passed Ontario Regulation 468/18 which sets out the requirements and processes for establishing and operating cannabis retail stores in the province.

The regulation limits the sale of recreational cannabis to within a dedicated store: the only items that can be sold at the store are cannabis purchased directly from the Ontario Cannabis Retail Corporation (OCRC), cannabis accessories, and shopping bags. The sale of cannabis will not be permitted as a “back-room” operation within a store selling other goods, and the receiving and storage area for the product must not be accessible to any other commercial establishment or the public.

Licences for cannabis retail stores will be issued by the Alcohol and Gaming Commission of Ontario (AGCO) for applications meeting the criteria established through the regulations.

The regulation also establishes a minimum separation distance of 150m between a school and a cannabis retail store. This distance is to be confirmed by the AGCO through the licensing process.

The Provincial Government has given municipalities a one-time window to opt-out of allowing cannabis retail stores in their communities. Municipalities that wish to opt-out have until January 22, 2019 to pass a resolution and notify the AGCO of their intention to prohibit cannabis retail stores. If a municipality initially opts-out and then decides to opt-in again they will be able to do so, but that decision will not be reversible. Municipalities that do not opt-out will not have the option to do so after the January 22 deadline.

Analysis

It is important to note that the Provincial Government is responsible for location considerations for cannabis retail stores. It has also been stated that cannabis retail stores are considered like

any other retail store and therefore specific zoning, setbacks, licensing requirements, etc. are not applicable, and regulations have been passed prohibiting municipalities from enacting zoning by-law and/or businesses licensing by-law specifically targeting cannabis retail stores or implementing more restrictive requirements than for general retail stores. Provincial regulations provide for a 150m exclusion area around schools where retail stores selling cannabis will not be permitted. The AGCO will be responsible for licensing cannabis retail stores, and a 15 day public and municipal comment period will be required prior to the issuance of a license. The municipal comments will be limited to whether or not the proposed store is in the public interest, which is broadly defined in the regulation as:

- a) protecting public health and safety;
- b) protecting youth and restricting their access to cannabis;
- c) preventing illicit activities in relation to cannabis.

Given the Provincial government's assertion that cannabis retail stores are considered to be retail stores in general, they are restricted to zones in which retail stores are permitted uses. In the City of Temiskaming Shores these zones include the General Commercial New Liskeard (C1), General Commercial Haileybury (C1A), Highway Commercial (C2), and Neighbourhood Commercial (C3) Zones. A retail store is also listed as a permitted accessory use in the General Industrial (M1) and Manufacturing Industrial (M2) Zones, however it must be demonstrated that the retail use is accessory to the main permitted use in this zones. At this point consumption of cannabis will not be permitted within the retail stores.

It is unclear where in the process the AGCO will review applications to ensure the proposed cannabis retail store is located in a zone in which retail stores are permitted uses, or if the municipality will be responsible for monitoring the applications and providing zoning comments during the comment period. Additionally, the municipality and the By-law Enforcement Officers could be put in a difficult position if a license is issued for a location where a retail store is not a permitted use.

Ontario Regulation 497/18, passed on December 13, 2018, limits the number of cannabis retail store licences to be issued for the April 1, 2019 retail store opening date to a total of 25, with specific regional allocations throughout the Province. The City of Temiskaming Shores is located in the Northern Region as defined in the regulations, which covers the districts of Nipissing, Parry Sound, Sudbury, Greater Sudbury, Timiskaming, Cochrane, Algoma, Thunder Bay, Rainy River, and Kenora. Two licenses are allocated for the region as a whole in the initial phase. Additional licenses may be available in subsequent phases as the Province is satisfied that the Federal government has dealt with supply shortages of legal cannabis from federally-licensed producers. In order to allocate the initial licenses a lottery system will be utilized, to be administered by the AGCO and monitored by KPMG to ensure fairness.

Funding

The Provincial government has established the Ontario Cannabis Legalization Fund (OCLIF), through which \$40 million will be provided to municipalities to assist with the implementation costs of recreational cannabis legalization. Funding from the OCLIF will be in four stages:

1. First payment: the City of Temiskaming Shores will receive \$12,368 based on the per-household funding formula allocating the initial \$15 million (early January, 2019)
2. Second payment: if Council permits retail sales of recreational cannabis, the City of Temiskaming Shores will receive a minimum of \$5,000, based on the 2018 MPAC household numbers, adjusted so at least \$5,000 is provided to each municipality. If Council decides to opt-out of retail sales, the City of Temiskaming Shores will receive a maximum of \$5,000.
3. The Province is setting aside an additional \$10 million to address unforeseen circumstances related to the legalization of recreational cannabis. The funding formula has not been released, however it is clear from funding scheme 2 and 4 that priority is being given to municipalities that choose to allow retail sales within their jurisdiction.
4. If Ontario's portion of the Federal Excise Tax exceeds \$100 million over the next two years, 50% of the surplus will be distributed to municipalities who allow retail sales.

Public Meeting

A public meeting was held on December 18, 2018 to obtain public input on whether Council should permit retail sales of recreational cannabis within the City. Written comments were received prior to the meeting with all of these comments being favourable to allowing retail sales. A number of members of the public provided oral comments at the public meeting, with the majority of these comments being favourable to allowing retail sales. A few of the commenters raised concerns surrounding access to drugs, cannabis as a perceived "gateway" to other more harmful drugs, costs of increased policing and addictions and mental health services, impacts to the environment, and increased crime.

It is not within the purview of this report to provide commentary on, or data to support or refute each of the concerns raised during the public meeting. These concerns were focused more on the overall effects of cannabis and its use and not on the locating of retail stores within the City. Cannabis has been legalized as a controlled substance by the Federal Government and is available to order online through the OCRC which ships directly to consumers via Canada Post. Additionally, four cannabis plants are permitted to be grown per residential dwelling.

Staff are recommending that Council permit retail sales of recreational cannabis within the City of Temiskaming Shores.

Financial / Staffing Implications

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

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

The Ministry of Finance has stated that the funding received from OCLIF must be used solely for the purpose of paying for implementation costs directly related to the legalization of cannabis. Examples of permitted costs include:

- Increased enforcement (eg. police, public health and by-law enforcement, court administration, litigation)
- Increased response to public inquiries (eg. 311 calls, correspondence)

- Increased paramedic services
- Increased fire services
- By-law/policy development (eg. policy, public health, workplace safety policy)

The money from OCLIF cannot be used for:

- Costs that have been, or will be, funded or reimbursed by any other government body, or third party;
- Costs not related to cannabis legalization.

Increased tax revenue from a potential recreational cannabis retail store could be realized by the City.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and approved by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Jennifer Pye
Planner

Shelly Zubyck
Director of Corporate Services

Christopher W. Oslund
City Manager

The Corporation of the City of Temiskaming Shores
By-law No. 2019-018

**Being a by-law to appoint community representatives
to various Committees and Boards for the
2019-2022 Term of Council**

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 application during the Closed Session of the December 20, 2018 Regular Council meeting as well as Memo No. 001-2019-CS at the January 8, 2019 Regular Council meeting and directed staff to prepare the necessary by-law for the appointment of community representatives to various Committees and Boards for 2019-2022 term of Council.

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

1. That the community representatives listed on Schedule "A", hereto attached and forming part of this by-law, are hereby appointed to the corresponding Committees and Boards listed on the said schedule for the 2019-2022 term of Council;

Read a first, second and third time and finally passed this 8th day of January, 2019.

Mayor – Carman Kidd

Clerk David B. Treen



Schedule "A" to

By-law No. 2019-018

Boards and Committees of Council

Community Appointments

The following tables illustrate those members of the community that have been appointed to the various Boards and Committees of Council.

Accessibility Advisory Committee T of R: 2009-077 OC

Appointed Members	Amending By-laws
Josette Cote George dePencier Janice Labonte Nicki Duke Walter Humeniuk Debbie Despres	
Council Appointees (By-law No. 2019-001): Carman Kidd, Mike McArthur	

Age Friendly Committee T of R: 2015-240 OC

Appointed Members	Amending By-laws
Danielle Covello Lorna Desmarias Irene Chitaroni Mike Fila Jan Edwards Judy Lee Kari Hawken	
Council Appointees (By-law No. 2019-001): Patricia Hewitt	

Bicycle Friendly Committee

Appointed Members	Amending By-laws
Linda St. Cyr Amanda Mongeon Chuck Durrant	
Council Appointees (By-law No. 2019-001): Carman Kidd, Jesse Foley	

Committee of Adjustment

Appointed Members	Amending By-laws
Florent Héroux Suzanne Othmer Voula Zafiris Dan Dawson	
Council Appointees (By-law No. 2019-001): Carman Kidd	

Community Emergency Management Program Committee T of R: 2011-158 OC

Appointed Members	Amending By-laws
Monique Chartrand Derrick Buffam Emily Disley Thomas McLean Maria McLean John McCarthy Brad Hearn (IT Administrator)	
Council Appointees (By-law No. 2019-001): Carman Kidd	

New Liskeard Business Improvement Area (BIA) – Board of Management M.A. 204

Appointed Members	Amending By-laws
Andy Ringuette Sean Mackey Angela Hunter Penny Durrant Michele Lamoureaux	
Council Appointees (By-law No. 2019-001): Jeff Laferriere	

Police Services Board Police Services Act

Appointed Members	Amending By-laws
Monique Chartrand	Only one appointee permitted
Council Appointees (By-law No. 2019-001): Doug Jelly, Danny Whalen	

Public Library Board Public Libraries Act

Appointed Members	Amending By-laws
Brenda Morissette Donald Bisson Anna Turner Brigid Wilkinson Claire Hendrikx Jamie Lindsay Jessica Cooper	
Council Appointees (By-law No. 2019-001): Danny Whalen, Jeff Laferriere	

Recreation Committee T of R: 2014-066

Appointed Members	Amending By-laws
Chuck Durrant	

Danny Lavigne Richard Beauchamp Simone Holzamer	
Council Appointees (By-law No. 2015-001): Carman Kidd, Jesse Foley, Mike McArthur	

The Corporation of the City of Temiskaming Shores

By-law No. 2019-019

Being a by-law to authorize the execution of an agreement between Her Majesty the Queen in right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade for Transition Funding under Certified Site Program - East side of Hawn Drive within the Dymond Industrial Park

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

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

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

And whereas Council considered Administrative Report CGP-001-2019 at the January 8, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Her Majesty the Queen in Right of Ontario as represented by the Ontario Ministry of Economic Development, Job Creation and Trade for Transition Funding under the Certified Site Program for Hawn Drive East within the Dymond Industrial Park for consideration at the January 8, 2019 Regular Council meeting;

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

1. That Council of The Corporation of the City of Temiskaming Shores authorizes the entering into an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade for Transition Funding under the Certified Site Program for Hawn Drive East within the Dymond Industrial Park, attached hereto as Schedule "A" and forming part of this By-law; and
2. That the Mayor and Clerk of the City of Temiskaming Shores are hereby authorized to execute amendments and/or contract change order to this agreement after the passage of this by-law, where Council has requested and/or approved the said amendment and/or contract change order through a Resolution of Council.

Read a first, second and third time and finally passed this 8th day of January, 2019.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule “A” to

By-law No. 2019-019

Agreement between

The Corporation of the City of Temiskaming Shores

and

Minister of Economic Development, Job Creation and Trade

Certified Site Program – Hawn Drive East Project
Dymond Industrial Park

TRANSITION FUNDING AGREEMENT

THE AGREEMENT is effective as of the 2nd day of May, 2018

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Economic Development, Job
Creation and Trade**

(the “Province”)

- and -

The Corporation of the City of Temiskaming Shores

(the “Recipient”)

BACKGROUND:

The Province has established the Investment Ready: Certified Site Program (the “**Program**”) to promote to prospective investors an inventory of industrial properties that meet the Program’s Minimum Eligibility Requirements and Designation Requirements and are designated as Certified Sites by the Province.

The Recipient owns the Site, is a participant in the Program and intends to carry out the Project.

The Province wishes to provide Funds to the Recipient for the Project.

CONSIDERATION

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

1.0 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 will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

1.2 Definitions. In the Agreement, the following terms will have the following meanings:

“Agreement” means this agreement entered into between the Province and the Recipient and includes all of the schedules listed in section 30.1, the Certification Instructions and Requirements, and any amendments made pursuant to Article 32.0.

“Application Form” means the application form submitted by the Recipient requesting continued acceptance of the Site in the Program.

“Budget” means the budget attached to the Agreement as Schedule “B”.

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

“Certification Designation Date” means November 7, 2016.

“Certification Instructions and Requirements” means the Certification Instructions and Requirements available at <http://www.forms.ssb.gov.on.ca/mbs/ssb/forms/ssbforms.nsf/FormDetail?OpenForm&ACT=RDR&TAB=PROFILE&SRCH=&ENV=WWE&TIT=009-0020E&NO=009-0020E> that are incorporated by reference herein in full and are part of this Agreement, and that may be amended by the Province from time to time.

“Certified Site” means the Site as of the Certification Designation Date and only for such period or periods of time that it continues to meet the Minimum Eligibility Requirements and the Designation Requirements.

“Change Request Form” means the form attached as Schedule “J”.

“Designation Requirements” means the requirements that the Recipient must meet in order for the Province to designate the Site as a Certified Site, as more particularly set out in the Certification Requirements section (which may at a later date be referred to as the Designation Requirements section) of the Certification Instructions and Requirements and if applicable, Schedule “L”.

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

“Eligible Costs” means the costs paid by the Recipient for the purpose of carrying out the Project for which the Province may provide Funds and that are: (a) incurred by the Recipient from and including the Effective Date to and including the earlier of (i) the Project Completion Date; and (ii) the date of termination of the Agreement, and also include any costs incurred before the Effective Date that relate to the Transition Requirements or those incurred under the Previous Program Agreement; (b) in the sole opinion of the Province, reasonable and necessary for carrying out the Project; and (c) limited to the amounts and cost categories set out in the Budget in Schedule “B” and as more particularly described in Schedule “D”.

“Event of Default” has the meaning ascribed to it in section 15.1.

“Expiry Date” means six months after the Project Completion Date.

“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 the Province provides to the Recipient pursuant to the Agreement and provided to the Recipient under the Previous Program Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

“Intellectual Property” means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity.

“License Agreement” means the license agreement for which the Province grants to the Recipient (defined therein as “Licensee”), in the territory of Canada, a non-exclusive, revocable, non-transferable, non-assignable, non-sublicensable, license to use the Official Marks for the sole purpose of the Recipient’s Marketing Initiatives of the Certified Site, subject to the Recipient’s compliance with the terms and conditions of the license agreement and this Agreement.

“Marketing Initiatives” means, in any form or format, any advertising, promotional materials, signs, displays or communications of the Recipient intending to promote or advertise the Certified Site, as more particularly described in the License Agreement.

“Materials” has the meaning ascribed to it in section 5.5.

“Maximum Funds” means Fifty Thousand Dollars (\$50,000.00), which is the maximum amount of the Funds the Province will provide to the Recipient under the Agreement and for greater certainty includes the amounts provided to the Recipient under the Previous Program Agreement.

“Minimum Eligibility Requirements” means the minimum eligibility requirements that the Recipient must meet in order for the Site to be accepted into the Program, as more particularly set out in the Minimum Eligibility Requirements section of the Certification Instructions and Requirements.

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

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section 15.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section 15.4.

“Official Marks” means collectively the *Investment Ready: Certified Site* word marks and design marks of the Program in English and French as more particularly set out in the License Agreement and as may be amended from time to time by the Province pursuant to the terms and conditions thereof.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Previous Program Agreement” means the Agreement between the Province (formerly known as Her Majesty the Queen in Right of Ontario as represented by the Minister of Economic Development, Trade and Employment) and the

Recipient dated effective as of the 20th day of June, 2014 as amended by Amending Agreement No.1 dated effective as of the 20th day of June, 2015, Amending Agreement No. 2 dated effective as of the 17th day of December, 2015, Amending Agreement No. 3 dated effective as of the 4th day of May, 2016 and Amending Agreement No. 4 dated effective as of the 6th day of November, 2018.

“Program” has the meaning ascribed to it in the preamble to this Agreement.

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

“Project Completion Date” means the earlier of: (i) the fourth anniversary of the Certification Designation Date; and (ii) when the Site or Certified Site as applicable is legally transferred or leased to another person, in accordance with the terms and conditions of the Agreement.

“Re-Designation Date” has the meaning ascribed to it in section 6.7(b).

“Reimbursement Submission” means the form attached as Schedule “F”.

“Renewed Compliance with the Minimum Eligibility Requirements Date” has the meaning ascribed to it in section 6.5(a)(iv).

“Releasees” means her Majesty the Queen in right of Ontario, her ministers, agents, appointees and employees.

“Reports” means the reports described in Schedule “C”.

“Site” means the property or properties more particularly described in Schedule “E” or as may be amended in accordance with Article 32.0. If the Site subsequently loses its designation as a Certified Site during the term of the Agreement, “Site” also means the property or properties described herein during such period or periods of time that the Site is not designated as a Certified Site.

A visual depiction of the Site is provided in Schedule “K”, which for further clarification is not legally binding and is included for reference purposes only.

“Site Change Notification Form” means the form attached as Schedule “G”.

“Site Information” has the meaning ascribed to it in section 10.3.

“Suspension Date” means the earlier of (i) Suspension Date – Designation Requirements, if applicable; and (ii) Suspension Date – Minimum Eligibility Requirements, if applicable.

“Suspension Date – Designation Requirements” means the date that the Certified Site failed to continue to meet the Designation Requirements, as set out in the Notice described in section 6.6(a)(i).

“Suspension Date – Minimum Eligibility Requirements” means the date that the Site or the Certified Site as applicable failed to continue to meet the Minimum Eligibility Requirements, as set out in the Notice described in section 6.5(a)(i).

“Transition Letter” has the meaning ascribed to it in Schedule “A”.

“Transition Requirements” means the requirements and conditions set out in the Transition Letter.

2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both;
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in or in support of its application to the Program (including information relating to any Designation Requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete; and
- (e) it is, and shall continue to be the registered owner of the Site or the Certified Site as applicable from and including the Effective Date to and including the Project Completion Date.

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

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

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

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article 9.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article 2.0.

3.0 TERM OF THE AGREEMENT

3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article 6.0, Article 13.0, Article 14.0 or Article 15.0.

4.0 FUNDS AND CARRYING OUT THE PROJECT

4.1 Funds Provided. Subject to the terms and conditions of the Agreement and only in the event that the Site has been designated as a Certified Site, the Province will:

- (a) subject to section 4.1(b), reimburse the Recipient for 50% of Eligible Costs up to the Maximum Funds amount for the purpose of carrying out the Project;

- (b) with respect to Eligible Costs for Marketing Initiatives of the Certified Site, reimburse the Recipient for 50% of Eligible Costs up to \$10,000 (which amount, for further clarification, is part of the Maximum Funds) that, notwithstanding the definition of Eligible Costs, have been incurred and paid from and including the Certification Designation Date to and including the earlier of (i) the Project Completion Date; and (ii) the date of termination of the Agreement;
- (c) require electronic copies of invoices of costs incurred and paid relating to Eligible Costs;
- (d) provide the Funds to the Recipient as follows:
 - (i) Initial disbursement: within 60 days after receipt and acceptance by the Province of a Reimbursement Submission submitted by the Recipient in accordance with section 4.7, reimburse the Recipient for those Eligible Costs that the Recipient has incurred and paid prior to the Effective Date that relate to (a) the Transition Requirements; or (b) any other Eligible Costs incurred under the Previous Program Agreement; and,
 - (ii) Subsequent disbursements: within 60 days after receipt and acceptance by the Province of a Reimbursement Submission submitted by the Recipient, reimburse the Recipient for those Eligible Costs that the Recipient has incurred and paid from and including the Effective Date to and including the earlier of (i) the Project Completion Date; and (ii) the date of termination of the Agreement; and
- (e) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

4.2 Limitation on Payment of Funds. Despite section 4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificate of insurance or other proof as the Province may request pursuant to section 12.2;

- (b) the Province is not obligated to, and will not, provide any Funds unless, in the Province's sole opinion, the Site has been and continues to be designated as a Certified Site by the Province;
- (c) the Province is not obligated to reimburse any Eligible Costs for which a completed Reimbursement Submission has not been submitted to the Province;
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section 9.1; and
- (e) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section 14.1.

4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

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

4.4 Maintaining Designation Requirements. The Recipient shall continue to meet the Designation Requirements from and including the Effective Date to and including the Project Completion Date.

4.5 Maximum Funds. The Recipient acknowledges that the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds. The Recipient acknowledges that the Province has provided Funds to the Recipient in the

amount of \$7,733.23 under the Previous Program Agreement.

- 4.6 Funds Reimbursed.** The Recipient shall not submit a Reimbursement Submission in relation to Eligible Costs that have already been reimbursed under the Previous Program Agreement.
- 4.7 Reimbursement Submission.** The Recipient shall submit no later than 60 days after the Effective Date its first Reimbursement Submission.
- 4.8 Rebates, Credits, and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.
- 4.9 Availability of the Certified Site for Sale/Lease.** The Recipient agrees to keep the Certified Site available for sale or lease until the Project Completion Date.

5.0 OFFICIAL MARKS AND INTELLECTUAL PROPERTY

- 5.1 License Agreement.** The Recipient and the Province have entered into the License Agreement dated effective as of the date hereof and will perform and satisfy all covenants and obligations to be performed by it under the License Agreement.
- 5.2 Use of the Designation and Official Marks.**

Without limiting sections 5.3, 6.5, 6.6 and 6.7:

- (a) The Recipient shall not represent, either directly or indirectly through employees or associates or agents of the Recipient, in any Marketing Initiatives or in any verbal, written, print, digital, electronic or any other form of communication, that the Site is designated as a Certified Site: (i) prior to the Certification Designation Date; (ii) from and including the Suspension Date, and, if applicable, to but not including the later of the Re-Designation Date and the Renewed Compliance with the Minimum Eligibility Requirements Date; (iii) while the Site or the Certified Site as applicable fails to meet the Minimum Eligibility Requirements or the Designation Requirements; or (iv) as of date of termination or the Expiry Date of the Agreement.
- (b) The Recipient shall not use the Official Marks in association with the Certified Site in any Marketing Initiatives or in any verbal, written, print,

digital, electronic or any other form of communications: (i) prior to the Certification Designation Date; (ii) from and including the Suspension Date, and, if applicable, to but not including the later of the Re-Designation Date and the Renewed Compliance with the Minimum Eligibility Requirements Date; (iii) prior to the License Agreement being fully executed; (iv) while the Site or the Certified Site as applicable fails to meet the Minimum Eligibility Requirements or the Designation Requirements; (v) as of date of termination or expiry of the License Agreement; or (vi) as of date of termination or the Expiry Date of the Agreement.

- (c) The Recipient shall not at any time represent, either directly or indirectly through employees or associates or agents of the Recipient, in any Marketing Initiatives or other communications in any form or format, whether verbal, written, electronic, online, print, digital or otherwise with third parties or the public in general, that any property including the Site if applicable in whole or in part, other than the Certified Site, has received designation as a Certified Site, nor shall the Recipient use the Official Marks pursuant to the License Agreement in relation to any property including the Site if applicable in whole or in part, other than the Certified Site.

5.3 Marketing Initiatives.

- (a) The Recipient may use the Official Marks in any Marketing Initiatives, subject to and in accordance with the terms and conditions of the License Agreement and this Agreement including sections 5.2, 6.5, 6.6 and 6.7 herein.
- (b) At the request of the Province, the Recipient shall provide to the Province any draft or final versions of any Marketing Initiatives.
- (c) The Province may give written directions to require the Recipient to comply with the requirements of the License Agreement in relation to the use of the Official Marks by the Recipient in any Marketing Initiatives, which directions the Recipient shall comply with promptly.

5.4 Intellectual Property. The Recipient agrees that all Intellectual Property of the Province and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including images and data) provided by the Province to the Recipient shall remain the sole property of Her Majesty the Queen in right of Ontario.

- 5.5 Recipient or Third Party Intellectual Property.** To the extent that any Intellectual Property of the Recipient or any third party and every other right, title or interest in and to any concepts, techniques, ideas, information and materials, however recorded, including images and data of the Recipient or any third party (collectively "**Materials**") has been provided in whole or in part by the Recipient to the Province, the Recipient grants to the Province a perpetual, world-wide, non-exclusive, irrevocable, transferrable, royalty-free, fully paid up right and license: (a) to use, modify, reproduce, display and distribute, in any form, those Materials; and (b) to authorize other persons including agents, contractors or sub-contractors, to do any of the former on behalf of the Province, the total consideration for which shall be the disbursement of Funds to the Recipient by the Province. The Recipient irrevocably waives in favour of the Province all rights of integrity and other moral rights in the Materials of the Recipient, for all time.
- 5.6 No Infringement.** The Recipient represents and warrants that the provision of the Materials shall not infringe or induce the infringement of any third party Intellectual Property rights. The Recipient further represents and warrants that it has obtained assurances with respect to any Intellectual Property of the Recipient or any third party that any rights of integrity or any other moral rights associated therewith have been waived.

6.0 ELIGIBILITY AND CHANGES TO THE SITE OR CERTIFIED SITE

- 6.1 Minimum Eligibility Requirements.** For greater certainty and without limiting the Designation Requirements, the Site must satisfy the applicable Minimum Eligibility Requirements in order to be considered eligible for, and maintain, its designation as a Certified Site.
- 6.2 Notification.** The Recipient will promptly notify the Province using the Site Change Notification Form in Schedule “G” to this Agreement of any event, change or circumstance that:
- (a) changes any information relating to the Minimum Eligibility Requirements or that may adversely affect the ability of the Site or the Certified Site as applicable to continue to meet the Minimum Eligibility Requirements;
 - (b) changes any information relating to the Designation Requirements or that may adversely affect the ability of the Certified Site to continue to meet the Designation Requirements; or
 - (c) changes any of the information that the Recipient provided to the Province in or in support of its application to the Program, which includes the documents the Recipient provided to the Province in satisfaction of the Transition Requirements.
- 6.3 Additional Information and Documents.** The Recipient shall provide all additional information and documents required by the Province to evaluate the Site Change Notification Form. The Recipient acknowledges and agrees that acceptance of the proposed change(s) outlined in the Site Change Notification Form is at the sole discretion of the Province and additional due diligence or supporting documentation may be required prior to this acceptance.
- 6.4 Effect of Approved Site Change Notification Form.** If the Province approves a Site Change Notification Form, the information about the Site or the Certified Site as applicable shall be deemed to be updated in the Province’s records as set out in the Site Change Notification Form from the date of the signature of the Province on the Site Change Notification Form. Approval of a Site Change Notification Form does not amend the Agreement and if as a result of the Province’s approval of the Site Change Notification Form, the Agreement needs to be amended, the Parties shall do so in accordance with Article 32.0.
- 6.5 Failure to continue to meet Minimum Eligibility Requirements.**
- Without limiting sections 5.2 and 5.3:

- (a) In the event that the Site or the Certified Site as applicable has failed to continue to meet the Minimum Eligibility Requirements,
- (i) the Province shall promptly send Notice to the Recipient thereof, which Notice shall confirm the Suspension Date – Minimum Eligibility Requirements.
 - (ii) the Recipient shall bring the Site or the Certified Site as applicable back into compliance with the Minimum Eligibility Requirements within a period of 60 days starting from the date of the Site Change Notification Form notifying the Province of the failure.
 - (iii) if the Recipient cannot bring the Site or the Certified Site as applicable back into compliance with the Minimum Eligibility Requirements in accordance with section 6.5(a)(ii), the Agreement shall terminate as of the end of the period of time referred to in section 6.5(a)(ii).
 - (iv) if the Recipient receives Notice from the Province that the Site or the Certified Site as applicable is back in compliance with the Minimum Eligibility Requirements, the Site or the Certified Site as applicable shall be in compliance as of the effective date set out in such Notice (the “**Renewed Compliance with the Minimum Eligibility Requirements Date**”).
- (b) If the Site fails to continue to meet the Minimum Eligibility Requirements and returns back into compliance with the Minimum Eligibility Requirements in accordance with section 6.5(a)(iv), the Province may, in its sole discretion, pay for the Recipient’s Eligible Costs reasonably incurred and paid from and including the Suspension Date – Minimum Eligibility Requirements to and including the Renewed Compliance with the Minimum Eligibility Requirements Date.
- (c) In the event that the Agreement is terminated in accordance with section 6.5(a)(iii), subject to any action the Province may take pursuant to section 15.2, the Province will pay for the Recipient’s Eligible Costs incurred and paid from and including the Effective Date to and including the Suspension Date – Minimum Eligibility Requirements, within 60 days after receipt and acceptance by the Province of a Reimbursement Submission therefor, provided that the Recipient submits the

Reimbursement Submission no later than the date that is 180 days after the termination of the Agreement. The Province may further demand that the Recipient immediately cease to use the Official Marks in any Marketing Initiatives and destroy copies of the Official Marks in its possession or under its control.

6.6 Failure to continue to meet Designation Requirements.

Without limiting sections 5.2 and 5.3:

- (a) If the Certified Site has failed to continue to meet the Designation Requirements,
 - (i) the Province shall promptly send Notice to the Recipient thereof, which Notice shall confirm the Suspension Date – Designation Requirements.
 - (ii) the Recipient shall bring the Certified Site back into compliance with the Designation Requirements within a period of 60 days starting from the date of the Site Change Notification Form notifying the Province of the failure.
 - (iii) if the Recipient cannot bring the Certified Site back into compliance with the Designation Requirements in accordance with section 6.6(a)(ii), the Agreement shall terminate as of the end of the period of time referred to in section 6.6(a)(ii).
- (b) In the event that the Agreement is terminated in accordance with section 6.6(a)(iii), subject to any action the Province may take pursuant to section 15.2, the Province will pay for the Recipient's Eligible Costs incurred and paid from and including the Effective Date to and including the Suspension Date – Designation Requirements, within 60 days after receipt and acceptance by the Province of a Reimbursement Submission therefor, provided that the Recipient submits the Reimbursement Submission no later than the date that is 180 days after the termination of the Agreement. The Province may further demand that the Recipient immediately cease to use the Official Marks in any Marketing Initiatives and destroy copies of the Official Marks in its possession or under its control.

6.7 Suspension of Designation as Certified Site.

Without limiting sections 5.2 and 5.3:

- (a) If the Recipient receives Notice under section 6.6(a)(i), the Certified Site shall cease to be designated as a Certified Site as of the Suspension Date – Designation Requirements.
- (b) If the Recipient receives Notice from the Province that the Site has been re-designated as a Certified Site, the Site shall be re-designated as a Certified Site as of the effective date set out in such Notice (the “**Re-Designation Date**”).
- (c) If the Site is re-designated as a Certified Site pursuant to section 6.7(b), the Province may, in its sole discretion, pay for the Recipient’s Eligible Costs reasonably incurred and paid from and including the Suspension Date – Designation Requirements to and including the Re-Designation Date.

7.0 RECIPIENT’S ACQUISITION OF GOODS OR SERVICES

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

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

8.0 CONFLICT OF INTEREST

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

8.2 Conflict of Interest Includes. For the purposes of this Article, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient’s decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

8.3 Disclosure to Province. The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

9.0 REPORTS, ACCOUNTING AND REVIEW

9.1 Preparation and Submission. The Recipient will:

- (a) submit to the Province all Reports in accordance with Schedule "C", or as specified by the Province from time to time;
- (b) submit to the Province at the email address referred to in section 18.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) where applicable, ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

9.2 Record Maintenance. The Recipient will keep and maintain:

- (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.

9.3 Inspection. The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon seventy-two hours' Notice to the Recipient and during normal business hours, visit and inspect the Site or the Certified Site as applicable or the Recipient's

premises, and enter upon the Site or the Certified Site as applicable or the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section 9.2;
- (b) remove any copies made pursuant to section 9.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

The Recipient agrees that the Province, its authorized representatives, or any independent auditor identified by the Province, when making visits or inspections of the Site or the Certified Site as applicable or the Recipient's premises, may take photographs or videos, including photographs or videos by drone.

9.4 Disclosure. To assist in respect of the rights provided for in section 9.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

9.5 No Control of Records. No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

9.6 Auditor General. For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to the *Auditor General Act* (Ontario).

10.0 COMMUNICATIONS REQUIREMENTS

10.1 Acknowledge Support. Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section 10.1(a) is in a form and manner as directed by the Province.

10.2 Publication. The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

10.3 Use of Site Information. Without requiring any further consent from the Recipient, the Recipient authorizes the Province, with respect to any communications, information or materials provided by the Recipient to the Province relating to the Project, the Site, the Certified Site or the Agreement (the “**Site Information**”), to:

- (a) copy, use and reproduce the Site Information for use in the Province’s internal inventory of properties until two years after the Expiry Date or the date of termination of the Agreement. If the Recipient requests that the Province remove the Site or the Certified Site as applicable from the inventory earlier, the authorization will end on the date of such request and subject to section 10.4, the Site Information will be removed from the inventory. If the Site or the Certified Site as applicable is still in the inventory, the Recipient authorizes the Province to contact the Recipient to refresh the information provided at any time until two years after the Expiry Date or the date of termination of the Agreement. The Recipient acknowledges and agrees that the purpose of the inventory is to enable the Province to promote properties for which an application under the Program has been submitted, whether designated as a Certified Site or not, to potential investors;
- (b) post the Site Information related to the Certified Site on-line on the Province’s domestic or international websites and social media channels;
- (c) include the Site Information in the Province’s Marketing Initiatives in relation to the Certified Site; and
- (d) provide the Site Information related to the Site, whether designated as a Certified Site or not, to any third party, including investment leads, potential investors, government officials who work in investment attraction and any other persons that may request the Site Information for a purpose in connection with the Program.

10.4 In the event that the Province uses any Site Information in its possession in accordance with section 10.3, it will do so on an as-is basis. The Recipient agrees and acknowledges that the Province may not change the applicable Site Information promptly in the event of any of the following:

- (a) a Site Change Notification Form is approved by the Province;
- (b) the Site or the Certified Site as applicable fails to continue to meet the Minimum Eligibility Requirements or the Designation Requirements either on a temporary or permanent basis;
- (c) the Recipient requests that the Province remove the Site or the Certified Site as applicable from the inventory within two years after the Expiry Date or the date of termination of the Agreement; or
- (d) the Agreement expires or is terminated.

11.0 INDEMNITY AND RELEASE

11.1 Indemnification. The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, 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 (i) the Project, (ii) the Program, (iii) any sale, transfer, lease or other transaction relating to the Site or the Certified Site, (iv) any communications in any form including the Marketing Initiatives related to the Site or the Certified Site, (v) the use of the Site Information, (vi) the Agreement, or (vii) the Previous Program Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

11.2 Recipient's Participation. The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

11.3 Province's Election. The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under the Agreement, at law, or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.

- 11.4 Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.
- 11.5 Recipient's Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations.
- 11.6 Release.** The Recipient:
- (a) on behalf of itself, its successors and assigns, releases and forever discharges the Releasees from any and all actions, causes of action, claims and demands for damages, indemnity, costs, interest and loss or injury of every nature and kind howsoever arising which the Recipient now has, may have had or may hereafter have arising from or in any way related to (i) the Project, (ii) any sale, transfer, lease or other transaction relating to the Site or the Certified Site, (iii) the Program, (iv) any communications in any form including the Marketing Initiatives related to the Site or the Certified Site, (v) the use of the Site Information, (vi) the Agreement, or (vii) the Previous Program Agreement;
 - (b) agrees not to make any claim or take any proceeding in connection with any of the claims released against any other person or corporation who might claim contribution or indemnity from the Releasees by virtue of the claim or proceeding; and
 - (c) understands and agrees that any consideration paid by the Releasees in connection with this release is deemed to be no admission whatever of liability or responsibility on the part of the Releasees and that any such liability or responsibility is denied.

12.0 INSURANCE

12.1 Recipient's Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the 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 will include the following:

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

12.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section 12.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section 12.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

13.0 TERMINATION ON NOTICE

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

13.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section 13.1, the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section 13.2(b); and
 - (ii) subject to section 4.5, provide Funds to the Recipient to cover such costs; and
- (d) demand that the Recipient immediately cease to use the Official Marks in any Marketing Initiatives and destroy copies of the Official Marks in its possession or under its control.

14.0 TERMINATION WHERE NO APPROPRIATION

14.1 Termination Where No Appropriation. If, as provided for in section 4.2(e), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

14.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section 14.1, the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 14.2(b); and
- (d) demand that the Recipient immediately cease to use the Official Marks in any Marketing Initiatives and destroy copies of the Official Marks in its possession or under its control.

14.3 No Additional Funds. If, pursuant to section 14.2 (c), the Province determines

that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

15.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

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

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds;
 - (iii) provide, in accordance with section 9.1, Reports or such other reports as may have been requested pursuant to section 9.1(b); or
 - (iv) deliver a Site Change Notification Form in accordance with section 6.2;
- (b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the Minimum Eligibility Requirements;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate;
- (e) if any representation, warranty or other information, including in any application material, provided by the Recipient to the Province in connection with this Agreement or for purposes of obtaining or maintaining for the Site a designation as a Certified Site, is or becomes materially untrue in any respect;
- (f) if the Recipient makes any representations regarding the Site or Certified

Site, as applicable, that in any way contravenes the terms and conditions of this Agreement or the License Agreement;

- (g) if the Recipient uses or displays any of the Official Marks in any way that is in contravention of the terms and conditions of this Agreement or the License Agreement;
- (h) the Recipient is in default under the License Agreement;
- (i) an application is made to amend the Official Plan or amend or vary the zoning by-law applicable to the Site or the Certified Site as applicable to allow for non-industrial uses, including but not limited to, residential, commercial, institutional or recreational uses;
- (j) the changes outlined in the Site Change Notification Form, other than changes that would cause the Site or the Certified Site as applicable to fail to continue to meet any of the Minimum Eligibility Requirements or Designation Requirements, are not accepted by the Province in its sole discretion;
- (k) the Recipient fails to bring the Site or the Certified Site as applicable back into compliance with the Minimum Eligibility Requirements in accordance with section 6.5(a)(ii); and
- (l) the Recipient fails to bring the Certified Site back into compliance with the Designation Requirements in accordance with section 6.6(a)(ii).

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

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;

- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but in the sole opinion of the Province did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient;
- (j) cancel and revoke the designation as a Certified Site and the Recipient's right to use the Official Marks; and
- (k) demand that the Recipient immediately cease to use the Official Marks in any Marketing Initiatives and destroy copies of the Official Marks in its possession or under its control.

15.3 Opportunity to Remedy. If, in accordance with section 15.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

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

15.4 Recipient not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 15.2(b), and:

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

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 15.2(a), (c), (d), (e), (f), (g), (h), (i), (j) and (k).

15.5 When Termination Effective. Termination under this Article will take effect as provided for in the Notice.

16.0 FUNDS UPON EXPIRY

16.1 Funds Upon Expiry. The Recipient will, upon the Expiry Date, pay to the Province any Funds remaining in its possession or under its control.

17.0 DEBT DUE AND PAYMENT

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

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

17.2 Debt Due. If, pursuant to the Agreement:

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

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

17.3 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

17.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address referred to in section 18.1.

17.5 Fails to Repay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct

any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

18.0 NOTICE

18.1 Notice in Writing and Addressed. Notice will be in writing and will be delivered by email, postage-prepaid mail, or personal delivery and will be addressed to the Province and the Recipient respectively as set out below, or as either Party later designates to the other by Notice:

To the Province:

Ministry of Economic
Development, Job Creation and
Trade

2 Queen Street East, 4th Floor
Toronto, Ontario M5C 3G7

Attention: Investment Ready:
Certified Site Program

Email:
InvestmentReady@ontario.ca

To the Recipient:

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

Attention: James Franks,
Economic Development Officer

Email:
jfranks@temiskamingshores.ca

18.2 Notice Given. Notice will be deemed to have been given:

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

18.3 Postal Disruption. Despite section 18.2(a), in the event of a postal disruption:

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

19.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

19.1 Consent. When the Province provides its consent pursuant to the Agreement,

it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

20.0 SEVERABILITY OF PROVISIONS

20.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

21.0 WAIVER

21.1 Waiver Request. Either Party may, in accordance with the Notice provision set out in Article 18.0, ask the other Party to waive an obligation under the Agreement.

21.2 Waiver Applies. Any waiver a Party grants in response to a request made pursuant to section 21.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

22.0 INDEPENDENT PARTIES

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

23.0 ASSIGNMENT OF AGREEMENT OR FUNDS

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

23.2 Agreement Binding. All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

24.0 GOVERNING LAW

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

25.0 FURTHER ASSURANCES

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

26.0 JOINT AND SEVERAL LIABILITY

26.1 Joint and Several Liability. Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

27.0 RIGHTS AND REMEDIES CUMULATIVE

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

28.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

28.1 Other Agreements. If the Recipient:

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

requirements of such other agreement; and

(d) such Failure is continuing,

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

29.0 SURVIVAL

29.1 Survival. The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0 and any other applicable definitions, section 2.1 (a), section 4.2(e), 4.5, section 5.2, Article 6.0, section 9.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections 9.2, 9.3, 9.4, 9.5, 9.6, Article 10.0, Article 11.0, section 13.2, sections 14.2 and 14.3, sections 15.1, 15.2(d), (e), (f), (g), (h) and (k), Article 17.0, Article 18.0, Article 20.0, Article 21.0, section 23.2, Article 24.0, Article 26.0, Article 27.0, Article 28.0, Article 29.0, Article 30.0, Article 32.0, Article 34.0 and Article 35.0.

30.0 ENTIRE AGREEMENT

30.1 This Agreement, including:

Schedule "A" -	Project Description and Timelines
Schedule "B" -	Budget
Schedule "C" -	Reports
Schedule "D" -	Eligible Costs
Schedule "E" -	Legal Description of the Site
Schedule "F" -	Reimbursement Submission
Schedule "G" -	Site Change Notification Form
Schedule "H" -	Post-Designation Annual Report
Schedule "I" -	Post-Designation Check-In
Schedule "J" -	Change Request Form
Schedule "K" -	Visual Depiction of the Site
Schedule "L" -	Additional Designation Requirements

any amending agreement entered into as provided for below and any document incorporated by reference,

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, including the Previous Program Agreement.

30.2 Certification Instructions and Requirements. The Recipient acknowledges having read and understood and agrees to be bound by the terms and conditions of the Certification Instructions and Requirements, as it may be amended from time to time in accordance with section 32.1(b), which is incorporated and made an integral part of this Agreement.

30.3 Conflict or Inconsistency. In the event of a conflict or inconsistency between the Agreement without the Certification Instructions and Requirements and the Certification Instructions and Requirements, the Agreement without the Certification and Instructions will prevail.

31.0 COUNTERPARTS

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

32.0 AMENDING THE AGREEMENT

32.1 The Agreement may only be amended in accordance with the following:

- (a) amendments to the municipal address, legal description or PIN of the Site or the Certified Site as applicable, or the period of time referred to in section 6.5(a)(ii) or section 6.6(a)(ii) shall be made using the Change Request Form, substantially in the form set out in Schedule “J” of the Agreement. In the event the Province signs the Change Request Form, the Agreement shall be amended accordingly.
- (b) the Province may unilaterally amend the Certification Instructions and Requirements and the Agreement shall be amended accordingly. The Recipient agrees and acknowledges that no notice shall be required to be made to the Recipient in the event of any amendments to the Certification Instructions and Requirements and that no further agreement by the Recipient whether in writing or otherwise is required for the consequent amendments to the Agreement.

- (c) subject to sections 32.1(a) and (b), all other amendments to the Agreement may only be made by written agreement duly executed by the Parties.

33.0 ACKNOWLEDGEMENT

33.1 The Recipient acknowledges that:

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

34.0 INDEPENDENT LEGAL ADVICE

- 34.1 Independent legal advice.** The Recipient acknowledges that the Province has provided the Recipient with a reasonable opportunity to obtain independent legal advice with respect to the Agreement, and that either: (a) the Recipient has obtained such independent legal advice prior to executing the Agreement, or; (b) the Recipient has willingly chosen not to obtain such advice and to execute the Agreement without having obtained such advice.

35.0 OPEN DATA

35.1 Open data. The Recipient agrees that the Province may publicly release the following information, whether in hard copy or in electronic form, on the internet or otherwise: Recipient name, Recipient contact information, Recipient address or general location, amount of Maximum Funds and/or Funds, Project description, including the Timelines table in Schedule “A”, Project results reported by the Recipient, legal description of the Site or the Certified Site as applicable and Budget.

36.0 TIME

36.1 Time. Time is of the essence of this Agreement and no extension or amendment of this Agreement operates as a waiver of this provision.

- SIGNATURE PAGE FOLLOWS -

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

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Minister of
Economic Development, Job Creation and Trade**

Date

Name: Carla Tsambourlianos

Title: (A) Director of Foreign Direct Investment
Services Branch

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

Date

Name:

Title:

Date

Name:

Title:

I/We have authority to bind the Recipient.

SCHEDULE “A”

PROJECT DESCRIPTION AND TIMELINES

Background

The Province implements the Program, which is a discretionary, non-entitlement program with limited funding. The purpose of the Program is to promote to prospective investors an inventory of industrial properties that meet the Program’s Minimum Eligibility Requirements and Designation Requirements and are designated as Certified Sites.

The program guidelines for the Program were updated in November 2016. The Recipient was a previous participant in the Program and received \$7,733.23 in funding under the Previous Program Agreement. In order to reflect the changes made to the program guidelines and transition the Recipient into the updated Program, the Province, by way of a letter dated April 23, 2018 (the “**Transition Letter**”), gave the Recipient the opportunity to enter into this Agreement upon satisfaction of the conditions precedent set out in the Transition Letter. The Recipient satisfied the conditions precedent and the Previous Program Agreement was terminated as of May 1, 2018, with its provisions surviving in accordance with the terms and conditions of the Previous Program Agreement.

Project Description

The project (the “**Project**”) consists of the processes and activities undertaken by the Recipient to complete, deliver and comply with all Designation Requirements to obtain and maintain a Certified Site designation for the Site for a maximum period of four (4) years or until the Site or the Certified Site as applicable is legally transferred or leased to another person or until the Agreement is terminated. The Recipient has been carrying out the activities under the Previous Program Agreement, which formed part of the Project.

When a Site has been designated as a Certified Site, this indicates that the Recipient has provided the Province with satisfactory Site-related information described in the Certification Instructions and Requirements and has otherwise satisfied the Designation Requirements. The Province may make use of the Site-related information in accordance with the terms and conditions of the Agreement and the Recipient, at its discretion, may choose to distribute information and documents required by the Province in relation to the Program to prospective investors.

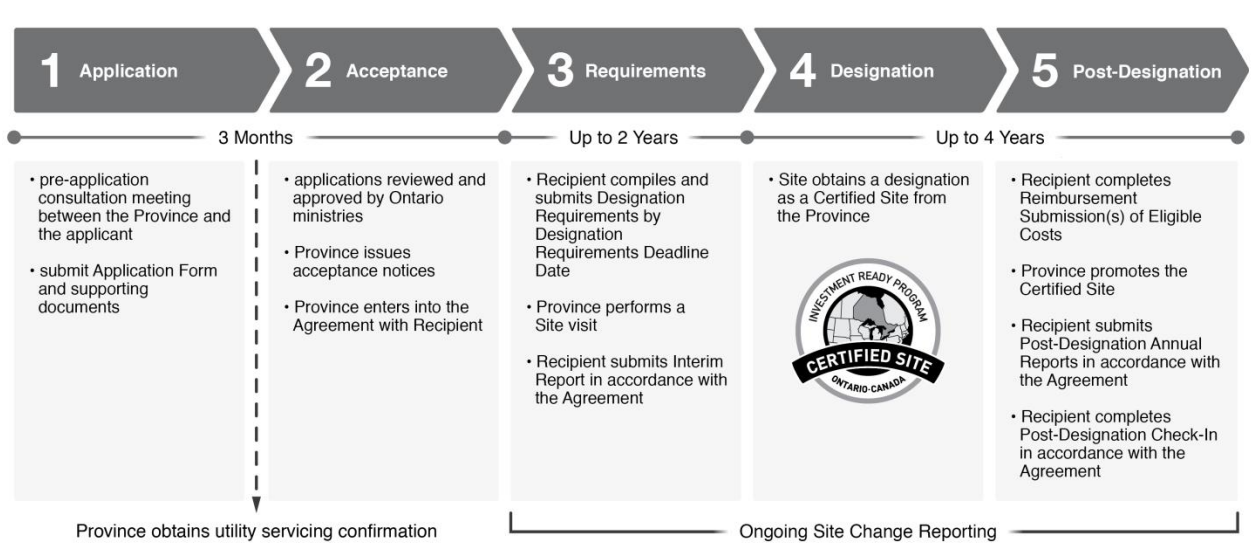
Once a Site has been designated as a Certified Site, the Recipient may undertake Marketing Initiatives in relation to the Certified Site and the Province may reimburse the

costs for such Marketing Initiatives in accordance with the terms and conditions of the Agreement. The Marketing Initiatives may include but is not limited to the following:

- News releases and announcements
- Editorial articles in local newspapers and newsletters
- Street-level signage
- Brochures
- Website profiles and interactive maps

Project Workflow

The following diagram provides a general overview of the certification process for the updated Investment Ready: Certified Site Program. For a detailed description of the Program’s rules and guidelines, please refer to the Certification Instructions and Requirements. This diagram may not be applicable to the process followed by Recipients transitioning into the updated Program.



Timelines

Unless otherwise defined herein, all capitalized terms in the table below shall have the meaning set out in the Certification Instructions and Requirements.

The Recipient has completed the following by the Certification Designation Date:

Required Documents for Designation as a Certified Site	
Land use planning	Official Plan and zoning by-law information
	Plan of subdivision (if applicable)
	Environmental Site Assessment (ESA)
	Archaeological Assessment
	Other assessments (if applicable). Please list:
Information about the Site	Property survey and legal description
	Parcel register
	Title search opinion or a certificate of title
	Property maps that depict the following elements: <ul style="list-style-type: none"> • Location and Site boundaries • Net developable area • Contextual map • Aerial photograph or video • Topographic • Transportation network and access to the Site
Site Servicing	Sanitary, water and wastewater service letter from the municipality
	Telecommunication service letter NorthernTel Limited Partnership
	Natural gas service letter Union Gas Limited
	Hydroelectricity service letter Hydro One Networks Inc.

SCHEDULE "B"

BUDGET

Unless otherwise defined herein, all capitalized terms below shall have the meaning set out in the Agreement, including the Certification Instructions and Requirements.

Budget Overview

Breakdown of Expenses	Estimated or Actual Costs (\$)	Estimated or Actual Program Reimbursement (\$)	Expected or Actual Costs to Recipient (\$)
Reimbursement received under the Previous Program Agreement	17,502.91	7,733.26	9,769.65
Completion of Transition Requirements			
Maintenance of Designation Requirements			
Marketing Initiatives			
Total			

Maintenance of Designation Requirements

Maintenance of Designation Requirements		Estimated Costs (\$)
Land use planning	Environmental Site Assessment (ESA)	
	Archaeological Assessment	
	Other Assessments (if applicable). Please list:	
Information about the	Property survey and legal description	
	Parcel register	

Certified Site	Title search opinion or a certificate of title	
	Property maps that depict the following elements: <ul style="list-style-type: none"> • Location and Certified Site boundaries • Net developable area • Contextual map • Aerial photograph or video • Topographic • Transportation network and access to the Certified Site 	
Certified Site Servicing	Sanitary, water and wastewater service letter from the municipality	
	Telecommunication service letter Company Name: <u>NorthernTel Limited Partnership</u>	\$0
	Natural gas service letter Company Name: <u>Union Gas Limited</u>	\$0
	Hydroelectricity service letter Company Name: <u>Hydro One Networks Inc.</u>	\$0
Estimated Total Costs To Maintain Designation Requirements:		

Marketing Initiatives

Marketing Initiatives		Estimated Costs (\$)
1.		
2.		
3.		
4.		
5.		
Estimated Total Costs for Marketing Initiatives:		

SCHEDULE “C”

REPORTS

REPORTING REQUIREMENTS

Name of Reports	Due Date	Format
Post-Designation Annual Report	Each anniversary of the Effective Date	Electronic submission of the Post-Designation Annual Report, substantially in the form set out in Schedule “H”
Post-Designation Check-in	Not Required	Please refer to the requirements in Schedule “I”, if required
Reimbursement Submission	See section 4.7 of the Agreement for the due date of the first Reimbursement Submission. For all subsequent Reimbursement Submissions, please provide at any time prior to the Expiry Date.	Electronic submission of Schedule “F”

REPORT DETAILS

All Reports shall be submitted electronically to: InvestmentReady@ontario.ca unless otherwise directed by the Province.

SCHEDULE “D”

ELIGIBLE COSTS

Unless otherwise defined herein, all capitalized terms below shall have the meaning set out in the Agreement, including the Certification Instructions and Requirements.

ELIGIBLE COSTS:

- Eligible Costs must be directly related to the Project and be actual cash outlays that are incurred and paid by the Recipient to third parties that are documented through paid invoices and proofs of payment acceptable to the Province and are not to exceed fair market value.
- The Province shall require evidence of costs incurred and paid for in accordance with the terms of the Agreement.

Eligible Costs include:

Unreimbursed Eligible Costs under the Previous Program Agreement

Eligible Costs under the Previous Program Agreement that have not been reimbursed by the Province.

Transition Requirements

Eligible Costs for the completion of the Transition Requirements are costs relating to provision of the documents by the Recipient to the Province in satisfaction of the Transition Requirements.

Designation Requirements and Maintenance

Eligible Costs for the maintenance of designation as a Certified Site (to enable the Site or the Certified Site as applicable to continue to meet the Program’s requirements) include assessments and documentation prepared by qualified professionals for the following services:

- Mapping (topographic map, environmental context map, Net Developable Area map).
- Aerial photograph or video of the Site or the Certified Site as applicable with parcel boundary clearly shown.
- Parcel register and accompanying property index map for each parcel.
- Plan of Survey

- Legal fees (including contract and fees associated with updating information required to maintain designation, for example, the title opinion or a certificate of title).
- Surveyor's real property report.
- Environmental Site Assessments (ESA).
- Archaeological Assessments.
- Production of copies of municipal documents and digital mapping (i.e. copies of draft Plan of Subdivision)
- Project management fees.
- Additional documentation, studies and/or assessments in cases where the Province determines further documentation or studies and/or assessments are necessary pursuant to this Agreement.

Marketing Initiatives

Reimbursement for Marketing Initiatives costs is intended to offset costs associated with developing Marketing Initiatives specific to the Certified Site and the Program, targeting potential investors and the real estate business community.

Eligible Costs for Marketing Initiatives include:

- Certified Site-specific advertising. Creative design for advertising must be coordinated with the Province and receive approval from the Province prior to placement.
- Certified Site-specific street-level signage.
- Photography, graphic images and renderings of the Certified Site such as drone photography, digital conceptual renderings, and concept plans.
- Development of promotional materials to promote the Certified Site such as brochures, videos, business cases, presentations and pop-up banners, including printing, pressing CDs or DVDs, USB keys and recording of videos.
- Translation into English, French or other languages of Marketing Initiatives materials (i.e. brochures) or website content promoting the Certified Site.
- Software, mobile application or website customization to incorporate references to the Certified Site including the Official Marks (excluding the cost of software licenses or off-the-shelf add-on modules).

- Costs associated with developing and providing Certified Site-related material to support visits to the Site or the Certified Site as applicable, request for information responses and follow ups after the visits to the Site or the Certified Site as applicable.
- Cost of advertisement placement in any media. Plans to purchase media of any kind must be coordinated with the Province and receive approval from the Province prior to placement.
- Creative services related to the development of the Marketing Initiatives described above.

INELIGIBLE COSTS

All costs that are not Eligible Costs are ineligible costs. The following are provided as examples for further clarification:

- Infrastructure or capital costs related to bringing the Site or the Certified Site as applicable up to eligibility and property standards, maintenance and property taxes.
- Capital costs: infrastructure development, capital expenditures to acquire or enhance assets, software licenses, electronics (including computers, fax, machines, drones, digital cameras), and demonstration aids. Capital costs include the direct costs of acquisition, construction, expansion, modification, conversion, transportation, installation and insurance (during construction) of fixed assets, as well as the cost of licensing and franchising fees.
- Costs paid to an Ontario Ministry, Ontario agency or Crown corporation.
- Travel costs and accommodations incurred by the Recipient or third party consultants as a result of the preparation of the Application Form, designation maintenance or Marketing Initiatives (international or domestic).
- Ongoing operational expenses including labour costs, office and overhead expenses (e.g. salaries, wages, including those of staff working on the Project).
- Costs not incurred in Ontario, except when the only supplier(s) of services are outside of Ontario with proof and prior written approval from the Province.
- Entertainment expenses, meals or alcoholic beverages.
- In-kind contributions.
- Costs, including taxes, for which the Recipient has received, will receive or is eligible to receive a rebate, credit or refund.

- Consultant fees are ineligible where there is an indication of an employer-employee relationship to be determined by the Province in its sole discretion.
- Miscellaneous: activities for which one or more persons expect to receive compensation in the form of a commission or finder's fee.
- Fees associated with municipal planning applications unless required and pre-approved in writing by the Province.
- Costs that have already been reimbursed by the Province to the Recipient under the Previous Program Agreement.

Ineligible Costs for Marketing Initiatives

In addition to the types of ineligible costs set out above, the following costs are also ineligible:

- Market research activities associated with general investment attraction, retention and expansion, strategic planning and general economic development.
- Collection or purchase of statistical data that do not directly support Marketing Initiatives of the Certified Site.
- Regular website maintenance and updating web content, website hosting, software licensing.
- Premiums and corporate gifts including events, shows and concert tickets, Recipient branded items, cups, mugs and pens.
- Postage, including postage for direct mail campaigns.
- Participation in trade shows or conferences, including registration fees for trade shows or conferences; booth design, purchase and assembly; shipping and design of general, non-Certified Site related promotional material specifically for a trade show; overhead costs such as pre-show mailing, stationery and long distance phone calls; research to target companies at a trade show; consultant costs for organizing outgoing missions (including training participants); consultant costs to develop business cases for follow up with potential investors after a trade show.
- Sponsorships.

STACKING OF FUNDS

Stacking of Provincial support will be considered on a case by case basis. Stacking of funding from complementary programs may be acceptable to the Province, in its sole discretion, for Eligible Costs that: (a) are ineligible costs in such complementary

programs; and (b) will not be reimbursed by the Province of Ontario under such programs.

SCHEDULE "E"

LEGAL DESCRIPTION OF THE SITE

Legal Description

Please see legal description in the Site's parcel register(s) attached in Appendix 1 to this Schedule "E".

Property Identification Number ("PIN")

Please see PIN(s) in the Site's parcel register(s) attached in Appendix 1 to this Schedule "E".


Known unregistered encumbrances, encroachments (easements):

None


APPENDIX 1

PARCEL REGISTER(S) FOR THE SITE

PIN 61335-0415 (LT)

		LAND REGISTRY OFFICE #54 61335-0415 (LT)	PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER PAGE 1 OF 1 PREPARED FOR TEMISKAMING SHORES ON 2018/02/26 AT 12:37:43			
PROPERTY DESCRIPTION: PT S 1/2 LT 6 CON 1 DYMOND PT 10 54R5639; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 1, 54R5727 AS IN DT44916						
PROPERTY REMARKS: CROWN GRANT SEE TP219.						
ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE		RECENTLY: DIVISION FROM 61335-0405	PIN CREATION DATE: 2014/04/14			
OWNERS' NAMES THE CORPORATION OF THE CITY OF TEMISKAMING SHORES		CAPACITY SHARE				
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
54R5639	2012/08/31	PLAN REFERENCE				C
54R5727	2013/11/29	PLAN REFERENCE				C
DT44916	2014/04/03	TRANSFER EASEMENT		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	HYDRO ONE NETWORKS INC.	C
DT45036	2014/04/14	TRANSFER		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	C

PIN 61335-0416 (LT)

		LAND REGISTRY OFFICE #54 61335-0416 (LT)	PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER PAGE 1 OF 1 PREPARED FOR TEMISKAMING SHORES ON 2018/02/26 AT 12:38:07			
PROPERTY DESCRIPTION: PT S 1/2 LT 6 CON 1 DYMOND PT 11 54R5639; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING; SUBJECT TO AN EASEMENT IN GROSS OVER PT 2 54R5727 AS IN DT44916						
PROPERTY REMARKS: CROWN GRANT SEE TP219.						
ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE		RECENTLY: DIVISION FROM 61335-0405	PIN CREATION DATE: 2014/04/14			
OWNERS' NAMES THE CORPORATION OF THE CITY OF TEMISKAMING SHORES		CAPACITY SHARE				
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
54R5639	2012/08/31	PLAN REFERENCE				C
54R5727	2013/11/29	PLAN REFERENCE				C
DT44916	2014/04/03	TRANSFER EASEMENT		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	HYDRO ONE NETWORKS INC.	C
DT45036	2014/04/14	TRANSFER		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	C

PIN 61335-0417 (LT)

		LAND REGISTRY OFFICE #54 61335-0417 (LT)		PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER PAGE 1 OF 1 PREPARED FOR TEMISKAMING SHORES ON 2018/02/26 AT 12:38:30		
* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *						
PROPERTY DESCRIPTION: PT S 1/2 LT 6 CON 1 DYMOND PT 12 54R5639; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING; SUBJECT TO AN EASEMENT IN GROSS OVER PT 3 54R5727 AS IN DT44916						
PROPERTY REMARKS: CROWN GRANT SEE TP219.						
ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE		RECENTLY: DIVISION FROM 61335-0405		PIN CREATION DATE: 2014/04/14		
OWNERS' NAMES THE CORPORATION OF THE CITY OF TEMISKAMING SHORES			CAPACITY SHARE			
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
54R5639	2012/08/31	PLAN REFERENCE				C
54R5727	2013/11/29	PLAN REFERENCE				C
DT44916	2014/04/03	TRANSFER EASEMENT		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	HYDRO ONE NETWORKS INC.	C
DT45036	2014/04/14	TRANSFER		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	C

PIN 61335-0418 (LT)

		LAND REGISTRY OFFICE #54 61335-0418 (LT)		PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER PAGE 1 OF 1 PREPARED FOR TEMISKAMING SHORES ON 2018/02/26 AT 12:38:56		
* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *						
PROPERTY DESCRIPTION: PT S 1/2 LT 6 CON 1 DYMOND PT 13 & 15 54R5639; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING; SUBJECT TO AN EASEMENT IN GROSS OVER PT 4 54R5727 AS IN DT44916						
PROPERTY REMARKS: CROWN GRANT SEE TP219.						
ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE		RECENTLY: DIVISION FROM 61335-0405		PIN CREATION DATE: 2014/04/14		
OWNERS' NAMES THE CORPORATION OF THE CITY OF TEMISKAMING SHORES			CAPACITY SHARE			
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
54R5639	2012/08/31	PLAN REFERENCE				C
54R5727	2013/11/29	PLAN REFERENCE				C
DT44916	2014/04/03	TRANSFER EASEMENT		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	HYDRO ONE NETWORKS INC.	C
DT45036	2014/04/14	TRANSFER		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	C

PIN 61335-0419 (LT)

		LAND REGISTRY OFFICE #54 61335-0419 (LT)		PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER PAGE 1 OF 1 PREPARED FOR TEMISKAMING SHORES ON 2018/02/26 AT 12:39:21		
* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *						
PROPERTY DESCRIPTION: PT S 1/2 LT 6 CON 1 DYMOND PTS 14, 17 54R5639; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 5, 6 54R5727 AS IN DT44916						
PROPERTY REMARKS: CROWN GRANT SEE TP219.						
ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE		RECENTLY: DIVISION FROM 61335-0405		PIN CREATION DATE: 2014/04/14		
OWNERS' NAMES THE CORPORATION OF THE CITY OF TEMISKAMING SHORES			CAPACITY SHARE			
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
54R5639	2012/08/31	PLAN REFERENCE				C
54R5727	2013/11/29	PLAN REFERENCE				C
DT44916	2014/04/03	TRANSFER EASEMENT		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	HYDRO ONE NETWORKS INC.	C
DT45036	2014/04/14	TRANSFER		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	C

PIN 61335-0420 (LT)

Ontario ServiceOntario		LAND REGISTRY OFFICE #54		61335-0420 (LT)		PAGE 1 OF 1 PREPARED FOR TEMISKAMING SHORES ON 2018/02/26 AT 12:39:33	
<p>PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER</p> <p>* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *</p>							
<p>PROPERTY DESCRIPTION: PT S 1/2 LT 6 CON 1 DYMOND PTS 18, 26 54R5639; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 7, 8 54R5727 AS IN DT44916</p>							
<p>PROPERTY REMARKS: CROWN GRANT SEE TP219.</p>							
ESTATE/QUALIFIER:		RECENTLY:		PIN CREATION DATE:			
FEE SIMPLE ABSOLUTE		DIVISION FROM 61335-0405		2014/04/14			
<p>OWNERS' NAMES CAPACITY SHARE</p> <p>THE CORPORATION OF THE CITY OF TEMISKAMING SHORES</p>							
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD	
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **							
54R5639	2012/08/31	PLAN REFERENCE				C	
54R5727	2013/11/29	PLAN REFERENCE				C	
DT44916	2014/04/03	TRANSFER EASEMENT		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	HYDRO ONE NETWORKS INC.	C	
DT45036	2014/04/14	TRANSFER		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	C	


PIN 61335-0421 (LT)

Ontario ServiceOntario		LAND REGISTRY OFFICE #54		61335-0421 (LT)		PAGE 1 OF 1 PREPARED FOR TEMISKAMING SHORES ON 2018/02/26 AT 12:40:19	
<p>PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER</p> <p>* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *</p>							
<p>PROPERTY DESCRIPTION: PT S 1/2 LT 6 CON 1 DYMOND PTS 19, 27 54R5639; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING; SUBJECT TO AN EASEMENT IN GROSS OVER PT 9 54R5727 AS IN DT44916</p>							
<p>PROPERTY REMARKS: CROWN GRANT SEE TP219.</p>							
ESTATE/QUALIFIER:		RECENTLY:		PIN CREATION DATE:			
FEE SIMPLE ABSOLUTE		DIVISION FROM 61335-0405		2014/04/14			
<p>OWNERS' NAMES CAPACITY SHARE</p> <p>THE CORPORATION OF THE CITY OF TEMISKAMING SHORES</p>							
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD	
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **							
54R5639	2012/08/31	PLAN REFERENCE				C	
54R5727	2013/11/29	PLAN REFERENCE				C	
DT44916	2014/04/03	TRANSFER EASEMENT		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	HYDRO ONE NETWORKS INC.	C	
DT45036	2014/04/14	TRANSFER		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	C	


PIN 61335-0422 (LT)

Ontario ServiceOntario		LAND REGISTRY OFFICE #54		61335-0422 (LT)		PAGE 1 OF 1 PREPARED FOR TEMISKAMING SHORES ON 2018/02/26 AT 12:40:44	
<p>PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER</p> <p>* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *</p>							
<p>PROPERTY DESCRIPTION: PT S 1/2 LT 6 CON 1 DYMOND PTS 20, 28 54R5639; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING; SUBJECT TO AN EASEMENT IN GROSS OVER PT 10 54R5727 AS IN DT44916</p>							
<p>PROPERTY REMARKS: CROWN GRANT SEE TP219.</p>							
ESTATE/QUALIFIER:		RECENTLY:		PIN CREATION DATE:			
FEE SIMPLE ABSOLUTE		DIVISION FROM 61335-0405		2014/04/14			
<p>OWNERS' NAMES CAPACITY SHARE</p> <p>THE CORPORATION OF THE CITY OF TEMISKAMING SHORES</p>							
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD	
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **							
54R5639	2012/08/31	PLAN REFERENCE				C	
54R5727	2013/11/29	PLAN REFERENCE				C	
DT44916	2014/04/03	TRANSFER EASEMENT		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	HYDRO ONE NETWORKS INC.	C	
DT45036	2014/04/14	TRANSFER		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	C	

PIN 61335-0423 (LT)

		LAND REGISTRY OFFICE #54 * CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *		PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER 61335-0423 (LT)		PAGE 1 OF 1 PREPARED FOR TEMISKAMING SHORES ON 2018/02/26 AT 12:41:07	
PROPERTY DESCRIPTION: PT S 1/2 LT 6 CON 1 DYMOND PTS 21, 22, 29, 30 54R5639; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING; SUBJECT TO AN EASEMENT IN GROSS OVER PT 11 54R5727 AS IN DT44916							
PROPERTY REMARKS: CROWN GRANT SEE TP219.							
ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE		RECENTLY: DIVISION FR:M 61335-0405		PIN CREATION DATE: 2014/04/14			
OWNERS' NAMES THE CORPORATION OF THE CITY OF TEMISKAMING SHORES							
CAPACITY SHARE							
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD	
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **							
54R5639	2012/08/31	PLAN REFERENCE				C	
54R5727	2013/11/29	PLAN REFERENCE				C	
DT44916	2014/04/03	TRANSFER EASEMENT		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	HYDRO ONE NETWORKS INC.	C	
DT45036	2014/04/14	TRANSFER		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	C	

PIN 61335-0424 (LT)

		LAND REGISTRY OFFICE #54 * CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *		PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER 61335-0424 (LT)		PAGE 1 OF 1 PREPARED FOR TEMISKAMING SHORES ON 2018/02/26 AT 12:41:34	
PROPERTY DESCRIPTION: PT S 1/2 LT 6 CON 1 DYMOND PTS 23, 24, 31, 32 54R5639; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING; SUBJECT TO AN EASEMENT IN GROSS OVER PT 12 54R5727 AS IN DT44916							
PROPERTY REMARKS: CROWN GRANT SEE TP219.							
ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE		RECENTLY: DIVISION FROM 61335-0405		PIN CREATION DATE: 2014/04/14			
OWNERS' NAMES THE CORPORATION OF THE CITY OF TEMISKAMING SHORES							
CAPACITY SHARE							
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD	
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **							
54R5639	2012/08/31	PLAN REFERENCE				C	
54R5727	2013/11/29	PLAN REFERENCE				C	
DT44916	2014/04/03	TRANSFER EASEMENT		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	HYDRO ONE NETWORKS INC.	C	
DT45036	2014/04/14	TRANSFER		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	C	

SCHEDULE "F"

REIMBURSEMENT SUBMISSION

TO: **Investment Ready: Certified Site Program**
Ministry of Economic Development, Job Creation and Trade

2 Queen Street East, 4th Floor
Toronto, Ontario M5C 3G7

RE: **Agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade (the "Province") and the Corporation of the City of Temiskaming Shores (the "Recipient") effective the 2nd day of May, 2018 (the "Agreement")**

Unless otherwise defined herein, all capitalized terms below shall have the meaning set out in the Agreement, including the Certification Instructions and Requirements.

1 Site or Certified Site Information

- Please attach a copy of Schedule "E" from the executed Agreement.

2 Key Dates

Agreement's Effective Date: May 2, 2018

Certification Designation Date: November 7, 2016

Project Completion Date: November 7, 2020

3 Program Status

This Reimbursement Submission applies to one or more of the following types of Eligible Costs:

- Completion of the Transition Requirements
- Maintenance of Designation Requirements and Minimum Eligibility Requirements
- Marketing Initiatives
- Eligible costs incurred under the Previous Program Agreement

4 Electronic Transfer Payment Registration

All disbursements made under the Agreement are by direct deposit payments, also known as electronic funds transfers (EFTs). Direct deposit payments provide quick service to recipients. The Recipient will receive email notifications for each direct deposit payment.

The Recipient shall register for EFTs by completing the tables below and attaching a scanned PDF copy of a void cheque/stamped bank letter.

If the Recipient is already receiving payments from the Government of Ontario please provide its assigned supplier number, which can be found in a previous cheque or EFT separate remittance advice details.

Please select the most appropriate statement from the following:

- Option 1: A supplier account has already been established for the Recipient.
Supplier Account Number: _____
- Option 2: It is not known if a supplier account has been established for the Recipient.
- Option 3: The Recipient has never received transfer payments from the Government of Ontario.

If option 2 or 3 was selected, please complete the following tables:

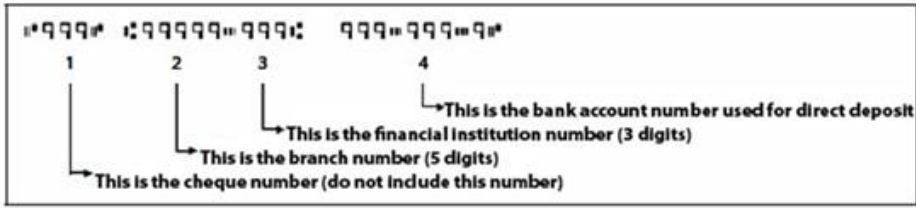
Recipient* Information	
Recipient's Legal Name:	
Trade Name, Division, Branch, Department (if applicable):	
9-Digit CRA Business Number (if applicable):	

Recipient Legal Entity Type (check one):	<input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership* <input type="checkbox"/> Trust <input type="checkbox"/> Other: _____
Address:	
City:	
Province:	
Postal Code:	
Contact Name:	
Contact's Email:	
Business Phone Number:	
Business Fax Number:	

* If the Recipient is a limited partnership, please also include the general partner's information

Financial Institution Information	
Name of Institution:	
Address:	
City:	
Province:	
Postal Code:	
Branch Number*:	
Bank Number*:	
Account Number*:	

* Please review the information below to locate the requested information:



1. The first three numbers at the bottom of the cheque are the cheque number (do not include these numbers)
2. The next five numbers are the branch number
3. The next three numbers are the financial institution number
4. The remaining numbers are the bank account number used for direct deposit

- A scanned PDF copy of a void cheque/stamped bank letter is attached with this Reimbursement Submission.

5 Details of Expenses

For a complete description of Eligible Costs and reimbursement rules, refer to the Agreement.

Please ask all service providers to reference details of expenses on all invoices including a reference to the Site or the Certified Site as applicable (i.e. legal description or municipal address) for which the work is being completed.

Complete each table with the necessary detail for reimbursement. Municipalities should note that only the non-exempted portion of the HST should be included. Include all applicable invoices with the Reimbursement Submission.

1.0 Legal Expenses

#	Service Provider	Date (Month- Date- Year)	Subtotal of Service (\$0.00)	HST (\$0.00)	Total (\$0.00)
1.1					
1.2					
1.3					
1.4					
1.5					
Total Legal Expenses:					

- Invoices are labelled accordingly and are attached.

2.0 Land Use Planning Expenses

#	Service Provider	Date (Month- Date- Year)	Subtotal of Service (\$0.00)	HST (\$0.00)	Total (\$0.00)
2.1					
2.1					
2.2					
2.3					
2.5					
2.6					
2.7					
2.8					
Total Land Use Planning Expenses:					

Invoices are labelled accordingly and are attached.

3.0 Technical Report Expenses

#	Service Provider	Date (Month- Date- Year)	Subtotal of Service (\$0.00)	HST (\$0.00)	Total (\$0.00)
3.1					
3.2					
3.3					
3.4					
3.5					
Subtotal for Environmental Site Assessment (ESA):					
3.6					
3.7					
3.8					
3.9					
3.10					

Subtotal for Archaeological Assessment:							
3.11							
3.12							
3.13							
3.14							
3.15							
Subtotal for Other Assessments:							
Total Technical Report Expenses:							

Invoices are labelled accordingly and are attached.

4.0 Marketing Initiatives Expenses

Note: The Province will reimburse the Recipient for 50% of Eligible Costs for Marketing Initiatives up to \$10,000 (which amount, for further clarification, is part of the Maximum Funds) that, notwithstanding the definition of Eligible Costs in the Agreement, have been incurred and paid from and including the Certification Designation Date to and including the earlier of (i) the Project Completion Date; and (ii) the date of termination of the Agreement.

#	Service Provider	Date (Month-Date-Year)	Subtotal of Service (\$0.00)	HST (\$0.00)	Total (\$0.00)
4.1					
4.2					
4.3					
4.4					
4.5					
Total Marketing Initiatives Expenses:					

Invoices are labelled accordingly and are attached.

5.0 Miscellaneous Expenses

#	Service Provider	Date (Month-Date-Year)	Subtotal of Service (\$0.00)	HST (\$0.00)	Total (\$0.00)
---	------------------	------------------------	------------------------------	--------------	----------------

5.1							
5.2							
5.3							
5.4							
5.5							
Total Miscellaneous Expenses:							

Invoices are labelled accordingly and are attached.

6 Summary of Eligible Costs Table

Using the information from the itemized expense details listed in the tables above, complete the summarized table below to calculate the grand total for the Reimbursement Submission.

Expense Category		Category Totals (\$0.00)	Reimbursable Amount Totals (50%) (\$0.00)	Estimated Cost to Recipient (\$0.00)
<i>Formula:</i>		<i>A</i>	<i>B</i>	<i>A-B</i>
1.0	Legal			
2.0	Land Use Planning			
3.0	Technical Reports			
4.0	Marketing Initiatives			
5.0	Miscellaneous			
Grand Total:				

7 Summary of Available Funding

To calculate the remaining Funds available for the Certified Site identified in this Reimbursement Submission and to determine if the total reimbursements for Marketing Initiatives are within the \$10,000 allocation limit, please complete the calculations in the tables below.

Calculations to determine the total funding available for the Certified Site*			
Maximum Funds available to Recipient:		\$50,000*	00
Total reimbursements	a) currently requested:	\$	
	b) Reimbursement received under the Previous Program Agreement:	\$7,733.23	
	c) Reimbursement received to date under the Agreement:	\$	
Total Remaining Balance*:		\$	

Refer to Section 6 of this Schedule – Grand Total, Estimated Cost to Recipient

* This amount includes the amount already reimbursed under the Previous Program Agreement and the \$10,000 referred to in the chart below.

Calculations to determine total reimbursements for Marketing Initiatives			
Maximum allocation for Marketing Initiatives:		\$10,000	00
Total reimbursement for Marketing Initiatives for Certified Site	a) currently requested:	\$	
	b) received to-date:	\$	
Total Remaining Balance for Marketing Initiatives:		\$	

Refer to Section 6 of this Schedule, Item 4.0

8 Acknowledgement

I, _____, _____ of the Recipient, on
Name Title
behalf of the Recipient, hereby certify that:

1. The information provided in this Reimbursement Submission is complete and accurate.
2. The Recipient acknowledges that the Province has complete discretion over the approval of any Eligible Costs and the acceptance of this Reimbursement Submission.
3. The Recipient agrees to provide additional information and documents as may be required by the Province to evaluate this Reimbursement Submission.
4. The Recipient is in compliance with this Agreement.
5. There is no material change to the Budget.
6. The amount requested in this Reimbursement Submission will be used solely for Eligible Costs.
7. The amount requested in this Reimbursement Submission does not include costs for any Project component that have already been reimbursed by the Province to the Recipient under the Previous Program Agreement or any other funding agreement entered into between the Province and the Recipient.

Name:
Title:

Date

I have authority to bind the Recipient.

**SCHEDULE “G”
SITE CHANGE NOTIFICATION FORM**

TO: Investment Ready: Certified Site Program
Ministry of Economic Development, Job Creation and Trade

2 Queen Street East, 4th Floor
Toronto, Ontario M5C 3G7

RE: Agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade (the “Province”) and the Corporation of the City of Temiskaming Shores (the “Recipient”) effective the 2nd day of May, 2018 (the “Agreement”)

Unless otherwise defined herein, all capitalized terms below shall have the meaning set out in the Agreement.

1 Purpose

To provide notification to the Province in accordance with section 6.2 of the Agreement, please follow the instructions outlined in section 2 of this form. If there are any questions or concerns, please email: InvestmentReady@ontario.ca.

2 Instructions

- The Recipient shall provide the following information:
 - Contact information for the Recipient:
 - Name, Title: _____
 - Email address: _____
 - Phone Number: _____
 - Identification details of the Site or the Certified Site as applicable identification details:
 - Address of the Site or the Certified Site as applicable:

- Or attach a copy of Schedule “E” of the Agreement
- Indicate the nature of the change (please check the appropriate box and provide details below):
 - Administrative (i.e. Recipient, agent, change of the Recipient’s municipal address).
 - Site-specific (i.e. disposition of any interest in the Site or the Certified Site as applicable, severance, extension of draft plan approval, change of the municipal address or legal description of the Site or the Certified Site as applicable)
 - Other
- Description of the change:
- Date when the change will be complete: _____
- Attach any documentation necessary to explain the change (i.e. new parcel register, new land survey)
- Program staff will advise of next steps. The Recipient may be required to update Designation Requirements or other Program documents or sign a Change Request Form or an amending agreement to maintain its status in the Program.

3 Acknowledgement

I, _____, _____ of the Recipient, on
Name Title
 behalf of the Recipient, hereby certify that the information provided in this Site Change Notification Form is complete and accurate. The Recipient further agrees to provide additional information and documents as may be required by the Province to evaluate this Site Change Notification Form.

 Name: _____
 Title: Date

I have authority to bind the Recipient.

4 Approval (to be completed by Program staff)

The Province hereby approves the requested changes set out in this Site Change Notification Form.

Name:

Date:

SCHEDULE "H"

POST-DESIGNATION ANNUAL REPORT

Unless otherwise defined herein, all capitalized terms below shall have the meaning set out in the Agreement.

Recipient Name:

Certification Designation Date:

Municipal address of the Certified Site or attach a copy of Schedule "E":

Reporting Period:

1. Does the Certified Site continue to satisfy the Program's Minimum Eligibility Requirements and Designation Requirements within the reporting period?

Yes

No

If not, please describe the actions taken to date to bring the Certified Site back into compliance:

2. Has any portion of the Certified Site been sold or leased within the reporting period to make the total available property size less than 10 acres?
 - Yes
 - No
3. Are you willing to sell or lease a portion of the Certified Site, should the opportunity arise?
 - Yes
 - No
4. Within this reporting period, did you use the Site Change Notification Form to notify the Province when the Site Information related to your Certified Site has changed?
 - Yes
 - No, it was not required.
 - No, I was not aware I had to inform the Province.
5. Within this reporting period, have you undertaken any Marketing Initiatives for the Certified Site?
 - Yes, in the planning stages.
 - Yes, marketing is completed.
 - No, but maybe in the future. (skip question 6)
 - No, there is no intention to do so. (skip question 6)
6. If "Yes" to Question 5, please list the type of Marketing Initiatives the Recipient plans or has completed for the Certified Site:
 - 1.
 - 2.
 - 3.
 - 4.
 - 5.

SCHEDULE "I"

POST-DESIGNATION CHECK-IN

Unless otherwise defined herein, all capitalized terms below shall have the meaning set out in the Agreement.

1 Purpose

The purpose of the Post-Designation Check-In is to verify the accuracy of the details of the Certified Site. The Post-Designation Check-In does not replace the Recipient's on-going responsibility to comply with the notification requirements in section 6.2 of the Agreement.

- For a complete listing of the Program's Minimum Eligibility Requirements and Designation Requirements, please refer to the Certification Instructions and Requirements.

2 Instructions

- The Recipient must confirm (i) whether the information provided in or in support of the Recipient's application to the Program is still accurate; (ii) that the Site or the Certified Site as applicable continues to meet the Minimum Eligibility Requirements; and (iii) that the Certified Site continues to meet the Designation Requirements.
- In the event that (i) the information provided in or in support of the Recipient's application to the Program remains unchanged; (ii) the Site or the Certified Site as applicable continues to meet the Minimum Eligibility Requirements; and (iii) the Certified Site continues to meet the Designation Requirements, an authorized signing officer of the Recipient is required to notify the Province by sending an email to InvestmentReady@ontario.ca.
- In the event of any event, change or circumstance described in section 6.2 of the Agreement, the Recipient must complete a Site Change Notification Form.
- The Province will notify the Recipient when the Post-Designation Check-In has been completed.

SCHEDULE “J”

CHANGE REQUEST FORM

TO: Investment Ready: Certified Site Program
Ministry of Economic Development, Job Creation and Trade

2 Queen Street East, 4th Floor
Toronto, Ontario M5C 3G7

RE: Agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade (the “Province”) and the Corporation of the City of Temiskaming Shores (the “Recipient”) effective the 2nd day of May, 2018 (the “Agreement”) and, if applicable, the License Agreement between the Province and the Recipient (referred to as the Licensee thereunder) effective the 2nd day of May, 2018 (the “License Agreement”)

Unless otherwise defined herein, all capitalized terms below shall have the meaning set out in the Agreement, including the Certification Instructions and Requirements.

Please complete all appropriate sections (to be completed by the Recipient).

1. Amendment to Municipal Address

The municipal address of the Site or the Certified Site as applicable set out in the section entitled “Municipal Address” in Schedule “E” of the Agreement is hereby deleted in its entirety and replaced with the following:

“Municipally known as:

_____”
_____”
_____”

2. Amendment to Legal Description

The legal description of the Site or the Certified Site as applicable as set out in the parcel register attached as Appendix 1 of Schedule “E” is hereby replaced with the legal description set out in the parcel register attached as Appendix 1 to this Change Request Form

3. Amendment to Property Identification Number (“PIN”)

The PIN(s) of the Site or the Certified Site as applicable as set out in the parcel register attached as Appendix 1 of Schedule “E” is hereby replaced with the PIN(s) set out in the parcel register attached as Appendix 1 to this Change Request Form.

4. Amendment to Site Description

The site description set out in the section entitled “Site Description” in Schedule “E” of the Agreement is hereby deleted in its entirety and replaced with the following:

“

_____”

5. Amendment to section 6.5(a)(ii) of the Agreement and section 12.2(b) of the License Agreement

In section 6.5(a)(ii) of the Agreement and section 12.2(b) of the License Agreement, the reference(s) to “60 days” is hereby replaced with “_____ days”.

6. Amendment to section 6.6(a)(ii) of the Agreement and section 12.3(b) of the License Agreement

In section 6.6(a)(ii) of the Agreement and section 12.3(b) of the License Agreement, the reference(s) to “60 days” is hereby replaced with “_____ days”.

7. Reasons for requested amendment(s):

8. Acknowledgement

The Recipient hereby requests the aforementioned amendment(s) to the Agreement (and the License Agreement, if applicable) and certifies that the information provided to support the request is accurate. The Recipient further agrees to provide additional information and documents as may be required by the Province to evaluate this Change Request Form. The Agreement (and the License Agreement, if applicable) is accordingly amended upon execution of this form by the Recipient

and the Province. All other terms and conditions of the Agreement (and the License Agreement, if applicable) remain in full force and effect.

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

Name: _____ Date
Title:

Name: _____ Date
Title:

I/We have authority to bind the Recipient.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Economic Development, Job Creation and Trade

Name: _____ Date
Title:

For the purposes of sections 5 and 6 above, the parties to the License Agreement agree that the License Agreement is accordingly amended upon execution of this form

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

Name: _____ Date
Title:

Name:
Title:

Date

I/We have authority to bind the Licensee.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the
Minister of Economic Development, Job Creation and Trade**

Name:
Title:

Date

SCHEDULE "K"

VISUAL DEPICTION OF THE SITE

The visual depiction of the Site provided below is not legally binding and is included for reference purposes only. For greater certainty, in the event of a conflict or inconsistency between the Site as described in Schedule "E" and the visual depiction of the Site provided below, the Site as described in Schedule "E" will prevail.



SCHEDULE “L”

ADDITIONAL DESIGNATION REQUIREMENTS

The Recipient must provide confirmation, satisfactory to the Province, of the following additional Designation Requirements:

Not applicable.

The Corporation of the City of Temiskaming Shores

By-law No. 2019-020

Being a by-law to authorize the execution of an agreement between Her Majesty the Queen in right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade for Transition Funding under Certified Site Program - West side of Hawn Drive within the Dymond Industrial Park

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

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

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

And whereas Council considered Administrative Report CGP-001-2019 at the January 8, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Her Majesty the Queen in Right of Ontario as represented by the Ontario Ministry of Economic Development, Job Creation and Trade for Transition Funding under the Certified Site Program for Hawn Drive West within the Dymond Industrial Park for consideration at the January 8, 2019 Regular Council meeting;

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

1. That Council of The Corporation of the City of Temiskaming Shores authorizes the entering into an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade for Transition Funding under the Certified Site Program for Hawn Drive West within the Dymond Industrial Park, attached hereto as Schedule "A" and forming part of this By-law; and
2. That the Mayor and Clerk of the City of Temiskaming Shores are hereby authorized to execute amendments and/or contract change order to this agreement after the passage of this by-law, where Council has requested and/or approved the said amendment and/or contract change order through a Resolution of Council.

Read a first, second and third time and finally passed this 8th day of January, 2019.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule “A” to

By-law No. 2019-020

Agreement between

The Corporation of the City of Temiskaming Shores

and

Minister of Economic Development, Job Creation and Trade

Certified Site Program – Hawn Drive West Project
Dymond Industrial Park

TRANSITION FUNDING AGREEMENT

THE AGREEMENT is effective as of the 2nd day of May, 2018

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Economic Development, Job
Creation and Trade**

(the “Province”)

- and -

The Corporation of the City of Temiskaming Shores

(the “Recipient”)

BACKGROUND:

The Province has established the Investment Ready: Certified Site Program (the “**Program**”) to promote to prospective investors an inventory of industrial properties that meet the Program’s Minimum Eligibility Requirements and Designation Requirements and are designated as Certified Sites by the Province.

The Recipient owns the Site, is a participant in the Program and intends to carry out the Project.

The Province wishes to provide Funds to the Recipient for the Project.

CONSIDERATION

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

1.0 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 will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

1.2 Definitions. In the Agreement, the following terms will have the following meanings:

“Agreement” means this agreement entered into between the Province and the Recipient and includes all of the schedules listed in section 30.1, the Certification Instructions and Requirements, and any amendments made pursuant to Article 32.0.

“Application Form” means the application form submitted by the Recipient requesting continued acceptance of the Site in the Program.

“Budget” means the budget attached to the Agreement as Schedule “B”.

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

“Certification Designation Date” means November 7, 2016.

“Certification Instructions and Requirements” means the Certification Instructions and Requirements available at <http://www.forms.ssb.gov.on.ca/mbs/ssb/forms/ssbforms.nsf/FormDetail?OpenForm&ACT=RDR&TAB=PROFILE&SRCH=&ENV=WWE&TIT=009-0020E&NO=009-0020E> that are incorporated by reference herein in full and are part of this Agreement, and that may be amended by the Province from time to time.

“Certified Site” means the Site as of the Certification Designation Date and only for such period or periods of time that it continues to meet the Minimum Eligibility Requirements and the Designation Requirements.

“Change Request Form” means the form attached as Schedule “J”.

“Designation Requirements” means the requirements that the Recipient must meet in order for the Province to designate the Site as a Certified Site, as more particularly set out in the Certification Requirements section (which may at a later date be referred to as the Designation Requirements section) of the Certification Instructions and Requirements and if applicable, Schedule “L”.

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

“Eligible Costs” means the costs paid by the Recipient for the purpose of carrying out the Project for which the Province may provide Funds and that are: (a) incurred by the Recipient from and including the Effective Date to and including the earlier of (i) the Project Completion Date; and (ii) the date of termination of the Agreement, and also include any costs incurred before the Effective Date that relate to the Transition Requirements or those incurred under the Previous Program Agreement; (b) in the sole opinion of the Province, reasonable and necessary for carrying out the Project; and (c) limited to the amounts and cost categories set out in the Budget in Schedule “B” and as more particularly described in Schedule “D”.

“Event of Default” has the meaning ascribed to it in section 15.1.

“Expiry Date” means six months after the Project Completion Date.

“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 the Province provides to the Recipient pursuant to the Agreement and provided to the Recipient under the Previous Program Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

“Intellectual Property” means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity.

“License Agreement” means the license agreement for which the Province grants to the Recipient (defined therein as “Licensee”), in the territory of Canada, a non-exclusive, revocable, non-transferable, non-assignable, non-sublicensable, license to use the Official Marks for the sole purpose of the Recipient’s Marketing Initiatives of the Certified Site, subject to the Recipient’s compliance with the terms and conditions of the license agreement and this Agreement.

“Marketing Initiatives” means, in any form or format, any advertising, promotional materials, signs, displays or communications of the Recipient intending to promote or advertise the Certified Site, as more particularly described in the License Agreement.

“Materials” has the meaning ascribed to it in section 5.5.

“Maximum Funds” means Fifty Thousand Dollars (\$50,000.00), which is the maximum amount of the Funds the Province will provide to the Recipient under the Agreement and for greater certainty includes the amounts provided to the Recipient under the Previous Program Agreement.

“Minimum Eligibility Requirements” means the minimum eligibility requirements that the Recipient must meet in order for the Site to be accepted into the Program, as more particularly set out in the Minimum Eligibility Requirements section of the Certification Instructions and Requirements.

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

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section 15.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section 15.4.

“Official Marks” means collectively the *Investment Ready: Certified Site* word marks and design marks of the Program in English and French as more particularly set out in the License Agreement and as may be amended from time to time by the Province pursuant to the terms and conditions thereof.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Previous Program Agreement” means the Agreement between the Province (formerly known as Her Majesty the Queen in Right of Ontario as represented by the Minister of Economic Development, Trade and Employment) and the

Recipient dated effective as of the 20th day of June, 2014 as amended by Amending Agreement No.1 dated effective as of the 20th day of June, 2015, Amending Agreement No. 2 dated effective as of the 17th day of December, 2015, Amending Agreement No. 3 dated effective as of the 4th day of May, 2016 and Amending Agreement No. 4 dated effective as of the 6th day of November, 2018.

“Program” has the meaning ascribed to it in the preamble to this Agreement.

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

“Project Completion Date” means the earlier of: (i) the fourth anniversary of the Certification Designation Date; and (ii) when the Site or Certified Site as applicable is legally transferred or leased to another person, in accordance with the terms and conditions of the Agreement.

“Re-Designation Date” has the meaning ascribed to it in section 6.7(b).

“Reimbursement Submission” means the form attached as Schedule “F”.

“Renewed Compliance with the Minimum Eligibility Requirements Date” has the meaning ascribed to it in section 6.5(a)(iv).

“Releasees” means her Majesty the Queen in right of Ontario, her ministers, agents, appointees and employees.

“Reports” means the reports described in Schedule “C”.

“Site” means the property or properties more particularly described in Schedule “E” or as may be amended in accordance with Article 32.0. If the Site subsequently loses its designation as a Certified Site during the term of the Agreement, “Site” also means the property or properties described herein during such period or periods of time that the Site is not designated as a Certified Site.

A visual depiction of the Site is provided in Schedule “K”, which for further clarification is not legally binding and is included for reference purposes only.

“Site Change Notification Form” means the form attached as Schedule “G”.

“Site Information” has the meaning ascribed to it in section 10.3.

“Suspension Date” means the earlier of (i) Suspension Date – Designation Requirements, if applicable; and (ii) Suspension Date – Minimum Eligibility Requirements, if applicable.

“Suspension Date – Designation Requirements” means the date that the Certified Site failed to continue to meet the Designation Requirements, as set out in the Notice described in section 6.6(a)(i).

“Suspension Date – Minimum Eligibility Requirements” means the date that the Site or the Certified Site as applicable failed to continue to meet the Minimum Eligibility Requirements, as set out in the Notice described in section 6.5(a)(i).

“Transition Letter” has the meaning ascribed to it in Schedule “A”.

“Transition Requirements” means the requirements and conditions set out in the Transition Letter.

2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both;
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in or in support of its application to the Program (including information relating to any Designation Requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete; and
- (e) it is, and shall continue to be the registered owner of the Site or the Certified Site as applicable from and including the Effective Date to and including the Project Completion Date.

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

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

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

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article 9.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article 2.0.

3.0 TERM OF THE AGREEMENT

3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article 6.0, Article 13.0, Article 14.0 or Article 15.0.

4.0 FUNDS AND CARRYING OUT THE PROJECT

4.1 Funds Provided. Subject to the terms and conditions of the Agreement and only in the event that the Site has been designated as a Certified Site, the Province will:

- (a) subject to section 4.1(b), reimburse the Recipient for 50% of Eligible Costs up to the Maximum Funds amount for the purpose of carrying out the Project;

- (b) with respect to Eligible Costs for Marketing Initiatives of the Certified Site, reimburse the Recipient for 50% of Eligible Costs up to \$10,000 (which amount, for further clarification, is part of the Maximum Funds) that, notwithstanding the definition of Eligible Costs, have been incurred and paid from and including the Certification Designation Date to and including the earlier of (i) the Project Completion Date; and (ii) the date of termination of the Agreement;
- (c) require electronic copies of invoices of costs incurred and paid relating to Eligible Costs;
- (d) provide the Funds to the Recipient as follows:
 - (i) Initial disbursement: within 60 days after receipt and acceptance by the Province of a Reimbursement Submission submitted by the Recipient in accordance with section 4.7, reimburse the Recipient for those Eligible Costs that the Recipient has incurred and paid prior to the Effective Date that relate to (a) the Transition Requirements; or (b) any other Eligible Costs incurred under the Previous Program Agreement; and,
 - (ii) Subsequent disbursements: within 60 days after receipt and acceptance by the Province of a Reimbursement Submission submitted by the Recipient, reimburse the Recipient for those Eligible Costs that the Recipient has incurred and paid from and including the Effective Date to and including the earlier of (i) the Project Completion Date; and (ii) the date of termination of the Agreement; and
- (e) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

4.2 Limitation on Payment of Funds. Despite section 4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificate of insurance or other proof as the Province may request pursuant to section 12.2;

- (b) the Province is not obligated to, and will not, provide any Funds unless, in the Province's sole opinion, the Site has been and continues to be designated as a Certified Site by the Province;
- (c) the Province is not obligated to reimburse any Eligible Costs for which a completed Reimbursement Submission has not been submitted to the Province;
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section 9.1; and
- (e) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section 14.1.

4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

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

4.4 Maintaining Designation Requirements. The Recipient shall continue to meet the Designation Requirements from and including the Effective Date to and including the Project Completion Date.

4.5 Maximum Funds. The Recipient acknowledges that the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds. The Recipient acknowledges that the Province has provided Funds to the Recipient in the

amount of \$7,733.24 under the Previous Program Agreement.

- 4.6 Funds Reimbursed.** The Recipient shall not submit a Reimbursement Submission in relation to Eligible Costs that have already been reimbursed under the Previous Program Agreement.
- 4.7 Reimbursement Submission.** The Recipient shall submit no later than 60 days after the Effective Date its first Reimbursement Submission.
- 4.8 Rebates, Credits, and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.
- 4.9 Availability of the Certified Site for Sale/Lease.** The Recipient agrees to keep the Certified Site available for sale or lease until the Project Completion Date.

5.0 OFFICIAL MARKS AND INTELLECTUAL PROPERTY

- 5.1 License Agreement.** The Recipient and the Province have entered into the License Agreement dated effective as of the date hereof and will perform and satisfy all covenants and obligations to be performed by it under the License Agreement.
- 5.2 Use of the Designation and Official Marks.**

Without limiting sections 5.3, 6.5, 6.6 and 6.7:

- (a) The Recipient shall not represent, either directly or indirectly through employees or associates or agents of the Recipient, in any Marketing Initiatives or in any verbal, written, print, digital, electronic or any other form of communication, that the Site is designated as a Certified Site: (i) prior to the Certification Designation Date; (ii) from and including the Suspension Date, and, if applicable, to but not including the later of the Re-Designation Date and the Renewed Compliance with the Minimum Eligibility Requirements Date; (iii) while the Site or the Certified Site as applicable fails to meet the Minimum Eligibility Requirements or the Designation Requirements; or (iv) as of date of termination or the Expiry Date of the Agreement.
- (b) The Recipient shall not use the Official Marks in association with the Certified Site in any Marketing Initiatives or in any verbal, written, print,

digital, electronic or any other form of communications: (i) prior to the Certification Designation Date; (ii) from and including the Suspension Date, and, if applicable, to but not including the later of the Re-Designation Date and the Renewed Compliance with the Minimum Eligibility Requirements Date; (iii) prior to the License Agreement being fully executed; (iv) while the Site or the Certified Site as applicable fails to meet the Minimum Eligibility Requirements or the Designation Requirements; (v) as of date of termination or expiry of the License Agreement; or (vi) as of date of termination or the Expiry Date of the Agreement.

- (c) The Recipient shall not at any time represent, either directly or indirectly through employees or associates or agents of the Recipient, in any Marketing Initiatives or other communications in any form or format, whether verbal, written, electronic, online, print, digital or otherwise with third parties or the public in general, that any property including the Site if applicable in whole or in part, other than the Certified Site, has received designation as a Certified Site, nor shall the Recipient use the Official Marks pursuant to the License Agreement in relation to any property including the Site if applicable in whole or in part, other than the Certified Site.

5.3 Marketing Initiatives.

- (a) The Recipient may use the Official Marks in any Marketing Initiatives, subject to and in accordance with the terms and conditions of the License Agreement and this Agreement including sections 5.2, 6.5, 6.6 and 6.7 herein.
- (b) At the request of the Province, the Recipient shall provide to the Province any draft or final versions of any Marketing Initiatives.
- (c) The Province may give written directions to require the Recipient to comply with the requirements of the License Agreement in relation to the use of the Official Marks by the Recipient in any Marketing Initiatives, which directions the Recipient shall comply with promptly.

5.4 Intellectual Property. The Recipient agrees that all Intellectual Property of the Province and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including images and data) provided by the Province to the Recipient shall remain the sole property of Her Majesty the Queen in right of Ontario.

- 5.5 Recipient or Third Party Intellectual Property.** To the extent that any Intellectual Property of the Recipient or any third party and every other right, title or interest in and to any concepts, techniques, ideas, information and materials, however recorded, including images and data of the Recipient or any third party (collectively “**Materials**”) has been provided in whole or in part by the Recipient to the Province, the Recipient grants to the Province a perpetual, world-wide, non-exclusive, irrevocable, transferrable, royalty-free, fully paid up right and license: (a) to use, modify, reproduce, display and distribute, in any form, those Materials; and (b) to authorize other persons including agents, contractors or sub-contractors, to do any of the former on behalf of the Province, the total consideration for which shall be the disbursement of Funds to the Recipient by the Province. The Recipient irrevocably waives in favour of the Province all rights of integrity and other moral rights in the Materials of the Recipient, for all time.
- 5.6 No Infringement.** The Recipient represents and warrants that the provision of the Materials shall not infringe or induce the infringement of any third party Intellectual Property rights. The Recipient further represents and warrants that it has obtained assurances with respect to any Intellectual Property of the Recipient or any third party that any rights of integrity or any other moral rights associated therewith have been waived.

6.0 ELIGIBILITY AND CHANGES TO THE SITE OR CERTIFIED SITE

6.1 Minimum Eligibility Requirements. For greater certainty and without limiting the Designation Requirements, the Site must satisfy the applicable Minimum Eligibility Requirements in order to be considered eligible for, and maintain, its designation as a Certified Site.

6.2 Notification. The Recipient will promptly notify the Province using the Site Change Notification Form in Schedule “G” to this Agreement of any event, change or circumstance that:

- (a) changes any information relating to the Minimum Eligibility Requirements or that may adversely affect the ability of the Site or the Certified Site as applicable to continue to meet the Minimum Eligibility Requirements;
- (b) changes any information relating to the Designation Requirements or that may adversely affect the ability of the Certified Site to continue to meet the Designation Requirements; or
- (c) changes any of the information that the Recipient provided to the Province in or in support of its application to the Program, which includes the documents the Recipient provided to the Province in satisfaction of the Transition Requirements.

6.3 Additional Information and Documents. The Recipient shall provide all additional information and documents required by the Province to evaluate the Site Change Notification Form. The Recipient acknowledges and agrees that acceptance of the proposed change(s) outlined in the Site Change Notification Form is at the sole discretion of the Province and additional due diligence or supporting documentation may be required prior to this acceptance.

6.4 Effect of Approved Site Change Notification Form. If the Province approves a Site Change Notification Form, the information about the Site or the Certified Site as applicable shall be deemed to be updated in the Province’s records as set out in the Site Change Notification Form from the date of the signature of the Province on the Site Change Notification Form. Approval of a Site Change Notification Form does not amend the Agreement and if as a result of the Province’s approval of the Site Change Notification Form, the Agreement needs to be amended, the Parties shall do so in accordance with Article 32.0.

6.5 Failure to continue to meet Minimum Eligibility Requirements.

Without limiting sections 5.2 and 5.3:

- (a) In the event that the Site or the Certified Site as applicable has failed to continue to meet the Minimum Eligibility Requirements,
- (i) the Province shall promptly send Notice to the Recipient thereof, which Notice shall confirm the Suspension Date – Minimum Eligibility Requirements.
 - (ii) the Recipient shall bring the Site or the Certified Site as applicable back into compliance with the Minimum Eligibility Requirements within a period of 60 days starting from the date of the Site Change Notification Form notifying the Province of the failure.
 - (iii) if the Recipient cannot bring the Site or the Certified Site as applicable back into compliance with the Minimum Eligibility Requirements in accordance with section 6.5(a)(ii), the Agreement shall terminate as of the end of the period of time referred to in section 6.5(a)(ii).
 - (iv) if the Recipient receives Notice from the Province that the Site or the Certified Site as applicable is back in compliance with the Minimum Eligibility Requirements, the Site or the Certified Site as applicable shall be in compliance as of the effective date set out in such Notice (the “**Renewed Compliance with the Minimum Eligibility Requirements Date**”).
- (b) If the Site fails to continue to meet the Minimum Eligibility Requirements and returns back into compliance with the Minimum Eligibility Requirements in accordance with section 6.5(a)(iv), the Province may, in its sole discretion, pay for the Recipient’s Eligible Costs reasonably incurred and paid from and including the Suspension Date – Minimum Eligibility Requirements to and including the Renewed Compliance with the Minimum Eligibility Requirements Date.
- (c) In the event that the Agreement is terminated in accordance with section 6.5(a)(iii), subject to any action the Province may take pursuant to section 15.2, the Province will pay for the Recipient’s Eligible Costs incurred and paid from and including the Effective Date to and including the Suspension Date – Minimum Eligibility Requirements, within 60 days after receipt and acceptance by the Province of a Reimbursement Submission therefor, provided that the Recipient submits the

Reimbursement Submission no later than the date that is 180 days after the termination of the Agreement. The Province may further demand that the Recipient immediately cease to use the Official Marks in any Marketing Initiatives and destroy copies of the Official Marks in its possession or under its control.

6.6 Failure to continue to meet Designation Requirements.

Without limiting sections 5.2 and 5.3:

- (a) If the Certified Site has failed to continue to meet the Designation Requirements,
 - (i) the Province shall promptly send Notice to the Recipient thereof, which Notice shall confirm the Suspension Date – Designation Requirements.
 - (ii) the Recipient shall bring the Certified Site back into compliance with the Designation Requirements within a period of 60 days starting from the date of the Site Change Notification Form notifying the Province of the failure.
 - (iii) if the Recipient cannot bring the Certified Site back into compliance with the Designation Requirements in accordance with section 6.6(a)(ii), the Agreement shall terminate as of the end of the period of time referred to in section 6.6(a)(ii).
- (b) In the event that the Agreement is terminated in accordance with section 6.6(a)(iii), subject to any action the Province may take pursuant to section 15.2, the Province will pay for the Recipient's Eligible Costs incurred and paid from and including the Effective Date to and including the Suspension Date – Designation Requirements, within 60 days after receipt and acceptance by the Province of a Reimbursement Submission therefor, provided that the Recipient submits the Reimbursement Submission no later than the date that is 180 days after the termination of the Agreement. The Province may further demand that the Recipient immediately cease to use the Official Marks in any Marketing Initiatives and destroy copies of the Official Marks in its possession or under its control.

6.7 Suspension of Designation as Certified Site.

Without limiting sections 5.2 and 5.3:

- (a) If the Recipient receives Notice under section 6.6(a)(i), the Certified Site shall cease to be designated as a Certified Site as of the Suspension Date – Designation Requirements.
- (b) If the Recipient receives Notice from the Province that the Site has been re-designated as a Certified Site, the Site shall be re-designated as a Certified Site as of the effective date set out in such Notice (the “**Re-Designation Date**”).
- (c) If the Site is re-designated as a Certified Site pursuant to section 6.7(b), the Province may, in its sole discretion, pay for the Recipient’s Eligible Costs reasonably incurred and paid from and including the Suspension Date – Designation Requirements to and including the Re-Designation Date.

7.0 RECIPIENT’S ACQUISITION OF GOODS OR SERVICES

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

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

8.0 CONFLICT OF INTEREST

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

8.2 Conflict of Interest Includes. For the purposes of this Article, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient’s decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

8.3 Disclosure to Province. The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

9.0 REPORTS, ACCOUNTING AND REVIEW

9.1 Preparation and Submission. The Recipient will:

- (a) submit to the Province all Reports in accordance with Schedule "C", or as specified by the Province from time to time;
- (b) submit to the Province at the email address referred to in section 18.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) where applicable, ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

9.2 Record Maintenance. The Recipient will keep and maintain:

- (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.

9.3 Inspection. The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon seventy-two hours' Notice to the Recipient and during normal business hours, visit and inspect the Site or the Certified Site as applicable or the Recipient's

premises, and enter upon the Site or the Certified Site as applicable or the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section 9.2;
- (b) remove any copies made pursuant to section 9.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

The Recipient agrees that the Province, its authorized representatives, or any independent auditor identified by the Province, when making visits or inspections of the Site or the Certified Site as applicable or the Recipient's premises, may take photographs or videos, including photographs or videos by drone.

9.4 Disclosure. To assist in respect of the rights provided for in section 9.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

9.5 No Control of Records. No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

9.6 Auditor General. For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to the *Auditor General Act* (Ontario).

10.0 COMMUNICATIONS REQUIREMENTS

10.1 Acknowledge Support. Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section 10.1(a) is in a form and manner as directed by the Province.

10.2 Publication. The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

10.3 Use of Site Information. Without requiring any further consent from the Recipient, the Recipient authorizes the Province, with respect to any communications, information or materials provided by the Recipient to the Province relating to the Project, the Site, the Certified Site or the Agreement (the “**Site Information**”), to:

- (a) copy, use and reproduce the Site Information for use in the Province’s internal inventory of properties until two years after the Expiry Date or the date of termination of the Agreement. If the Recipient requests that the Province remove the Site or the Certified Site as applicable from the inventory earlier, the authorization will end on the date of such request and subject to section 10.4, the Site Information will be removed from the inventory. If the Site or the Certified Site as applicable is still in the inventory, the Recipient authorizes the Province to contact the Recipient to refresh the information provided at any time until two years after the Expiry Date or the date of termination of the Agreement. The Recipient acknowledges and agrees that the purpose of the inventory is to enable the Province to promote properties for which an application under the Program has been submitted, whether designated as a Certified Site or not, to potential investors;
- (b) post the Site Information related to the Certified Site on-line on the Province’s domestic or international websites and social media channels;
- (c) include the Site Information in the Province’s Marketing Initiatives in relation to the Certified Site; and
- (d) provide the Site Information related to the Site, whether designated as a Certified Site or not, to any third party, including investment leads, potential investors, government officials who work in investment attraction and any other persons that may request the Site Information for a purpose in connection with the Program.

10.4 In the event that the Province uses any Site Information in its possession in accordance with section 10.3, it will do so on an as-is basis. The Recipient agrees and acknowledges that the Province may not change the applicable Site Information promptly in the event of any of the following:

- (a) a Site Change Notification Form is approved by the Province;
- (b) the Site or the Certified Site as applicable fails to continue to meet the Minimum Eligibility Requirements or the Designation Requirements either on a temporary or permanent basis;
- (c) the Recipient requests that the Province remove the Site or the Certified Site as applicable from the inventory within two years after the Expiry Date or the date of termination of the Agreement; or
- (d) the Agreement expires or is terminated.

11.0 INDEMNITY AND RELEASE

11.1 Indemnification. The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, 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 (i) the Project, (ii) the Program, (iii) any sale, transfer, lease or other transaction relating to the Site or the Certified Site, (iv) any communications in any form including the Marketing Initiatives related to the Site or the Certified Site, (v) the use of the Site Information, (vi) the Agreement, or (vii) the Previous Program Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

11.2 Recipient's Participation. The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

11.3 Province's Election. The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under the Agreement, at law, or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.

- 11.4 Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.
- 11.5 Recipient's Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations.
- 11.6 Release.** The Recipient:
- (a) on behalf of itself, its successors and assigns, releases and forever discharges the Releasees from any and all actions, causes of action, claims and demands for damages, indemnity, costs, interest and loss or injury of every nature and kind howsoever arising which the Recipient now has, may have had or may hereafter have arising from or in any way related to (i) the Project, (ii) any sale, transfer, lease or other transaction relating to the Site or the Certified Site, (iii) the Program, (iv) any communications in any form including the Marketing Initiatives related to the Site or the Certified Site, (v) the use of the Site Information, (vi) the Agreement, or (vii) the Previous Program Agreement;
 - (b) agrees not to make any claim or take any proceeding in connection with any of the claims released against any other person or corporation who might claim contribution or indemnity from the Releasees by virtue of the claim or proceeding; and
 - (c) understands and agrees that any consideration paid by the Releasees in connection with this release is deemed to be no admission whatever of liability or responsibility on the part of the Releasees and that any such liability or responsibility is denied.

12.0 INSURANCE

12.1 Recipient's Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the 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 will include the following:

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

12.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section 12.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section 12.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

13.0 TERMINATION ON NOTICE

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

13.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section 13.1, the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section 13.2(b); and
 - (ii) subject to section 4.5, provide Funds to the Recipient to cover such costs; and
- (d) demand that the Recipient immediately cease to use the Official Marks in any Marketing Initiatives and destroy copies of the Official Marks in its possession or under its control.

14.0 TERMINATION WHERE NO APPROPRIATION

14.1 Termination Where No Appropriation. If, as provided for in section 4.2(e), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

14.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section 14.1, the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 14.2(b); and
- (d) demand that the Recipient immediately cease to use the Official Marks in any Marketing Initiatives and destroy copies of the Official Marks in its possession or under its control.

14.3 No Additional Funds. If, pursuant to section 14.2 (c), the Province determines

that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

15.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

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

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds;
 - (iii) provide, in accordance with section 9.1, Reports or such other reports as may have been requested pursuant to section 9.1(b); or
 - (iv) deliver a Site Change Notification Form in accordance with section 6.2;
- (b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the Minimum Eligibility Requirements;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate;
- (e) if any representation, warranty or other information, including in any application material, provided by the Recipient to the Province in connection with this Agreement or for purposes of obtaining or maintaining for the Site a designation as a Certified Site, is or becomes materially untrue in any respect;
- (f) if the Recipient makes any representations regarding the Site or Certified

Site, as applicable, that in any way contravenes the terms and conditions of this Agreement or the License Agreement;

- (g) if the Recipient uses or displays any of the Official Marks in any way that is in contravention of the terms and conditions of this Agreement or the License Agreement;
- (h) the Recipient is in default under the License Agreement;
- (i) an application is made to amend the Official Plan or amend or vary the zoning by-law applicable to the Site or the Certified Site as applicable to allow for non-industrial uses, including but not limited to, residential, commercial, institutional or recreational uses;
- (j) the changes outlined in the Site Change Notification Form, other than changes that would cause the Site or the Certified Site as applicable to fail to continue to meet any of the Minimum Eligibility Requirements or Designation Requirements, are not accepted by the Province in its sole discretion;
- (k) the Recipient fails to bring the Site or the Certified Site as applicable back into compliance with the Minimum Eligibility Requirements in accordance with section 6.5(a)(ii); and
- (l) the Recipient fails to bring the Certified Site back into compliance with the Designation Requirements in accordance with section 6.6(a)(ii).

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

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;

- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but in the sole opinion of the Province did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient;
- (j) cancel and revoke the designation as a Certified Site and the Recipient's right to use the Official Marks; and
- (k) demand that the Recipient immediately cease to use the Official Marks in any Marketing Initiatives and destroy copies of the Official Marks in its possession or under its control.

15.3 Opportunity to Remedy. If, in accordance with section 15.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

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

15.4 Recipient not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 15.2(b), and:

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

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 15.2(a), (c), (d), (e), (f), (g), (h), (i), (j) and (k).

15.5 When Termination Effective. Termination under this Article will take effect as provided for in the Notice.

16.0 FUNDS UPON EXPIRY

16.1 Funds Upon Expiry. The Recipient will, upon the Expiry Date, pay to the Province any Funds remaining in its possession or under its control.

17.0 DEBT DUE AND PAYMENT

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

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

17.2 Debt Due. If, pursuant to the Agreement:

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

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

17.3 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

17.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address referred to in section 18.1.

17.5 Fails to Repay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct

any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

18.0 NOTICE

18.1 Notice in Writing and Addressed. Notice will be in writing and will be delivered by email, postage-prepaid mail, or personal delivery and will be addressed to the Province and the Recipient respectively as set out below, or as either Party later designates to the other by Notice:

To the Province:

Ministry of Economic
Development, Job Creation and
Trade

2 Queen Street East, 4th Floor
Toronto, Ontario M5C 3G7

Attention: Investment Ready:
Certified Site Program

Email:
InvestmentReady@ontario.ca

To the Recipient:

The Corporation of the City of
Temiskaming Shores

325 Farr Drive
P.O. Box 2050

Haileybury, ON P0J 1K0

Attention: James Franks,
Economic Development Officer

Email:
jfranks@temiskamingshores.ca

18.2 Notice Given. Notice will be deemed to have been given:

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

18.3 Postal Disruption. Despite section 18.2(a), in the event of a postal disruption:

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

19.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

19.1 Consent. When the Province provides its consent pursuant to the Agreement,

it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

20.0 SEVERABILITY OF PROVISIONS

20.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

21.0 WAIVER

21.1 Waiver Request. Either Party may, in accordance with the Notice provision set out in Article 18.0, ask the other Party to waive an obligation under the Agreement.

21.2 Waiver Applies. Any waiver a Party grants in response to a request made pursuant to section 21.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

22.0 INDEPENDENT PARTIES

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

23.0 ASSIGNMENT OF AGREEMENT OR FUNDS

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

23.2 Agreement Binding. All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

24.0 GOVERNING LAW

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

25.0 FURTHER ASSURANCES

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

26.0 JOINT AND SEVERAL LIABILITY

26.1 Joint and Several Liability. Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

27.0 RIGHTS AND REMEDIES CUMULATIVE

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

28.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

28.1 Other Agreements. If the Recipient:

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

requirements of such other agreement; and

(d) such Failure is continuing,

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

29.0 SURVIVAL

29.1 Survival. The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0 and any other applicable definitions, section 2.1 (a), section 4.2(e), 4.5, section 5.2, Article 6.0, section 9.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections 9.2, 9.3, 9.4, 9.5, 9.6, Article 10.0, Article 11.0, section 13.2, sections 14.2 and 14.3, sections 15.1, 15.2(d), (e), (f), (g), (h) and (k), Article 17.0, Article 18.0, Article 20.0, Article 21.0, section 23.2, Article 24.0, Article 26.0, Article 27.0, Article 28.0, Article 29.0, Article 30.0, Article 32.0, Article 34.0 and Article 35.0.

30.0 ENTIRE AGREEMENT

30.1 This Agreement, including:

Schedule "A" -	Project Description and Timelines
Schedule "B" -	Budget
Schedule "C" -	Reports
Schedule "D" -	Eligible Costs
Schedule "E" -	Legal Description of the Site
Schedule "F" -	Reimbursement Submission
Schedule "G" -	Site Change Notification Form
Schedule "H" -	Post-Designation Annual Report
Schedule "I" -	Post-Designation Check-In
Schedule "J" -	Change Request Form
Schedule "K" -	Visual Depiction of the Site
Schedule "L" -	Additional Designation Requirements

any amending agreement entered into as provided for below and any document incorporated by reference,

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, including the Previous Program Agreement.

30.2 Certification Instructions and Requirements. The Recipient acknowledges having read and understood and agrees to be bound by the terms and conditions of the Certification Instructions and Requirements, as it may be amended from time to time in accordance with section 32.1(b), which is incorporated and made an integral part of this Agreement.

30.3 Conflict or Inconsistency. In the event of a conflict or inconsistency between the Agreement without the Certification Instructions and Requirements and the Certification Instructions and Requirements, the Agreement without the Certification and Instructions will prevail.

31.0 COUNTERPARTS

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

32.0 AMENDING THE AGREEMENT

32.1 The Agreement may only be amended in accordance with the following:

- (a) amendments to the municipal address, legal description or PIN of the Site or the Certified Site as applicable, or the period of time referred to in section 6.5(a)(ii) or section 6.6(a)(ii) shall be made using the Change Request Form, substantially in the form set out in Schedule “J” of the Agreement. In the event the Province signs the Change Request Form, the Agreement shall be amended accordingly.
- (b) the Province may unilaterally amend the Certification Instructions and Requirements and the Agreement shall be amended accordingly. The Recipient agrees and acknowledges that no notice shall be required to be made to the Recipient in the event of any amendments to the Certification Instructions and Requirements and that no further agreement by the Recipient whether in writing or otherwise is required for the consequent amendments to the Agreement.

- (c) subject to sections 32.1(a) and (b), all other amendments to the Agreement may only be made by written agreement duly executed by the Parties.

33.0 ACKNOWLEDGEMENT

33.1 The Recipient acknowledges that:

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

34.0 INDEPENDENT LEGAL ADVICE

- 34.1 Independent legal advice.** The Recipient acknowledges that the Province has provided the Recipient with a reasonable opportunity to obtain independent legal advice with respect to the Agreement, and that either: (a) the Recipient has obtained such independent legal advice prior to executing the Agreement, or; (b) the Recipient has willingly chosen not to obtain such advice and to execute the Agreement without having obtained such advice.

35.0 OPEN DATA

35.1 Open data. The Recipient agrees that the Province may publicly release the following information, whether in hard copy or in electronic form, on the internet or otherwise: Recipient name, Recipient contact information, Recipient address or general location, amount of Maximum Funds and/or Funds, Project description, including the Timelines table in Schedule “A”, Project results reported by the Recipient, legal description of the Site or the Certified Site as applicable and Budget.

36.0 TIME

36.1 Time. Time is of the essence of this Agreement and no extension or amendment of this Agreement operates as a waiver of this provision.

- SIGNATURE PAGE FOLLOWS -

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

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Minister of
Economic Development, Job Creation and Trade**

Date

Name: Carla Tsambourlianos

Title: Director of Foreign Direct Investment Services
Branch

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

Date

Name:

Title:

Date

Name:

Title:

I/We have authority to bind the Recipient.

SCHEDULE “A”

PROJECT DESCRIPTION AND TIMELINES

Background

The Province implements the Program, which is a discretionary, non-entitlement program with limited funding. The purpose of the Program is to promote to prospective investors an inventory of industrial properties that meet the Program’s Minimum Eligibility Requirements and Designation Requirements and are designated as Certified Sites.

The program guidelines for the Program were updated in November 2016. The Recipient was a previous participant in the Program and received \$7,733.24 in funding under the Previous Program Agreement. In order to reflect the changes made to the program guidelines and transition the Recipient into the updated Program, the Province, by way of a letter dated April 23, 2018 (the “**Transition Letter**”), gave the Recipient the opportunity to enter into this Agreement upon satisfaction of the conditions precedent set out in the Transition Letter. The Recipient satisfied the conditions precedent and the Previous Program Agreement was terminated as of May 1, 2018, with its provisions surviving in accordance with the terms and conditions of the Previous Program Agreement.

Project Description

The project (the “**Project**”) consists of the processes and activities undertaken by the Recipient to complete, deliver and comply with all Designation Requirements to obtain and maintain a Certified Site designation for the Site for a maximum period of four (4) years or until the Site or the Certified Site as applicable is legally transferred or leased to another person or until the Agreement is terminated. The Recipient has been carrying out the activities under the Previous Program Agreement, which formed part of the Project.

When a Site has been designated as a Certified Site, this indicates that the Recipient has provided the Province with satisfactory Site-related information described in the Certification Instructions and Requirements and has otherwise satisfied the Designation Requirements. The Province may make use of the Site-related information in accordance with the terms and conditions of the Agreement and the Recipient, at its discretion, may choose to distribute information and documents required by the Province in relation to the Program to prospective investors.

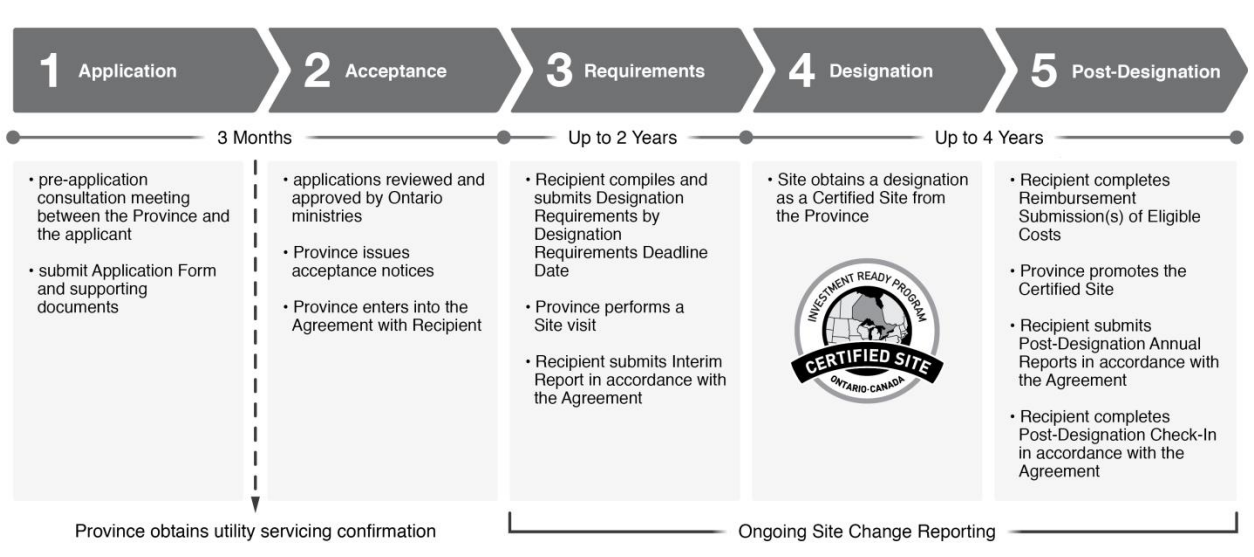
Once a Site has been designated as a Certified Site, the Recipient may undertake Marketing Initiatives in relation to the Certified Site and the Province may reimburse the

costs for such Marketing Initiatives in accordance with the terms and conditions of the Agreement. The Marketing Initiatives may include but is not limited to the following:

- News releases and announcements
- Editorial articles in local newspapers and newsletters
- Street-level signage
- Brochures
- Website profiles and interactive maps

Project Workflow

The following diagram provides a general overview of the certification process for the updated Investment Ready: Certified Site Program. For a detailed description of the Program’s rules and guidelines, please refer to the Certification Instructions and Requirements. This diagram may not be applicable to the process followed by Recipients transitioning into the updated Program.



Timelines

Unless otherwise defined herein, all capitalized terms in the table below shall have the meaning set out in the Certification Instructions and Requirements.

The Recipient has completed the following by the Certification Designation Date:

Required Documents for Designation as a Certified Site	
Land use planning	Official Plan and zoning by-law information
	Plan of subdivision (if applicable)
	Environmental Site Assessment (ESA)
	Archaeological Assessment
	Other assessments (if applicable). Please list:
Information about the Site	Property survey and legal description
	Parcel register
	Title search opinion or a certificate of title
	Property maps that depict the following elements: <ul style="list-style-type: none"> • Location and Site boundaries • Net developable area • Contextual map • Aerial photograph or video • Topographic • Transportation network and access to the Site
Site Servicing	Sanitary, water and wastewater service letter from the municipality
	Telecommunication service letter NorthernTel Limited Partnership
	Natural gas service letter Union Gas Limited
	Hydroelectricity service letter Hydro One Networks Inc.

SCHEDULE "B"

BUDGET

Unless otherwise defined herein, all capitalized terms below shall have the meaning set out in the Agreement, including the Certification Instructions and Requirements.

Budget Overview

Breakdown of Expenses	Estimated or Actual Costs (\$)	Estimated or Actual Program Reimbursement (\$)	Expected or Actual Costs to Recipient (\$)
Reimbursement received under the Previous Program Agreement	17,502.90	7,733.24	9,769.66
Completion of Transition Requirements			
Maintenance of Designation Requirements			
Marketing Initiatives			
Total			

Maintenance of Designation Requirements

Maintenance of Designation Requirements		Estimated Costs (\$)
Land use planning	Environmental Site Assessment (ESA)	
	Archaeological Assessment	
	Other Assessments (if applicable). Please list:	
Information about the	Property survey and legal description	
	Parcel register	

Certified Site	Title search opinion or a certificate of title	
	Property maps that depict the following elements: <ul style="list-style-type: none"> • Location and Certified Site boundaries • Net developable area • Contextual map • Aerial photograph or video • Topographic • Transportation network and access to the Certified Site 	
Certified Site Servicing	Sanitary, water and wastewater service letter from the municipality	
	Telecommunication service letter Company Name: <u>NorthernTel Limited Partnership</u>	\$0
	Natural gas service letter Company Name: <u>Union Gas Limited</u>	\$0
	Hydroelectricity service letter Company Name: <u>Hydro One Networks Inc.</u>	\$0
Estimated Total Costs To Maintain Designation Requirements:		

Marketing Initiatives

Marketing Initiatives		Estimated Costs (\$)
1.		
2.		
3.		
4.		
5.		
Estimated Total Costs for Marketing Initiatives:		

SCHEDULE “C”

REPORTS

REPORTING REQUIREMENTS

Name of Reports	Due Date	Format
Post-Designation Annual Report	Each anniversary of the Effective Date	Electronic submission of the Post-Designation Annual Report, substantially in the form set out in Schedule “H”
Post-Designation Check-in	Not Required	Please refer to the requirements in Schedule “I”, if required
Reimbursement Submission	See section 4.7 of the Agreement for the due date of the first Reimbursement Submission. For all subsequent Reimbursement Submissions, please provide at any time prior to the Expiry Date.	Electronic submission of Schedule “F”

REPORT DETAILS

All Reports shall be submitted electronically to: InvestmentReady@ontario.ca unless otherwise directed by the Province.

SCHEDULE “D”

ELIGIBLE COSTS

Unless otherwise defined herein, all capitalized terms below shall have the meaning set out in the Agreement, including the Certification Instructions and Requirements.

ELIGIBLE COSTS:

- Eligible Costs must be directly related to the Project and be actual cash outlays that are incurred and paid by the Recipient to third parties that are documented through paid invoices and proofs of payment acceptable to the Province and are not to exceed fair market value.
- The Province shall require evidence of costs incurred and paid for in accordance with the terms of the Agreement.

Eligible Costs include:

Unreimbursed Eligible Costs under the Previous Program Agreement

Eligible Costs under the Previous Program Agreement that have not been reimbursed by the Province.

Transition Requirements

Eligible Costs for the completion of the Transition Requirements are costs relating to provision of the documents by the Recipient to the Province in satisfaction of the Transition Requirements.

Designation Requirements and Maintenance

Eligible Costs for the maintenance of designation as a Certified Site (to enable the Site or the Certified Site as applicable to continue to meet the Program’s requirements) include assessments and documentation prepared by qualified professionals for the following services:

- Mapping (topographic map, environmental context map, Net Developable Area map).
- Aerial photograph or video of the Site or the Certified Site as applicable with parcel boundary clearly shown.
- Parcel register and accompanying property index map for each parcel.

- Plan of Survey
- Legal fees (including contract and fees associated with updating information required to maintain designation, for example, the title opinion or a certificate of title).
- Surveyor's real property report.
- Environmental Site Assessments (ESA).
- Archaeological Assessments.
- Production of copies of municipal documents and digital mapping (i.e. copies of draft Plan of Subdivision)
- Project management fees.
- Additional documentation, studies and/or assessments in cases where the Province determines further documentation or studies and/or assessments are necessary pursuant to this Agreement.

Marketing Initiatives

Reimbursement for Marketing Initiatives costs is intended to offset costs associated with developing Marketing Initiatives specific to the Certified Site and the Program, targeting potential investors and the real estate business community.

Eligible Costs for Marketing Initiatives include:

- Certified Site-specific advertising. Creative design for advertising must be coordinated with the Province and receive approval from the Province prior to placement.
- Certified Site-specific street-level signage.
- Photography, graphic images and renderings of the Certified Site such as drone photography, digital conceptual renderings, and concept plans.
- Development of promotional materials to promote the Certified Site such as brochures, videos, business cases, presentations and pop-up banners, including printing, pressing CDs or DVDs, USB keys and recording of videos.
- Translation into English, French or other languages of Marketing Initiatives materials (i.e. brochures) or website content promoting the Certified Site.
- Software, mobile application or website customization to incorporate references to the Certified Site including the Official Marks (excluding the cost of software licenses or off-the-shelf add-on modules).

- Costs associated with developing and providing Certified Site-related material to support visits to the Site or the Certified Site as applicable, request for information responses and follow ups after the visits to the Site or the Certified Site as applicable.
- Cost of advertisement placement in any media. Plans to purchase media of any kind must be coordinated with the Province and receive approval from the Province prior to placement.
- Creative services related to the development of the Marketing Initiatives described above.

INELIGIBLE COSTS

All costs that are not Eligible Costs are ineligible costs. The following are provided as examples for further clarification:

- Infrastructure or capital costs related to bringing the Site or the Certified Site as applicable up to eligibility and property standards, maintenance and property taxes.
- Capital costs: infrastructure development, capital expenditures to acquire or enhance assets, software licenses, electronics (including computers, fax, machines, drones, digital cameras), and demonstration aids. Capital costs include the direct costs of acquisition, construction, expansion, modification, conversion, transportation, installation and insurance (during construction) of fixed assets, as well as the cost of licensing and franchising fees.
- Costs paid to an Ontario Ministry, Ontario agency or Crown corporation.
- Travel costs and accommodations incurred by the Recipient or third party consultants as a result of the preparation of the Application Form, designation maintenance or Marketing Initiatives (international or domestic).
- Ongoing operational expenses including labour costs, office and overhead expenses (e.g. salaries, wages, including those of staff working on the Project).
- Costs not incurred in Ontario, except when the only supplier(s) of services are outside of Ontario with proof and prior written approval from the Province.
- Entertainment expenses, meals or alcoholic beverages.
- In-kind contributions.
- Costs, including taxes, for which the Recipient has received, will receive or is eligible to receive a rebate, credit or refund.

- Consultant fees are ineligible where there is an indication of an employer-employee relationship to be determined by the Province in its sole discretion.
- Miscellaneous: activities for which one or more persons expect to receive compensation in the form of a commission or finder's fee.
- Fees associated with municipal planning applications unless required and pre-approved in writing by the Province.
- Costs that have already been reimbursed by the Province to the Recipient under the Previous Program Agreement.

Ineligible Costs for Marketing Initiatives

In addition to the types of ineligible costs set out above, the following costs are also ineligible:

- Market research activities associated with general investment attraction, retention and expansion, strategic planning and general economic development.
- Collection or purchase of statistical data that do not directly support Marketing Initiatives of the Certified Site.
- Regular website maintenance and updating web content, website hosting, software licensing.
- Premiums and corporate gifts including events, shows and concert tickets, Recipient branded items, cups, mugs and pens.
- Postage, including postage for direct mail campaigns.
- Participation in trade shows or conferences, including registration fees for trade shows or conferences; booth design, purchase and assembly; shipping and design of general, non-Certified Site related promotional material specifically for a trade show; overhead costs such as pre-show mailing, stationery and long distance phone calls; research to target companies at a trade show; consultant costs for organizing outgoing missions (including training participants); consultant costs to develop business cases for follow up with potential investors after a trade show.
- Sponsorships.

STACKING OF FUNDS

Stacking of Provincial support will be considered on a case by case basis. Stacking of funding from complementary programs may be acceptable to the Province, in its sole discretion, for Eligible Costs that: (a) are ineligible costs in such complementary

programs; and (b) will not be reimbursed by the Province of Ontario under such programs.

SCHEDULE "E"

LEGAL DESCRIPTION OF THE SITE

Legal Description

Please see legal description in the Site's parcel register(s) attached in Appendix 1 to this Schedule "E".

Property Identification Number ("PIN")

Please see PIN(s) in the Site's parcel register(s) attached in Appendix 1 to this Schedule "E".

Known unregistered encumbrances, encroachments (easements):

None

APPENDIX 1

PARCEL REGISTER(S) FOR THE SITE

PIN 61335-0437 (LT)

Ontario ServiceOntario		LAND REGISTRY OFFICE #54		61335-0437 (LT)		PAGE 1 OF 1 PREPARED FOR TEMISKAMING SHORES ON 2018/02/26 AT 12:36:25	
PROPERTY DESCRIPTION: PT S 1/2 LT 6, CON 1 DYMOND BEING PT 3, 54R5639 EXCEPT PT 1, 54R5839; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 15, 16, 17 54R5727 AS IN DT44916; CITY OF TEMISKAMING SHORES							
PROPERTY REMARKS: CROWN GRANT SEE TP219.							
ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE		RECENTLY: DIVISION FROM 61335-0408		PIN CREATION DATE: 2016/03/30			
OWNERS' NAMES THE CORPORATION OF THE CITY OF TEMISKAMING SHORES		CAPACITY SHARE					
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD	
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **							
54R5639	2012/08/31	PLAN REFERENCE				C	
54R5727	2013/11/29	PLAN REFERENCE				C	
DT44916	2014/04/03	TRANSFER EASEMENT		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	HYDRO ONE NETWORKS INC.	C	
DT45036	2014/04/14	TRANSFER		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	C	

PIN 61335-0436 (LT)

Ontario ServiceOntario		LAND REGISTRY OFFICE #54		61335-0436 (LT)		PAGE 1 OF 1 PREPARED FOR TEMISKAMING SHORES ON 2018/02/26 AT 12:36:01	
PROPERTY DESCRIPTION: PT S 1/2 LT 6, CON 1 DYMOND BEING PT 1, 54R5839; CITY OF TEMISKAMING SHORES							
PROPERTY REMARKS: CROWN GRANT SEE TP219.							
ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE		RECENTLY: DIVISION FROM 61335-0408		PIN CREATION DATE: 2016/03/30			
OWNERS' NAMES THE CORPORATION OF THE CITY OF TEMISKAMING SHORES		CAPACITY SHARE					
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD	
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **							
54R5839	2015/04/07	PLAN REFERENCE				C	
DT53860	2016/03/03	TRANSFER		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	C	

PIN 61335-0430 (LT)

Ontario ServiceOntario		LAND REGISTRY OFFICE #54		61335-0430 (LT)		PAGE 1 OF 1 PREPARED FOR TEMISKAMING SHORES ON 2018/02/26 AT 12:35:33	
PROPERTY DESCRIPTION: PT S 1/2 LT 6 CON 1 DYMOND PT 1 54R5776; TEMISKAMING SHORES; DISTRICT OF TEMISKAMING;							
PROPERTY REMARKS: CROWN GRANT SEE TP219.							
ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE		RECENTLY: DIVISION FROM 61335-0406		PIN CREATION DATE: 2014/08/08			
OWNERS' NAMES THE CORPORATION OF THE CITY OF TEMISKAMING SHORES		CAPACITY SHARE					
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD	
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **							
54R5776	2014/07/16	PLAN REFERENCE	570			C	
DT46316	2014/07/23	TRANSFER		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	C	

PIN 61335-0414 (LT)

Ontario ServiceOntario		LAND REGISTRY OFFICE #54		61335-0414 (LT)		PAGE 1 OF 1 PREPARED FOR TEMISKAMING SHORES ON 2018/02/26 AT 12:34:52	
<p>PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER</p> <p>* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *</p>							
<p>PROPERTY DESCRIPTION: PT S 1/2 LT 6 CON 1 DYMOND PT 9 54R5639; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING; SUBJECT TO AN EASEMENT IN GROSS OVER PT 22 54R5727 AS IN DT44916</p>							
<p>PROPERTY REMARKS: CROWN GRANT SEE TP219.</p>							
ESTATE/QUALIFIER:		RECENTLY:		PIN CREATION DATE:			
FEE SIMPLE ABSOLUTE		DIVISION FROM 61335-0405		2014/04/14			
OWNERS' NAMES		CAPACITY SHARE					
THE CORPORATION OF THE CITY OF TEMISKAMING SHORES							
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHRD	
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **							
54R5639	2012/08/31	PLAN REFERENCE				C	
54R5727	2013/11/29	PLAN REFERENCE				C	
DT44916	2014/04/03	TRANSFER EASEMENT		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	HYDRO ONE NETWORKS INC.	C	
DT45036	2014/04/14	TRANSFER		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	C	


PIN 61335-0413 (LT)

Ontario ServiceOntario		LAND REGISTRY OFFICE #54		61335-0413 (LT)		PAGE 1 OF 1 PREPARED FOR JSandham ON 2018/02/26 AT 11:58:52	
<p>PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER</p> <p>* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *</p>							
<p>PROPERTY DESCRIPTION: PT S 1/2 LT 6 CON 1 DYMOND PT 8, 54R5639; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING; SUBJECT TO AN EASEMENT IN GROSS OVER PT 21 54R5727 AS IN DT44916</p>							
<p>PROPERTY REMARKS: CROWN GRANT SEE TP219.</p>							
ESTATE/QUALIFIER:		RECENTLY:		PIN CREATION DATE:			
FEE SIMPLE ABSOLUTE		DIVISION FROM 61335-0405		2014/04/14			
OWNERS' NAMES		CAPACITY SHARE					
THE CORPORATION OF THE CITY OF TEMISKAMING SHORES							
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHRD	
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **							
54R5639	2012/08/31	PLAN REFERENCE				C	
54R5727	2013/11/29	PLAN REFERENCE				C	
DT44916	2014/04/03	TRANSFER EASEMENT		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	HYDRO ONE NETWORKS INC.	C	
DT45036	2014/04/14	TRANSFER		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	C	


PIN 61335-0412 (LT)

Ontario ServiceOntario		LAND REGISTRY OFFICE #54		61335-0412 (LT)		PAGE 1 OF 1 PREPARED FOR JSandham ON 2018/02/26 AT 11:58:20	
<p>PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER</p> <p>* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *</p>							
<p>PROPERTY DESCRIPTION: PT S 1/2 LT 6 CON 1 DYMOND PT 7 54R5639; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING</p>							
<p>PROPERTY REMARKS: CROWN GRANT SEE TP219.</p>							
ESTATE/QUALIFIER:		RECENTLY:		PIN CREATION DATE:			
FEE SIMPLE ABSOLUTE		DIVISION FROM 61335-0405		2014/04/14			
OWNERS' NAMES		CAPACITY SHARE					
THE CORPORATION OF THE CITY OF TEMISKAMING SHORES							
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHRD	
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **							
54R5639	2012/08/31	PLAN REFERENCE				C	
DT45036	2014/04/14	TRANSFER		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	C	


PIN 61335-0411 (LT)

		LAND REGISTRY OFFICE #54	PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER 61335-0411 (LT)	PAGE 1 OF 1 PREPARED FOR JSandham ON 2018/02/26 AT 11:57:39		
* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *						
PROPERTY DESCRIPTION: PT S 1/2 LT 6 CON 1 DYMOND PT 6 54R5639; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 19, 20, 54R5727 AS IN DT44916						
PROPERTY REMARKS: CROWN GRANT SEE TP219.						
ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE		RECENTLY: DIVISION FROM 61335-0405		PIN CREATION DATE: 2014/04/14		
OWNERS' NAMES THE CORPORATION OF THE CITY OF TEMISKAMING SHORES			CAPACITY SHARE			
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
54R5639	2012/08/31	PLAN REFERENCE				C
54R5727	2013/11/29	PLAN REFERENCE				C
DT44916	2014/04/03	TRANSFER EASEMENT		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	HYDRO ONE NETWORKS INC.	C
DT45036	2014/04/14	TRANSFER		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	C


PIN 61335-0410 (LT)

		LAND REGISTRY OFFICE #54	PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER 61335-0410 (LT)	PAGE 1 OF 1 PREPARED FOR JSandham ON 2018/02/26 AT 11:56:28		
* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *						
PROPERTY DESCRIPTION: PT S 1/2 LT 6 CON 1 DYMOND PT 5 54R5639; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 19, 54R5727 AS IN DT44916						
PROPERTY REMARKS: CROWN GRANT SEE TP219.						
ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE		RECENTLY: DIVISION FROM 61335-0405		PIN CREATION DATE: 2014/04/14		
OWNERS' NAMES THE CORPORATION OF THE CITY OF TEMISKAMING SHORES			CAPACITY SHARE			
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
54R5639	2012/08/31	PLAN REFERENCE				C
54R5727	2013/11/29	PLAN REFERENCE				C
DT44916	2014/04/03	TRANSFER EASEMENT		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	HYDRO ONE NETWORKS INC.	C
DT45036	2014/04/14	TRANSFER		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	C

PIN 61335-0409 (LT)

		LAND REGISTRY OFFICE #54	PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER 61335-0409 (LT)	PAGE 1 OF 1 PREPARED FOR JSandham ON 2018/02/26 AT 11:55:57		
* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *						
PROPERTY DESCRIPTION: PT S 1/2 LT 6 CON 1 DYMOND PT 4 54R5639; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING						
PROPERTY REMARKS: CROWN GRANT SEE TP219.						
ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE		RECENTLY: DIVISION FROM 61335-0405		PIN CREATION DATE: 2014/04/14		
OWNERS' NAMES THE CORPORATION OF THE CITY OF TEMISKAMING SHORES			CAPACITY SHARE			
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
54R5639	2012/08/31	PLAN REFERENCE				C
DT45036	2014/04/14	TRANSFER		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	C

PIN 61335-0407 (LT)

		LAND REGISTRY OFFICE #54 61335-0407 (LT)		PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER		PAGE 1 OF 1 PREPARED FOR Jsandham ON 2018/02/26 AT 11:54:53		
* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *								
PROPERTY DESCRIPTION: PT 5 1/2 LT 6 CON 1 BYMOND PT 2 54R5639; TEMISKAMING SHORES; DISTRICT OF TEMISKAMING								
PROPERTY REMARKS: CROWN GRANT SEE TP219.								
ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE		RECENTLY: DIVISION FROM 61335-0405		FILE CREATION DATE: 2014/04/14				
OWNERS' NAMES THE CORPORATION OF THE CITY OF TEMISKAMING SHORES		CAPACITY SHARE						
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM		PARTIES TO		CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **								
54R5639	2012/08/31	PLAN REFERENCE						C
DT45036	2014/04/14	TRANSFER		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES		THE CORPORATION OF THE CITY OF TEMISKAMING SHORES		C

SCHEDULE “F”

REIMBURSEMENT SUBMISSION

TO: Investment Ready: Certified Site Program
Ontario Investment Office
Ministry of Economic Development, Job Creation and Trade

2 Queen Street East, 4th Floor
Toronto, Ontario M5C 3G7

RE: Agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade (the “Province”) and the Corporation of the City of Temiskaming Shores (the “Recipient”) effective the 2nd day of May, 2018 (the “Agreement”)

Unless otherwise defined herein, all capitalized terms below shall have the meaning set out in the Agreement, including the Certification Instructions and Requirements.

1 Site or Certified Site Information

- Please attach a copy of Schedule “E” from the executed Agreement.

2 Key Dates

Agreement’s Effective Date: May 2, 2018

Certification Designation Date: November 7, 2016

Project Completion Date: November 7, 2020

3 Program Status

This Reimbursement Submission applies to one or more of the following types of Eligible Costs:

- Completion of the Transition Requirements
- Maintenance of Designation Requirements and Minimum Eligibility Requirements
- Marketing Initiatives
- Eligible costs incurred under the Previous Program Agreement

4 Electronic Transfer Payment Registration

All disbursements made under the Agreement are by direct deposit payments, also known as electronic funds transfers (EFTs). Direct deposit payments provide quick service to recipients. The Recipient will receive email notifications for each direct deposit payment.

The Recipient shall register for EFTs by completing the tables below and attaching a scanned PDF copy of a void cheque/stamped bank letter.

If the Recipient is already receiving payments from the Government of Ontario please provide its assigned supplier number, which can be found in a previous cheque or EFT separate remittance advice details.

Please select the most appropriate statement from the following:

- Option 1: A supplier account has already been established for the Recipient.
Supplier Account Number: _____
- Option 2: It is not known if a supplier account has been established for the Recipient.
- Option 3: The Recipient has never received transfer payments from the Government of Ontario.

If option 2 or 3 was selected, please complete the following tables:

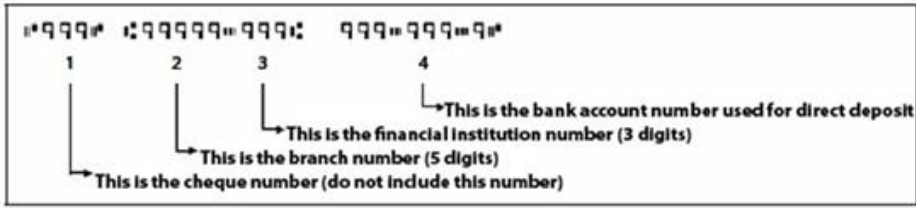
Recipient* Information	
Recipient's Legal Name:	
Trade Name, Division, Branch, Department (if applicable):	
9-Digit CRA Business Number (if applicable):	

Recipient Legal Entity Type (check one):	<input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership* <input type="checkbox"/> Trust <input type="checkbox"/> Other: _____
Address:	
City:	
Province:	
Postal Code:	
Contact Name:	
Contact's Email:	
Business Phone Number:	
Business Fax Number:	

* If the Recipient is a limited partnership, please also include the general partner's information

Financial Institution Information	
Name of Institution:	
Address:	
City:	
Province:	
Postal Code:	
Branch Number*:	
Bank Number*:	
Account Number*:	

* Please review the information below to locate the requested information:



1. The first three numbers at the bottom of the cheque are the cheque number (do not include these numbers)
2. The next five numbers are the branch number
3. The next three numbers are the financial institution number
4. The remaining numbers are the bank account number used for direct deposit

- A scanned PDF copy of a void cheque/stamped bank letter is attached with this Reimbursement Submission.

5 Details of Expenses

For a complete description of Eligible Costs and reimbursement rules, refer to the Agreement.

Please ask all service providers to reference details of expenses on all invoices including a reference to the Site or the Certified Site as applicable (i.e. legal description or municipal address) for which the work is being completed.

Complete each table with the necessary detail for reimbursement. Municipalities should note that only the non-exempted portion of the HST should be included. Include all applicable invoices with the Reimbursement Submission.

1.0 Legal Expenses

#	Service Provider	Date (Month- Date- Year)	Subtotal of Service (\$0.00)	HST (\$0.00)	Total (\$0.00)
1.1					
1.2					
1.3					
1.4					
1.5					
Total Legal Expenses:					

- Invoices are labelled accordingly and are attached.

2.0 Land Use Planning Expenses

#	Service Provider	Date (Month- Date- Year)	Subtotal of Service (\$0.00)	HST (\$0.00)	Total (\$0.00)
2.1					
2.1					
2.2					
2.3					
2.5					
2.6					
2.7					
2.8					
Total Land Use Planning Expenses:					

Invoices are labelled accordingly and are attached.

3.0 Technical Report Expenses

#	Service Provider	Date (Month- Date- Year)	Subtotal of Service (\$0.00)	HST (\$0.00)	Total (\$0.00)
3.1					
3.2					
3.3					
3.4					
3.5					
Subtotal for Environmental Site Assessment (ESA):					
3.6					
3.7					
3.8					
3.9					
3.10					

Subtotal for Archaeological Assessment:							
3.11							
3.12							
3.13							
3.14							
3.15							
Subtotal for Other Assessments:							
Total Technical Report Expenses:							

Invoices are labelled accordingly and are attached.

4.0 Marketing Initiatives Expenses

Note: The Province will reimburse the Recipient for 50% of Eligible Costs for Marketing Initiatives up to \$10,000 (which amount, for further clarification, is part of the Maximum Funds) that, notwithstanding the definition of Eligible Costs in the Agreement, have been incurred and paid from and including the Certification Designation Date to and including the earlier of (i) the Project Completion Date; and (ii) the date of termination of the Agreement.

#	Service Provider	Date (Month-Date-Year)	Subtotal of Service (\$0.00)	HST (\$0.00)	Total (\$0.00)
4.1					
4.2					
4.3					
4.4					
4.5					
Total Marketing Initiatives Expenses:					

Invoices are labelled accordingly and are attached.

5.0 Miscellaneous Expenses

#	Service Provider	Date (Month-Date-Year)	Subtotal of Service (\$0.00)	HST (\$0.00)	Total (\$0.00)
---	------------------	------------------------	------------------------------	--------------	----------------

5.1							
5.2							
5.3							
5.4							
5.5							
Total Miscellaneous Expenses:							

Invoices are labelled accordingly and are attached.

6 Summary of Eligible Costs Table

Using the information from the itemized expense details listed in the tables above, complete the summarized table below to calculate the grand total for the Reimbursement Submission.

Expense Category		Category Totals (\$0.00)	Reimbursable Amount Totals (50%) (\$0.00)	Estimated Cost to Recipient (\$0.00)
<i>Formula:</i>		<i>A</i>	<i>B</i>	<i>A-B</i>
1.0	Legal			
2.0	Land Use Planning			
3.0	Technical Reports			
4.0	Marketing Initiatives			
5.0	Miscellaneous			
Grand Total:				

7 Summary of Available Funding

To calculate the remaining Funds available for the Certified Site identified in this Reimbursement Submission and to determine if the total reimbursements for Marketing Initiatives are within the \$10,000 allocation limit, please complete the calculations in the tables below.

Calculations to determine the total funding available for the Certified Site*			
Maximum Funds available to Recipient:		\$50,000*	00
Total reimbursements	a) currently requested:	\$	
	b) Reimbursement received under the Previous Program Agreement:	\$7,733.24	
	c) Reimbursement received to date under the Agreement:	\$	
Total Remaining Balance*:		\$	

Refer to Section 6 of this Schedule – Grand Total, Estimated Cost to Recipient

* This amount includes the amount already reimbursed under the Previous Program Agreement and the \$10,000 referred to in the chart below.

Calculations to determine total reimbursements for Marketing Initiatives			
Maximum allocation for Marketing Initiatives:		\$10,000	00
Total reimbursement for Marketing Initiatives for Certified Site	a) currently requested:	\$	
	b) received to-date:	\$	
Total Remaining Balance for Marketing Initiatives:		\$	

Refer to Section 6 of this Schedule, Item 4.0

8 Acknowledgement

I, _____, _____ of the Recipient, on
Name Title
behalf of the Recipient, hereby certify that:

1. The information provided in this Reimbursement Submission is complete and accurate.
2. The Recipient acknowledges that the Province has complete discretion over the approval of any Eligible Costs and the acceptance of this Reimbursement Submission.
3. The Recipient agrees to provide additional information and documents as may be required by the Province to evaluate this Reimbursement Submission.
4. The Recipient is in compliance with this Agreement.
5. There is no material change to the Budget.
6. The amount requested in this Reimbursement Submission will be used solely for Eligible Costs.
7. The amount requested in this Reimbursement Submission does not include costs for any Project component that have already been reimbursed by the Province to the Recipient under the Previous Program Agreement or any other funding agreement entered into between the Province and the Recipient.

Name:
Title:

Date

I have authority to bind the Recipient.

**SCHEDULE “G”
SITE CHANGE NOTIFICATION FORM**

TO: Investment Ready: Certified Site Program
Ministry of Economic Development, Job Creation and Trade

2 Queen Street East, 4th Floor
Toronto, Ontario M5C 3G7

RE: Agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade (the “Province”) and the Corporation of the City of Temiskaming Shores (the “Recipient”) effective the 2nd day of May, 2018 (the “Agreement”)

Unless otherwise defined herein, all capitalized terms below shall have the meaning set out in the Agreement.

1 Purpose

To provide notification to the Province in accordance with section 6.2 of the Agreement, please follow the instructions outlined in section 2 of this form. If there are any questions or concerns, please email: InvestmentReady@ontario.ca.

2 Instructions

- The Recipient shall provide the following information:
 - Contact information for the Recipient:
 - Name, Title: _____
 - Email address: _____
 - Phone Number: _____
 - Identification details of the Site or the Certified Site as applicable
identification details:
 - Address of the Site or the Certified Site as applicable:

- Or attach a copy of Schedule “E” of the Agreement
- Indicate the nature of the change (please check the appropriate box and provide details below):
 - Administrative (i.e. Recipient, agent, change of the Recipient’s municipal address).
 - Site-specific (i.e. disposition of any interest in the Site or the Certified Site as applicable, severance, extension of draft plan approval, change of the municipal address or legal description of the Site or the Certified Site as applicable)
 - Other
- Description of the change:
- Date when the change will be complete: _____
- Attach any documentation necessary to explain the change (i.e. new parcel register, new land survey)
- Program staff will advise of next steps. The Recipient may be required to update Designation Requirements or other Program documents or sign a Change Request Form or an amending agreement to maintain its status in the Program.

3 Acknowledgement

I, _____, _____ of the Recipient, on
Name Title
 behalf of the Recipient, hereby certify that the information provided in this Site Change Notification Form is complete and accurate. The Recipient further agrees to provide additional information and documents as may be required by the Province to evaluate this Site Change Notification Form.

 Name:
 Title:

 Date

I have authority to bind the Recipient.

4 Approval (to be completed by Program staff)

The Province hereby approves the requested changes set out in this Site Change Notification Form.

Name:

Date:

SCHEDULE "H"

POST-DESIGNATION ANNUAL REPORT

Unless otherwise defined herein, all capitalized terms below shall have the meaning set out in the Agreement.

Recipient Name:

Certification Designation Date:

Municipal address of the Certified Site or attach a copy of Schedule "E":

Reporting Period:

1. Does the Certified Site continue to satisfy the Program's Minimum Eligibility Requirements and Designation Requirements within the reporting period?

Yes

No

If not, please describe the actions taken to date to bring the Certified Site back into compliance:

2. Has any portion of the Certified Site been sold or leased within the reporting period to make the total available property size less than 10 acres?
 - Yes
 - No
3. Are you willing to sell or lease a portion of the Certified Site, should the opportunity arise?
 - Yes
 - No
4. Within this reporting period, did you use the Site Change Notification Form to notify the Province when the Site Information related to your Certified Site has changed?
 - Yes
 - No, it was not required.
 - No, I was not aware I had to inform the Province.
5. Within this reporting period, have you undertaken any Marketing Initiatives for the Certified Site?
 - Yes, in the planning stages.
 - Yes, marketing is completed.
 - No, but maybe in the future. (skip question 6)
 - No, there is no intention to do so. (skip question 6)
6. If "Yes" to Question 5, please list the type of Marketing Initiatives the Recipient plans or has completed for the Certified Site:
 - 1.
 - 2.
 - 3.
 - 4.
 - 5.

SCHEDULE "I"

POST-DESIGNATION CHECK-IN

Unless otherwise defined herein, all capitalized terms below shall have the meaning set out in the Agreement.

1 Purpose

The purpose of the Post-Designation Check-In is to verify the accuracy of the details of the Certified Site. The Post-Designation Check-In does not replace the Recipient's on-going responsibility to comply with the notification requirements in section 6.2 of the Agreement.

- For a complete listing of the Program's Minimum Eligibility Requirements and Designation Requirements, please refer to the Certification Instructions and Requirements.

2 Instructions

- The Recipient must confirm (i) whether the information provided in or in support of the Recipient's application to the Program is still accurate; (ii) that the Site or the Certified Site as applicable continues to meet the Minimum Eligibility Requirements; and (iii) that the Certified Site continues to meet the Designation Requirements.
- In the event that (i) the information provided in or in support of the Recipient's application to the Program remains unchanged; (ii) the Site or the Certified Site as applicable continues to meet the Minimum Eligibility Requirements; and (iii) the Certified Site continues to meet the Designation Requirements, an authorized signing officer of the Recipient is required to notify the Province by sending an email to InvestmentReady@ontario.ca.
- In the event of any event, change or circumstance described in section 6.2 of the Agreement, the Recipient must complete a Site Change Notification Form.
- The Province will notify the Recipient when the Post-Designation Check-In has been completed.

SCHEDULE “J”

CHANGE REQUEST FORM

TO: Investment Ready: Certified Site Program
Ministry of Economic Development, Job Creation and Trade

2 Queen Street East, 4th Floor
Toronto, Ontario M5C 3G7

RE: Agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade (the “Province”) and the Corporation of the City of Temiskaming Shores (the “Recipient”) effective the 2nd day of May, 2018 (the “Agreement”) and, if applicable, the License Agreement between the Province and the Recipient (referred to as the Licensee thereunder) effective the 2nd day of May, 2018 (the “License Agreement”)

Unless otherwise defined herein, all capitalized terms below shall have the meaning set out in the Agreement, including the Certification Instructions and Requirements.

Please complete all appropriate sections (to be completed by the Recipient).

1. Amendment to Municipal Address

The municipal address of the Site or the Certified Site as applicable set out in the section entitled “Municipal Address” in Schedule “E” of the Agreement is hereby deleted in its entirety and replaced with the following:

“Municipally known as:

2. Amendment to Legal Description

The legal description of the Site or the Certified Site as applicable as set out in the parcel register attached as Appendix 1 of Schedule “E” is hereby replaced with the legal description set out in the parcel register attached as Appendix 1 to this Change Request Form.

3. Amendment to Property Identification Number (“PIN”)

The PIN(s) of the Site or the Certified Site as applicable as set out in the parcel register attached as Appendix 1 of Schedule “E” is hereby replaced with the PIN(s) set out in the parcel register attached as Appendix 1 to this Change Request Form.

4. Amendment to Site Description

The site description set out in the section entitled “Site Description” in Schedule “E” of the Agreement is hereby deleted in its entirety and replaced with the following:

“

_____”

5. Amendment to section 6.5(a)(ii) of the Agreement and section 12.2(b) of the License Agreement

In section 6.5(a)(ii) of the Agreement and section 12.2(b) of the License Agreement, the reference(s) to “60 days” is hereby replaced with “_____ days”.

6. Amendment to section 6.6(a)(ii) of the Agreement and section 12.3(b) of the License Agreement

In section 6.6(a)(ii) of the Agreement and section 12.3(b) of the License Agreement, the reference(s) to “60 days” is hereby replaced with “_____ days”.

7. Reasons for requested amendment(s):

8. Acknowledgement

The Recipient hereby requests the aforementioned amendment(s) to the Agreement (and the License Agreement, if applicable) and certifies that the information provided to support the request is accurate. The Recipient further agrees to provide additional information and documents as may be required by the Province to evaluate this Change Request Form. The Agreement (and the License Agreement, if applicable) is accordingly amended upon execution of this form by the Recipient

and the Province. All other terms and conditions of the Agreement (and the License Agreement, if applicable) remain in full force and effect.

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

Name: _____ Date _____
Title:

Name: _____ Date _____
Title:

I/We have authority to bind the Recipient.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Economic Development, Job Creation and Trade

Name: _____ Date _____
Title:

For the purposes of sections 5 and 6 above, the parties to the License Agreement agree that the License Agreement is accordingly amended upon execution of this form

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

Name: _____ Date _____
Title:

Name:
Title:

Date

I/We have authority to bind the Licensee.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the
Minister of Economic Development, Job Creation and Trade**

Name:
Title:

Date

SCHEDULE "K"

VISUAL DEPICTION OF THE SITE

The visual depiction of the Site provided below is not legally binding and is included for reference purposes only. For greater certainty, in the event of a conflict or inconsistency between the Site as described in Schedule "E" and the visual depiction of the Site provided below, the Site as described in Schedule "E" will prevail.



SCHEDULE “L”

ADDITIONAL DESIGNATION REQUIREMENTS

The Recipient must provide confirmation, satisfactory to the Province, of the following additional Designation Requirements:

Not applicable.

The Corporation of the City of Temiskaming Shores

By-law No. 2019-021

Being a by-law to authorize the execution of an agreement between Her Majesty the Queen in right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade for use of *Investment Ready: Certified Site* Official Marks for Hawn Drive within the Dymond Industrial Park

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

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

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

And whereas Council considered Administrative Report CGP-001-2019 at the January 8, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Her Majesty the Queen in Right of Ontario as represented by the Ontario Ministry of Economic Development, Job Creation and Trade for use of *Investment Ready: Certified Site* Official Marks for Hawn Drive within the Dymond Industrial Park for consideration at the January 8, 2019 Regular Council meeting;

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

1. That Council of The Corporation of the City of Temiskaming Shores authorizes the entering into an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade for use of *Investment Ready: Certified Site* Official Marks for Hawn Drive within the Dymond Industrial Park, attached hereto as Schedule "A" and forming part of this By-law; and
2. That the Mayor and Clerk of the City of Temiskaming Shores are hereby authorized to execute amendments and/or contract change order to this agreement after the passage of this by-law, where Council has requested and/or approved the said amendment and/or contract change order through a Resolution of Council.

Read a first, second and third time and finally passed this 8th day of January, 2019.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule “A” to

By-law No. 2019-021

Agreement between

The Corporation of the City of Temiskaming Shores

and

Minister of Economic Development, Job Creation and Trade

For use of *Investment Ready: Certified Site* Official Marks for Hawn Drive
within the Dymond Industrial Park

THIS LICENSE AGREEMENT for the use of *Investment Ready: Certified Site* Official Marks, made in duplicate and effective as of 2nd day of May, 2018.

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as
represented by the Minister of Economic Development, Job
Creation and Trade**

(the “Province”)

-AND-

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

(the “Licensee”)

WHEREAS the Program and the Official Marks are the property of the Crown in right of Ontario;

AND WHEREAS a Program Funding Agreement was entered into between the Province and the Licensee dated effective as of the date hereof in respect of the Certified Site;

AND WHEREAS the Province has created a series of Official Marks for the Program to promote to prospective investors and the public an inventory of industrial properties that meet the Program’s Minimum Eligibility Requirements and Designation Requirements and are designated as Certified Sites by the Province;

AND WHEREAS the Licensee has requested the permission to use the Official Marks as part of its Marketing Initiatives in relation to the Certified Site;

AND WHEREAS the Province agrees to permit the Licensee to use the Official Marks, subject to the terms and conditions of this License Agreement and the Program Funding Agreement;

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this License Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged by the Parties, the Province and the Licensee agree as follows:

1.0 INTERPRETATION AND DEFINITIONS

1.1 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 License Agreement; they are for reference only and will not affect the interpretation of the License Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

1.2 In this License Agreement the following terms have the meanings set forth below:

“Business Day” has the meaning set out in the Program Funding Agreement.

“Certification Instructions and Requirements” has the meaning set out in the Program Funding Agreement.

“Certified Site” has the meaning set out in the Program Funding Agreement.

“Designation Requirements” has the meaning set out in the Program Funding Agreement.

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

“Eligible Costs” has the meaning set out in the Program Funding Agreement.

“Event of Default” has the meaning set out under section 15.1 of this License Agreement.

“Expiry Date” means the earlier of: (i) **November 7, 2020** and (ii) when the Certified Site (or Site if applicable) is legally transferred or leased to another person in accordance with the terms and conditions of the Program Funding Agreement.

“Funds” has the meaning set out in the Program Funding Agreement.

“Indemnified Parties” has the meaning set out in section 9.1 of this License Agreement.

“Intellectual Property” has the meaning set out in the Program Funding Agreement.

“License” has the meaning set out under section 3.1 of this License Agreement.

“License Agreement” means this license agreement including any Schedules attached hereto, and any amendments made pursuant to Article 27.0 of this License Agreement.

“Materials” has the meaning set out under section 5.3 of this License Agreement.

“Marketing Initiatives” means, in any form or format, any advertising, promotional materials, signs, displays or communications of the Licensee intending to promote or advertise the Certified Site as more particularly described in section 4.3 of this License Agreement.

“Minimum Eligibility Requirements” has the meaning set out in the Program Funding Agreement.

“Notice” means any communication given or required to be given pursuant to the License Agreement or the Program Funding Agreement as applicable.

“Notice Period” means the period of time within which the Licensee is required to remedy an Event of Default pursuant to section 15.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section 15.4 of this License Agreement.

“Official Marks” means collectively the *Investment Ready: Certified Site* word marks and design marks of the Program in English and French as more particularly described in section 4.2 of this License Agreement and as may be amended from time to time by the Province pursuant to section 27.3 herein.

“Parties” means the Province and the Licensee.

“Party” means the Province or the Licensee.

“Program” means the *Investment Ready: Certified Site* program administered and delivered by the Province.

“Program Funding Agreement” means the Program funding agreement between the Province and the Licensee (defined therein as “Recipient”) dated effective as of the date hereof including thereunder any Schedules listed in section 30.1, the Certification Instructions and Requirements incorporated by reference, and any amendments made pursuant to Article 32.0 under that agreement.

“Project” has the meaning set out in the Program Funding Agreement.

“Re-Designation Date” has the meaning set out in the Program Funding Agreement.

“Releasees” has the meaning set out in section 9.2 of this License Agreement.

“Renewed Compliance with the Minimum Eligibility Requirements Date” has the meaning set out in the Program Funding Agreement.

“Site” has the meaning set out in the Program Funding Agreement.

“Site Change Notification Form” has the meaning set out in the Program Funding Agreement.

“**Site Information**” has the meaning set out in the Program Funding Agreement.

“**Suspension Date**” has the meaning set out in the Program Funding Agreement.

“**Term**” has the meaning set out under section 2.1 of this License Agreement.

“**Territory**” means the territory of Canada.

2.0 TERM

2.1 The term of the License Agreement will commence on the Effective Date and will expire on the Expiry Date, unless terminated earlier pursuant to Articles 12.2(b), 12.3(b), 13.0, 14.0, 15.0 and 16.0 (the “**Term**”).

3.0 GRANT OF LICENSE

3.1 Subject to the terms and conditions of this License Agreement and the Program Funding Agreement, the Province hereby grants to the Licensee and the Licensee accepts, in the Territory, a non-exclusive, revocable, non-transferable, non-assignable, non-sublicensable, license to use the Official Marks, solely for the purpose of the Licensee’s Marketing Initiatives of the Certified Site (the “**License**”).

3.2 The Official Marks of the Province that have been created for the Program and are subject to this License are the following:

- (a) Official Mark (design mark) in English
- (b) Official Mark (design mark) in French
- (c) Official Mark (word mark) “Investment Ready: Certified Site”
- (d) Official Mark (word mark) “Site certifié prêt à l’investissement”

3.3 This License is non-exclusive and the Province reserves the right to grant a license at any time to any person with respect to the Official Marks.

4.0 CONDITIONS OF LICENSE

4.1 The Official Marks are the key visual identifiers of the Program and any modifications to the Official Marks are specifically prohibited.

4.2 Subject to section 27.3, the form and specifications of each of the Official Marks are set out in the attached Schedule “A”, including but not limited to language, colour, size and acknowledgement requirements, which form and specifications the Licensee shall comply with as a condition of this License.

4.3 The Licensee shall comply with the Marketing Initiatives requirements set out in the attached Schedule “B” as a condition of this License.

5.0 PROTECTION OF INTEREST

5.1 The Licensee agrees that all Intellectual Property of the Province and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded (including images and data) including any visual identifiers of the Program provided by the Province to the Licensee shall remain the sole property of Her Majesty the Queen in right of Ontario.

5.2 Except as provided for in this License Agreement, the Province does not and shall not be deemed to have granted to the Licensee any consent, license or other right under any Intellectual Property of the Province.

5.3 To the extent that any Intellectual Property of the Licensee or any third party and every other right, title or interest in and to any concepts, techniques, ideas, information and materials, however recorded, including images and data of the Licensee or any third party (collectively “**Materials**”) has been provided in whole or in part by the Licensee to the Province, the Licensee grants to the Province a perpetual, world-wide, non-exclusive, irrevocable, transferrable, royalty-free, fully paid up right and license: (a) to use, modify, reproduce, display and distribute, in any form, those Materials; and (b) to authorize other persons including agents, contractors or sub-contractors, to do any of the former on behalf of the Province. The Licensee irrevocably waives in favour of the Province all rights of integrity and other moral rights in the Materials of the Licensee, for all time.

5.4 The Licensee represents and warrants that the provision of the Materials shall not infringe or induce the infringement of any third party Intellectual Property rights. The Licensee further represents and warrants that it has obtained assurances with respect to any Intellectual Property of the Licensee or any third party that any rights of integrity or any other moral rights associated therewith have been waived.

5.5 The Licensee shall not, without the prior written consent of the Province, seek to register as a trademark anywhere in the world, or request that the Registrar of Trade-marks give public notice of the Licensee’s adoption and use as an official mark in the Territory, any marks that are the same as or similar to, in the opinion of Ontario, acting reasonably, the Official Marks, nor shall the Licensee, without the prior written consent of the Province, acquire or use domain names that are the same as or similar to, in the opinion of Ontario, acting reasonably, the Official Marks, which consent may be withheld by the Province at its sole and absolute discretion. The Licensee agrees that it shall not seek to invalidate the Official Marks, nor do or cause to be done any act or thing, directly or indirectly, that may in any way impair or challenge the Official Marks.

- 5.6 The Licensee expressly disclaims any rights at common law that may exist pursuant to its adoption and use, prior to the Effective Date of this License Agreement, of any unregistered marks, trade names or other business signs, in any way arising out of or in connection with the Program and any of its visual identifiers including but not limited to the Official Marks.
- 5.7 The Licensee shall not at any time represent, either directly or indirectly, in any Marketing Initiatives or other communications in any form or format, whether verbal, written, electronic, online, print, digital or otherwise, with third parties or the public in general, that any property including the Site if applicable in whole or in part, other than the Certified Site, has received designation as a Certified Site, nor shall the Licensee use the Official Marks pursuant to the License Agreement in relation to any property including the Site if applicable in whole or in part, other than the Certified Site.
- 5.8 The Licensee warrants that it will use the Official Marks solely for the purpose of the Licensee's Marketing Initiatives of the Certified Site in accordance with the terms and conditions of this License Agreement.
- 5.9 The Licensee shall report to the Province: (a) any unauthorized use of the Official Marks; (b) any application to register any trademarks that are the same as or similar to, in the opinion of Ontario, acting reasonably, the Official Marks; ; (c) any request to the Registrar of Trade-marks to give public notice of adoption and use of any official marks that are the same as or similar to, in the opinion of Ontario, acting reasonably, the Official Marks; (d) any potential resemblance or imitation of, or challenge to, the Official Marks; and (e) any acquisition or use of domain names that are the same as or similar to, in the opinion of Ontario, acting reasonably, the Official Marks, immediately upon becoming aware of same.
- 5.10 The Province, in its sole discretion, shall determine whether or not action shall be taken on account of any unauthorized use, trademark registration, or request for public notice as an official mark, of any marks that are the same as or similar to, in the opinion of Ontario, acting reasonably, the Official Marks, any potential resemblance or imitation of, or challenge to, the Official Marks, or any acquisition or use of domain names that are the same as or similar to, in the opinion of Ontario, acting reasonably, the Official Marks, and the Province's determination shall be final.
- 6.0 REPORTS, RECORD MAINTENANCE, INSPECTION, ACCOUNTING AND REVIEW**
- 6.1 Upon request by the Province, the Licensee shall submit to the Province at the address referred to in section 17.1, any reports as may be requested in accordance with the timeline and content requirements specified by the Province.

- 6.2 Upon request by the Province, the Licensee shall supply to the Province or its authorized representative, in digital or hard copy format, any samples, drafts or final versions of:
- (a) any Marketing Initiatives that have been or will be used, or may be considered for use by the Licensee to promote or advertise the Certified Site;
 - (b) any other materials or communications in any form or format that have been or will be used, or may be considered for use by the Licensee, whether verbal, written, electronic, online, print, digital or otherwise, with third parties or the public in general that relate to the Site if applicable or any other property in whole or in part; and
 - (c) such other materials, information or documents as the Province may request for the purpose of carrying out or administering this License Agreement and the Program Funding Agreement.
- 6.3 The Licensee shall keep and maintain proper records related to this License Agreement, including records for each use of any of the Official Marks, and the records shall at reasonable times be open to audit and inspection by the Province who may make copies for audit purposes only.
- 6.4 The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon seventy-two hours' Notice to the Licensee and during normal business hours, visit and inspect any of the following locations: the Certified Site or Site if applicable; the Licensee's premises; or any other premises or place of business under the Licensee's direct or indirect control where any Marketing Initiatives, including use of the Official Marks in respect of the Certified Site or any other materials referred to in section 6.2(b), are being used, reproduced, displayed, or communicated, and enter upon any such location in order to examine and inspect the manner in which the License is being carried out, the quality or performance characteristics of the Official Marks, any Marketing Initiatives in respect of the Certified Site, or any other materials referred to in section 6.2(b), and all other quality control purposes. The Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:
- (a) inspect and copy the records and documents referred to in section 6.3;
 - (b) remove any copies made pursuant to section 6.4(a); and
 - (c) conduct an audit or investigation of the Licensee in respect of the License, any Marketing Initiatives, or any other materials referred to in section 6.2(b).

The Licensee agrees that the Province, any authorized representative or any independent auditor identified by the Province, when making visits or inspections

of one or more locations set out above under this section 6.4, may take photographs or videos, including photographs or videos by drone.

- 6.5 To assist in respect of the rights provided for in section 6.4, the Licensee will disclose any information requested by the Province, any authorized representative, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.
- 6.6 No provision of the License Agreement will be construed so as to give the Province any control whatsoever over the Licensee's records.
- 6.7 For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to the *Auditor General Act* (Ontario).

7.0 DIRECTIONS FROM THE PROVINCE

- 7.1 The Province reserves the right to provide written directions to the Licensee at any time throughout the Term regarding one or more of the following: (a) the Official Marks, subject to and in accordance with section 27.3; (b) the License; and (c) any representations by the Licensee about a property's designation as a Certified Site, which directions the Licensee shall comply with in a prompt manner and provide Notice to the Province of such compliance thereof without undue delay.

8.0 NO RESPONSIBILITY

- 8.1 Consent or approval to use the Official Marks does not in any way imply any endorsement or responsibility by the Province with respect to the Certified Site, the Site if applicable or any other property, and any Marketing Initiatives or any other materials referred to in section 6.2(b).

9.0 INDEMNIFICATION AND RELEASE

- 9.1 The Licensee hereby agrees to indemnify and hold harmless Her Majesty the Queen in right of Ontario, Her Ministers, agents, appointees and employees ("**Indemnified Parties**") from and against any and all liability, loss, costs, fees, 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 (a) the Licensee's use of the Official Marks licensed hereunder, (b) the Program, (c) any sale, transfer, lease or other transaction relating to the Certified Site or the Site as applicable, (d) any communications in any form including the Marketing Initiatives related to the Certified Site, (e) the use of the Site Information, (f) the License Agreement, (g) the Program Funding Agreement,

or (h) any acts or omissions of the Licensee, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

9.2 The Licensee:

- (a) on behalf of itself, its successors and assigns, releases and forever discharges Her Majesty the Queen in right of Ontario, Her Ministers, agents, appointees and employees (“**Releasees**”) from any and all actions, causes of action, claims and demands for damages, indemnity, costs, interest and loss or injury of every nature and kind howsoever arising which the Licensee now has, may have had or may hereafter have arising from or in any way related to (i) the Licensee’s use of the Official Marks licensed hereunder, (ii) the Program, (iii) any sale, transfer, lease or other transaction relating to the Certified Site or Site as applicable, (iv) any communications in any form including the Marketing Initiatives related to the Certified Site, (v) the use of the Site Information, (vi) the License Agreement, (vii) the Program Funding Agreement, or (viii) any acts or omissions of the Licensee;
- (b) agrees not to make any claim or take any proceeding in connection with any of the claims released against any other person or corporation who might claim contribution or indemnity from the Releasees by virtue of the claim or proceeding; and
- (c) understands and agrees that any consideration paid by the Releasees in connection with this release is deemed to be no admission whatever of liability or responsibility on the part of the Releasees and that any such liability or responsibility is denied.

10.0 DISCLAIMER AND LIMITATION OF LIABILITY

10.1 The Province represents that it is the owner of the Official Marks, and that it has the right to grant this License. Except for this express warranty, the Province makes no representations or warranties of any kind concerning the Official Marks, either express or implied, arising by law or otherwise, including but not limited to the accuracy or completeness of the Official Marks or its fitness for any particular purpose.

10.2 The Province shall have no liability for the Certified Site, the Site if applicable or any other property, and any Marketing Initiatives or any other materials referred to in section 6.2(b), nor does the Province assume any liability to the Licensee or any third parties with respect to the quality or performance characteristics of same, and in no event will the Province be liable to the Licensee for damages, including loss of profits or other incidental or consequential damages, arising out of the use of the Official Marks, delays by the Province in providing any approvals or consent related to this License Agreement or the Program Funding Agreement, or the failure or refusal of the Province to provide any such approval or consent.

10.3 The Licensee further acknowledges that the Province shall not be liable to the Licensee in respect of infringement of any copyright or trademark owned by a third party, or for damages or costs involved in any proceedings based on any such infringement.

11.0 INSURANCE

11.1 The Licensee represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the 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 will include the following:

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

11.2 The Licensee will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section 11.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section 11.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

12.0 SUSPENSION

12.1 Subject to sections 12.2 and 12.3, the granting and exercise of the License is conditional upon the Certified Site having met and continuing to meet the Minimum Eligibility Requirements and the Designation Requirements at all times throughout the Term of this License Agreement.

12.2 Failure to Continue to Meet Minimum Eligibility Requirements

In the event that the Certified Site has failed to continue to meet the Minimum Eligibility Requirements, and the Licensee receives Notice from the Province, pursuant to the Program Funding Agreement, confirming the Suspension Date – Minimum Eligibility Requirements, the Licensee shall immediately cease using all Official Marks in its Marketing Initiatives and the License Agreement shall be effectively suspended until the earlier of:

- (a) the Licensee receives Notice from the Province that the Certified Site is back in compliance with the Minimum Eligibility Requirements and is re-designated as a Certified Site, in which case, the Licensee may recommence using the Official Marks in its Marketing Initiatives, subject to compliance with the terms and conditions of this License Agreement, which shall continue in full force and effect during the remainder of the Term (defined under the Program Funding Agreement as the “Renewed Compliance with the Minimum Eligibility Requirements Date”); and
- (b) the passing of 60 days following the date set out in the Site Change Notification Form under the Program Funding Agreement notifying the Province of such failure to continue to meet the Minimum Eligibility Requirements, whereupon this License Agreement shall terminate on the 60th day.

12.3 Failure to Continue to Meet Designation Requirements

In the event that the Certified Site has failed to continue to meet the Designation Requirements, and the Licensee receives Notice from the Province, pursuant to the Program Funding Agreement, confirming the Suspension Date – Designation Requirements, the Licensee shall immediately cease using all Official Marks in its Marketing Initiatives and the License Agreement shall be effectively suspended until the earlier of:

- (a) the Licensee receives Notice from the Province that the Site has been re-designated as a Certified Site, in which case, the Licensee may recommence using the Official Marks in its Marketing Initiatives, subject to compliance with the terms and conditions of this License Agreement, which shall continue in full force and effect during the remainder of the Term (defined under the Program Funding Agreement as the “Re-Designation Date”); and
- (b) the passing of 60 days following the date set out in the Site Change Notification Form under the Program Funding Agreement notifying the Province of such failure to continue to meet the Designation Requirements, whereupon this License Agreement shall terminate on the 60th day.

13.0 TERMINATION ON NOTICE

13.1 The Province may terminate this License Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Licensee whereupon the Licensee shall cease to use the Official Marks in all existing or pending Marketing Initiatives as well as destroy all copies of the Official Marks in its possession or under its control on or before termination takes effect.

14.0 TERMINATION WHERE NO APPROPRIATION

14.1 If the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Program Funding Agreement, the Province may terminate the License Agreement immediately without liability, penalty, or costs by giving Notice to the Licensee whereupon the Licensee shall immediately cease to use the Official Marks in all existing or pending Marketing Initiatives as well as destroy all copies of the Official Marks in its possession or under its control on or before termination takes effect.

15.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

15.1 Each of the following events shall constitute an Event of Default:

- (a) in the opinion of the Province, the Licensee breaches any representation, warranty, covenant or other material term or condition of this License Agreement or the Program Funding Agreement;
- (b) the Licensee makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Licensee bankrupt, or applies for the appointment of a receiver;
- (c) the Licensee ceases to operate;
- (d) if any representation, warranty or other information, including in any application material, provided by the Licensee to the Province in connection with this License Agreement or the Program Funding Agreement is or becomes materially untrue in any respect;
- (e) if the Licensee has submitted false or misleading information to the Province in connection with this License Agreement or the Program Funding Agreement;
- (f) if, other than in accordance with Article 12.0, the Licensee fails to have met or continue to meet the Minimum Eligibility Requirements and the Designation Requirements at any time during the Term of this License

Agreement;

- (g) if the Licensee makes any representations regarding the Certified Site or the Site if applicable that in any way contravenes the terms and conditions of this License Agreement or the Program Funding Agreement;
- (h) if the Licensee uses, reproduces, displays or communicates any Official Marks, any Marketing Initiatives, or any other materials referred to under section 6.2(a) that in any way contravenes the terms and conditions of this License Agreement;
- (i) if the Licensee modifies or creates any derivative works from any Official Marks; and
- (j) the Licensee is in default under the Program Funding Agreement.

15.2 If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Licensee with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand from the Licensee the payment of any Funds remaining in the possession or under the control of the Licensee;
- (g) demand from the Licensee the payment of an amount equal to any Funds the Licensee used, but in the sole opinion of the Province did not use in accordance with the Program Funding Agreement;
- (h) demand from the Licensee the payment of an amount equal to any Funds the Province provided to the Licensee;
- (i) terminate the License Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Licensee;
- (j) cancel and revoke the designation as a Certified Site or the License or both;

- (k) demand that the Licensee immediately cease to use the Official Marks in any Marketing Initiatives;
- (l) demand that the Licensee immediately remove all Official Marks from existing or pending Marketing Initiatives; and
- (m) demand that the Licensee immediately destroy all copies of the Official Marks in its possession or under its control.

15.3 If, in accordance with section 15.2(b), the Province provides the Licensee with an opportunity to remedy the Event of Default, the Province will provide Notice to the Licensee of:

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

15.4 If the Province has provided the Licensee with an opportunity to remedy the Event of Default pursuant to section 15.2(b), and:

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

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 15.2(a), (c), (d), (e), (f), (g), (h), (i), (j), (k), (l) and (m).

15.5 Termination under this Article will take effect as provided for in the Notice.

16.0 EXPIRATION AND TERMINATION

16.1 On the expiration or termination of this License Agreement, as the case may be, all authority of the Licensee pursuant to this License Agreement is immediately revoked and the Licensee shall immediately, by end of Term:

- (a) cease to use the Official Marks in any Marketing Initiatives;
- (b) remove all Official Marks from existing or pending Marketing Initiatives; and
- (c) destroy all copies of the Official Marks in its possession or under its control.

17.0 NOTICE

17.1 Notice will be in writing and will be delivered by email, postage-prepaid mail, or personal delivery and will be addressed to the Province and the Licensee respectively as set out below, or as either Party later designates to the other by Notice:

TO THE PROVINCE:

Ministry of Economic
Development, Job Creation
and Trade
2 Queen Street East, 4th Floor
Toronto, Ontario M5G 3G7

Attention: Investment Ready:
Certified Site Program
Telephone: 1-855-585-0475
E-mail:
InvestmentReady@ontario.ca
Website:
www.InvestInOntario.com

TO THE LICENSEE:

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

Attention: James Franks
Title: Economic Development Officer
Telephone: (705) 672-3363 ext.4137
E-mail: jfranks@temiskamingshores.ca
Website: www.temiskamingshores.ca

17.2 Notice shall be deemed to have been given (a) in the case of postage-prepaid mail, five (5) Business Days after the Notice is mailed; or (b) in the case of email or personal delivery, one (1) Business Day after the Notice is delivered.

17.3 Despite section 17.2, in the event of a postal disruption: (a) Notice by postage-prepaid mail will not be deemed to be given; and (b) the Party giving Notice will provide Notice by email or personal delivery.

18.0 SEVERABILITY OF PROVISIONS

18.1 The invalidity or unenforceability of any provision of the License Agreement will not affect the validity or enforceability of any other provision of the License Agreement. Any invalid or unenforceable provision will be deemed to be severed.

19.0 WAIVER

19.1 Either Party may, in accordance with the Notice provision set out in Article 17.0, ask the other Party to waive an obligation under the License Agreement.

19.2 Any waiver a Party grants in response to a request made pursuant to section 19.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

20.0 INDEPENDENT PARTIES

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

21.0 ASSIGNMENT OF LICENSE AGREEMENT

21.1 The Licensee will not, without the prior written consent of the Province, assign any of its rights or obligations under the License Agreement.

21.2 All rights and obligations contained in the License Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

22.0 GOVERNING LAW

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

23.0 FURTHER ASSURANCES

23.1 The Licensee will provide such further assurances as the Province may request from time to time with respect to any matter to which the License Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the License Agreement to their full extent.

24.0 JOINT AND SEVERAL LIABILITY

24.1 Where the Licensee is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Licensee under the License Agreement.

25.0 RIGHTS AND REMEDIES CUMULATIVE

25.1 The rights and remedies of the Province under the License Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

26.0 EQUITABLE RELIEF

26.1 The Licensee acknowledges that any breach by the Licensee of the provisions of the License Agreement will cause irreparable damage to the Province and that a remedy at law will be inadequate. Therefore, in addition to any and all other legal or equitable remedies, the Province will be entitled to injunctive relief for any breach of this License Agreement.

27.0 AMENDMENTS

- 27.1 Subject to sections 27.2 and 27.3, the License Agreement may only be amended by a written agreement duly executed by the Parties.
- 27.2 The period of time referred to in section 12.2(b) or section 12.3(b) may be amended using the process set out under section 32.1(a) of the Program Funding Agreement.
- 27.3 The Licensee acknowledges that the Province may, in any way, amend, modify, cancel or replace one or more Official Marks set out under Schedule "A" including any guidelines thereto, or the promotion thereof, at any time during the Term by providing written direction to the Licensee pursuant to Article 7.0, and such direction shall attach to Schedule "A" upon receipt of same by the Licensee and form part of this License Agreement.

28.0 SURVIVAL

- 28.1 The following Articles and sections, and all applicable cross-referenced sections and Schedules, will continue in full force and effect for a period of seven years from the Expiry Date or termination of the License Agreement: Article 1.0 and any other applicable definitions, Article 5.0, sections 6.1 and 6.2 (to the extent that the Licensee has not provided reports or supplied materials respectively as may have been requested to the satisfaction of the Province), sections 6.3, 6.4, 6.5, 6.6, and 6.7, Article 8.0, Article 9.0, Article 10.0, sections 15.1, 15.2(d), (e), (f), (g), (h), (k), (l) and (m), Article 16.0, Article 17.0, Article 18.0, Article 19.0, Article 21.2, Article 22.0, Article 24.0, Article 25.0, Article 26.0, Article 28.0, Article 30.0 and Article 31.0.

29.0 FIPPA

- 29.1 The Licensee acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the License Agreement may be subject to disclosure in accordance with that Act.

30.0 COUNTERPARTS

- 30.1 The License Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

31.0 ENTIRE AGREEMENT

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

IN WITNESS WHEREOF the Parties have executed this License Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Minister of
Economic Development, Job Creation and Trade**

Date

Name: Carla Tsambourlianos

Title: (A) Director of Foreign Direct Investment
Services Branch

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

Date

Name:

Title:

Date

Name:

Title:

I/We have authority to bind the Licensee.

SCHEDULE "A"

Official Marks

1. OFFICIAL MARKS

The four (4) Official Marks of the Province are as follows:

- a) Official Mark (design mark) File No. 924958 in colour, and black and white in English



- b) Official Mark (design mark) File No. 924960 in colour, and black and white in French



- c) Official Mark (word mark) File No. 924957 in English

Investment Ready: Certified Site

- d) Official Mark (word mark) File No. 924959 in French

Site certifié prêt à l'investissement

2. GENERAL – OFFICIAL MARKS

The Official Marks have specified colours, form, proportions and characteristics and shall not be altered in any way by the Licensee. The Licensee shall only use the Official Marks provided by the Province in the form and format supplied. The Licensee shall not modify any of the Official Marks or create any derivative works thereof.

Further details regarding available formats of the Official Marks (design marks) to be supplied by the Province is set out under section 9 below of this Schedule.

For every iteration, copy, reproduction of any Marketing Initiative in relation to the Certified Site:

- (a) if the Licensee chooses to incorporate the use of the Official Mark (design mark) at least once in a given Marketing Initiative, the Licensee shall comply with terms and conditions of this License Agreement including but not limited to the language and colour guidelines set out under sections 3 and 4 of this Schedule, and, in addition, for all Marketing Initiatives that include the use of such Official Mark (design mark), the Licensee shall also:
 - (i) include the use of the Official Mark (word mark), in accordance with the language guidelines in section 3 of this Schedule for the accompanying text, content, or description of such Marketing Initiative for consistency throughout and in accordance with the acceptable uses of the Official Marks (word marks) set out under section 8 of this Schedule; and
 - (ii) include the mandatory acknowledgement in the Marketing Initiative in the form and format required under section 10 of this Schedule.
- (b) if the Licensee chooses to only incorporate the Official Mark (word mark) in a Marketing Initiative, the Licensee shall comply with the terms and conditions of this License Agreement including but not limited to the language guidelines and acceptable uses of the Official Mark (word mark) set out under sections 3 and 8 of this Schedule.

The Licensee is prohibited from using the Official Marks in relation to any property in whole or in part that is not a Certified Site.

The Licensee shall comply with all directions, requirements and guidelines pursuant to this License Agreement including Schedule “A” and Schedule “B” in respect of the Official Marks and the Marketing Initiatives respectively.

3. LANGUAGE GUIDELINES

The Official Marks are available for use by the Licensee in either English or French to reflect the predominant language used in any given Marketing Initiative. When a Marketing Initiative is produced in a language other than French or English, the Official

Marks in English must be used. These language guidelines also apply to the mandatory acknowledgement set out under section 10 of this Schedule.

The Licensee's use of the Official Mark (word mark) in any Marketing Initiative shall comply with the following instructions regarding capitalization:

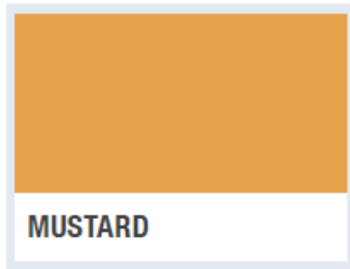
English	French	Description
Investment Ready: Certified Site	Site certifié prêt à l'investissement	<ul style="list-style-type: none"> • Singular use, when referencing one designated Certified Site • English: capitalize each word • French: capitalize the first word only
Investment Ready: Certified Sites	Sites certifiés prêts à l'investissement	<ul style="list-style-type: none"> • Plural use, when referencing multiple designated Certified Sites • English: capitalize each word • French: capitalize the first word only
Investment Ready: Certified Site Program	Programme des sites certifiés prêts à l'investissement	<ul style="list-style-type: none"> • Formal name of the Program • English: capitalize each word • French: capitalize the first word only and pluralize the terms

4. COLOUR GUIDELINES

The Official Mark (design mark) in English or French may be used in any Marketing Initiatives in colour, provided that the colours are set in the specific colours identified below and the Official Mark (design mark) is prominently displayed and featured on a white background.

Image 1

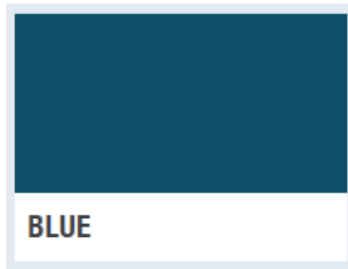




MUSTARD

CMYK: **RGB**
 C 8 R 228
 M 40 G 160
 Y 80 B 76
 K 1

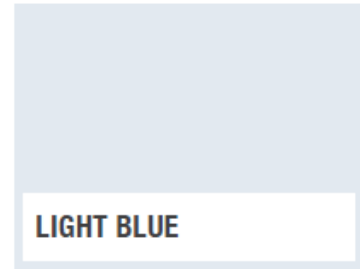
PANTONE:
 7411C



BLUE

CMYK: **RGB**
 C 93 R 0
 M 55 G 78
 Y 34 B 104
 K 33

PANTONE:
 7477C



LIGHT BLUE

CMYK: **RGB**
 C 10 R 225
 M 5 G 231
 Y 3 B 236
 K 0

PANTONE:
 656C

Image 2

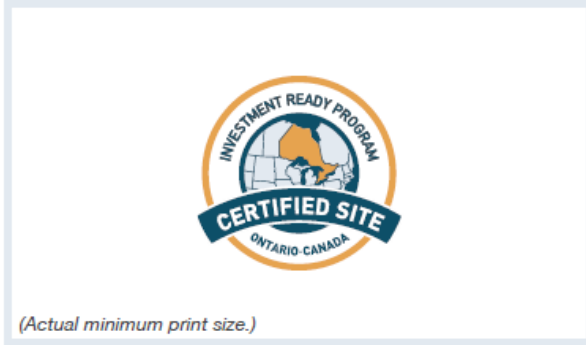
In the event that any Marketing Initiatives is intended as a black and white copy, the Official Mark (design mark) in English or French may be used in grayscale as set out below, provided, however, that the Official Mark (design mark) in grayscale is prominently displayed and featured on a white background.



5. SIZE AND SPACE GUIDELINES

There is no maximum size for the Official Marks (design marks), however, the minimum reproducible size is specified in Image 3 below to maintain legibility and a consistent aspect ratio.

Image 3



Minimum Size - Print

For print applications, a minimum print resolution of 300 dpi should be used and a minimum total width of 1.2 inches.

Minimum Size - Web

For web applications, the resolution should be kept at 72 dpi and a minimum total width of 115 pixels.

Image 4

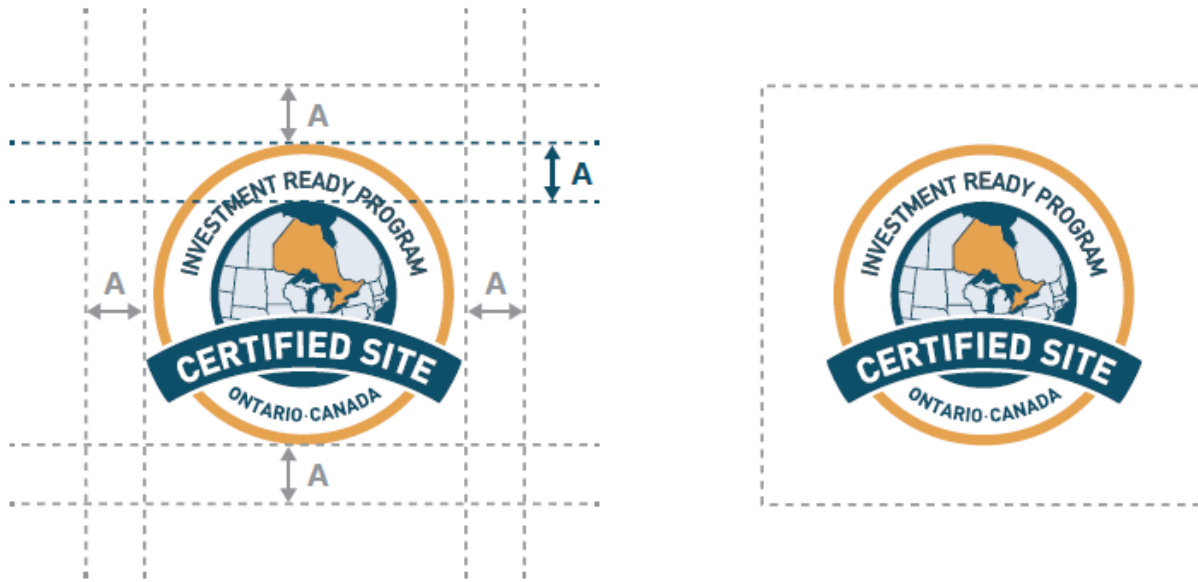
When re-sizing an Official Mark (design mark), the aspect ratio must always be maintained. The Licensee shall not distort the Official Mark (design mark) by reducing the resolution or condensing or expanding the scale in such a way that it appears blurred or stretched. Examples of incorrect re-sizing (blurring and stretching, respectively) are set out as follows:



6. PROTECTED AREA GUIDELINES

The Official Marks (design marks) have a specified clearance area, or buffer zone, which protects it and gives it presence when used in combination with other visual identity or graphical elements. The ideal minimum clear space for the Official Marks (design marks) is based on the “A”, defined as the space between the outer edge of the mustard ring to the outer edge of the blue ring, as specified in Image 5 below.

Image 5



7. INCORRECT USES

Further to Image 4 above regarding incorrect re-sizing, the Official Marks (design marks) shall not be altered in any way. The following (Images 6 – 8), are examples of incorrect use of the Official Marks (design marks).

Image 6

Background features must not interfere or compete with the Official Marks' (design marks) colour or diminish its presence or legibility.

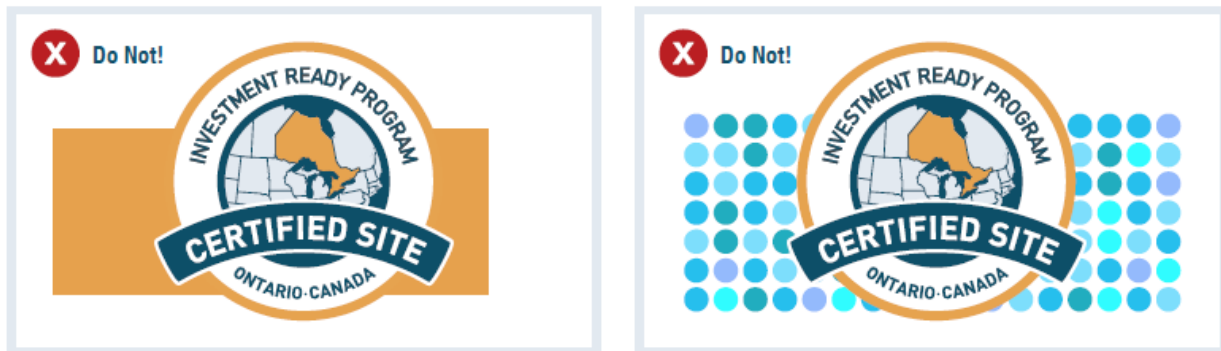


Image 7

The alignment or position of the Official Marks (design marks) must not be altered. The Official Marks (design marks) must not be placed at an angle.



Image 8

The Official Marks (design marks) must never be associated with commercial logos, incorporated into logos or associated with a tag line. Separation between the Official Marks (design marks) and other logos must be maintained. The Official Marks (design marks) must appear equal in size or larger than other logos.



8. ACCEPTABLE USES OF THE MARKS (WORD MARKS)

There are several ways the Licensee may reference the Official Marks (word marks) in association with the Certified Site in a Marketing Initiative, however, all uses of the Official Marks (word marks) by the Licensee shall comply with the examples set out in the chart below:

Sample of Acceptable Statements in English	Sample of Acceptable Statements in French
123 property is an Ontario Investment Ready: Certified Site.	La propriété 123 est un site certifié du

	Programme ontarien des sites certifiés prêts à l'investissement.
123 property is an Investment Ready: Certified Site.	La propriété 123 est un Site certifié prêt à l'investissement.
123 property has been designated under Ontario's Investment Ready: Certified Site Program.	La propriété 123 a été désignée au titre du Programme ontarien des sites certifiés prêts à l'investissement.
123 property has been designated under the Investment Ready: Certified Site Program.	La propriété 123 a été désignée au titre du Programme des sites certifiés prêts à l'investissement.
123 property is designated as an Investment Ready: Certified Site.	La propriété 123 est désignée Site certifié prêt à l'investissement.
123 property is designated as an Ontario Investment Ready: Certified Site.	La propriété 123 est désignée site certifié aux termes du Programme ontarien des sites certifiés prêts à l'investissement.

9. AVAILABLE FORMATS

The Official Marks (design marks) have been specifically designed to accommodate various applications for marketing and communication products. The Province will issue the Official Marks (design marks) to the Licensee in the following formats:

- Encapsulated PostScript Format (EPS)
 - High quality printing use (graphic artists, printer)
 - Not suitable for Microsoft Office platform of products such as Word or PowerPoint
- Tagged Image File Format (TIFF)
 - High quality printing use (EPS, first preference)
 - Ideally suited to the Microsoft Office platform of products such as Word or PowerPoint
- Graphics Interchange Format (GIF)
 - Suited for web applications
 - For MS Office use in Microsoft Word and PowerPoint
 - Not recommended for professional printing purposes
- Joint Photographic Experts Group Format (JPEG)
 - Most common format for storing and transmitting images on the web
 - Image output is very good
- Portable Graphics Network Format (PNG)
 - Suited for web applications and image editing
 - Ideal for transparent use in Microsoft PowerPoint
 - Not recommended for professional printing purposes

10. ACKNOWLEDGMENT OF THE INVESTMENT READY: CERTIFIED SITE PROGRAM

The Licensee shall include two (2) mandatory statements, both of which are set out below, in the applicable language (in accordance with section 3 of this Schedule), for each Marketing Initiative that includes the use of the Official Mark (design mark).

Acknowledgement Statement No. 1:

English:

“A designation as an Investment Ready: Certified Site is subject to the requirements and limitations of the Investment Ready: Certified Site Program.

www.investinontario.com/CertifiedSite”

French:

“La désignation Site certifié prêt à l’investissement est assujettie aux exigences et aux restrictions du Programme des sites certifiés prêts à l’investissement.

www.investinontario.com/fr/sitescertifies”

The placement of Acknowledgement Statement No. 1 must:

- be located on the same page as the Official Mark (design mark), or the first use of such Official Mark (design mark) if more than one usage in a given Marketing Initiative;
- be positioned as close as possible to the Official Mark (design mark);
- ensure the phrase is clear and legible;
- be no smaller than 8 point font; and
- be positioned above or separated from “Acknowledgment Statement No. 2”

Acknowledgment Statement No. 2:

English:

“*An official mark of the Province of Ontario used under license.”

French:

“*Marque officielle de la province de l’Ontario, utilisée en vertu d’une licence.”

The placement of Acknowledgement Statement No. 2 must:

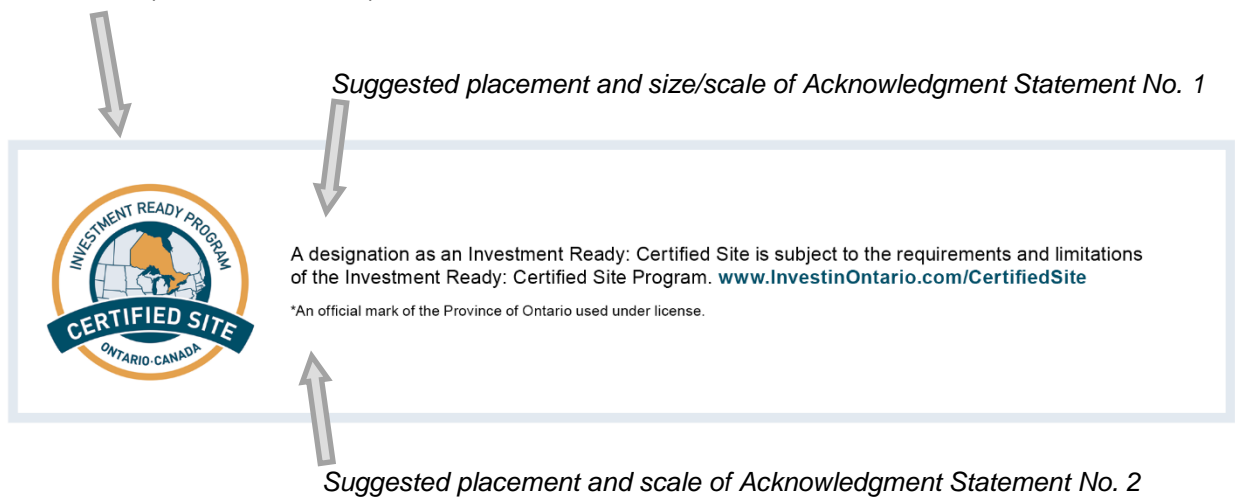
- be located on the same page as the Official Mark (design mark), or the first use of such Official Mark (design mark) if more than one usage in a given Marketing Initiative;

- be located as close as possible to the Official Mark (design mark);
- be 25% smaller than Acknowledgment Statement No. 1 or no smaller than 6 point font

Image 9

A layout sample of the two (2) mandatory acknowledgment statements for each Marketing Initiative that includes use of the Official Mark (design mark):

Use of the Official Mark (design mark) in a Marketing Initiative (or first use of Official Mark (design mark) if more than one)



SCHEDULE “B”

MARKETING INITIATIVES

For every iteration, copy, or reproduction of any Marketing Initiative in relation to the Certified Site:

- (a) if the Licensee chooses to incorporate the use of the Official Mark (design mark) at least once in a given Marketing Initiative, the Licensee shall comply with terms and conditions of this License Agreement including but not limited to the language and colour guidelines set out under sections 3 and 4 of Schedule “A”, and, in addition, for all Marketing Initiatives that include the use of such Official Mark (design mark), the Licensee shall also:
 - (i) include the use of the Official Mark (word mark), in accordance with the language guidelines in section 3 of Schedule “A” for the accompanying text, content, or description of such Marketing Initiative for consistency throughout and in accordance with the acceptable uses of the Official Marks (word marks) set out under section 8 of Schedule “A”; and
 - (ii) include the mandatory acknowledgement in the Marketing Initiative in the form and format required under section 10 of Schedule “A”.
- (b) if the Licensee chooses to only incorporate the Official Mark (word mark) in a Marketing Initiative, the Licensee shall comply with the terms and conditions of this License Agreement including but not limited to the language guidelines and acceptable uses of the Official Mark (word mark) set out under sections 3 and 8 of Schedule “A”.

The Licensee is prohibited from using the Official Marks in relation to any property in whole or in part that is not a Certified Site. The Licensee shall comply with all directions, requirements and guidelines pursuant to this License Agreement including Schedule “A” and Schedule “B” in respect of the Official Marks and the Marketing Initiatives respectively.

The Licensee may wish to consider one or more of the following Marketing Initiatives to promote its Certified Site:

- Advertising including real estate sell sheets, brochures, flyers and newsletters
- Digital promotion, including websites, email marketing and social media
- Signage
- Video profiles

For any digital promotion of the Marketing Initiatives that include the Official Marks, the Licensee shall hyperlink at least one of the Official Marks (word marks) or the Official Marks (design marks) to the Province’s Investment Ready: Certified Site Program website in either English or French as applicable. The Licensee shall comply with the

language guidelines under section 3 of Schedule “A” when selecting to hyperlink to the English or French website in such digital Marketing Initiatives. The following hyperlinks may be amended from time to time by the Province in the Certification Instructions and Requirements under the Program Funding Agreement:

Hyperlink for English website: www.InvestInOntario.com/CertifiedSite

Hyperlink for French website: www.InvestinOntario.com/SiteCertifie

The Licensee is responsible for ensuring that all hyperlinks in such digital Marketing Initiatives are up to date and current at all times in accordance with the Certification Instructions and Requirements, incorporated by reference under the Program Funding Agreement, and publicly available at the below noted webpage on the Ontario.ca website.

The Licensee shall never use any of the Official Marks in any Marketing Initiatives by the Licensee in a manner that:

- suggests that the Government of Ontario endorses a particular organization, company, product, property or building;
- promotes a Site if applicable or any other property in whole or in part that has not received designation as a Certified Site, or such designation as a Certified Site has been suspended, terminated or expired;
- disparages any government body;
- implies that the designated property is suitable for a particular development purpose and that no further approvals, permits, consultations (including with aboriginal communities) or investigations are required prior to development;
- suggests that the Government of Ontario is guaranteeing the quality, accuracy, completeness or timeliness of any information related to the Certified Site;
- suggests that the Government of Ontario is providing any representations or warranties in relation to the Certified Site; and
- implies that prospective purchasers or lessors do not need to conduct their own usual due diligence before purchasing or leasing a given Certified Site.

For a complete listing of Eligible Costs for any Marketing Initiatives pursuant to the Program Funding Agreement, the Licensee shall consult with the Investment Ready: Certified Site Program Certification Instructions and Requirements Guide at www.Ontario.ca/CertifiedSite.

The Corporation of the City of Temiskaming Shores

By-law No. 2019-022

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

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

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

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

1. The amount levied on a property shall not exceed the percentage prescribed by the Minister under Section Subsection 317 (3), paragraph 2 of the Act; or 50 percent if no percentage is prescribed, of the total amount of taxes for municipal and school purposes levied on the property for 2018.
2. The percentage under paragraph 1 may be different for different property classes but shall be the same for all properties in a property class.
3. For the purposes of calculating the total amount of taxes for 2018 under paragraph 1, if any taxes for municipal and school purposes were levied on a property for only part of 2018 because assessment was added to the tax roll during 2018, an amount shall be added equal to the additional taxes that would have been levied on the property if the taxes for municipal and school purposes had been levied for the entire year.
4. An interim billing of 50 per cent of the total amount of taxes for municipal and school purposes levied on the property for 2018 shall be imposed for all classes.
5. An interim billing of 50 per cent of the annual local improvement charges shall be imposed for all classes, where applicable.
6. The provisions of the by-law apply in the event that assessment is added for the year 2019 to the tax roll after the date this by-law is passed and an interim levy shall be imposed and collected.
7. The said interim tax levy shall become due and payable in two (2) instalments as follows:
 - a) approximately 50 percent of the interim levy shall become due and payable on the 15th day of March, 2019; and

- b) the balance of the interim levy shall become due and payable on the 15th day of May, 2019.

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

- 8. On all taxes of the interim levy, which are in default on the 1st day of default, a penalty of 1.25 percent shall be added and thereafter a penalty of 1.25 percent per month will be added on the 1st day of each and every month the default continues, until December 31st, 2019.
- 9. a) On all taxes of the interim tax levy in default on January 1st, 2019, interest will be added at the rate of 1.25 percent per month for each month or fraction thereof of default.

b) On all other taxes in default on January 1st, 2019, interest shall be added at the rate of 1.25 percent per month or fraction thereof, and all by-laws and parts of by-laws inconsistent with this policy are hereby rescinded.
- 10. Penalties and interest added on all taxes of the interim tax levy in default shall become due and payable and shall be collected forthwith as if the same had originally been imposed and formed part of such unpaid interim tax levy.
- 11. The tax collector may mail or cause the same to be mailed to the residence or place of business of such person indicated on the last revised assessment roll, a written or printed notice specifying the amount of taxes payable.
- 12. This by-law shall come into force and take effect on the day of the final passing thereof.

Read a first, second and third time and finally passed this 8th day of January, 2019.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2019-023

**Being a by-law to authorize borrowing from time to time
to meet current Expenditures during the Fiscal Year
ending December 31, 2019**

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

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

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

1. That the Mayor and the Treasurer are hereby authorized to borrow, from time to time during the year 2019 (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 8th day of January, 2019.

Mayor – Carman Kidd

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. 2019-023 by The Corporation of the City of Temiskaming Shores on the 8th day of January, 2019 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 8th day of January, 2019.

_____)	_____
Witness Signature)	Carman Kidd, Mayor
Name: _____)	
)	
)	_____
)	Laura-Lee MacLeod, Treasurer

The Corporation of the City of Temiskaming Shores

By-law No. 2019-024

Being a by-law to authorize the Sale of Land to Michael Fila being Part 1 and 2 on Plan 54R-6054 (portion of Lakeview Avenue)

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

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

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

And whereas By-law No. 2015-160 establishes procedures for the disposal of real property, including the giving of notice to the public, governing the sale of land;

And whereas Council considered Administrative Report No. CS-040-2018 at the September 11, 2018 Regular Council meeting, held a public meeting on December 18, 2018 for both the proposed Stopping-Up and Closing and disposition of a portion of Lakeview Avenue;

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

1. That Council hereby confirms the procedures set forth in By-law No. 2015-160 have been followed by the municipality in order to allow for the sale of lands herein after referred to in this By-law;
2. That Council authorizes the entering into an Agreement of Purchase and Sale between Michael Fila as Purchaser and The Corporation of the City of Temiskaming Shores as Vendor, in the form annexed hereto as Schedule "A" and forming part of this by-law;
3. That Council agrees to sell land legally described as: PIN 61354-0374 (LT) legally described as Part 1 on Plan 54R-6054 being part of Lakeview Avenue Plan M-67 N.B. and PIN 61354-0410 (LT) legally described as Part 2 on Plan 54R-6054 being all of the lane abutting Lot 67 west side of Railway Street on Plan M-67 N.B. in the geographic Township of Bucke; Temiskaming Shores; District of Timiskaming in the amount of \$2,281.70 plus applicable taxes and other such considerations outlined in the said agreement;

4. That Council affirms that the Mayor and Clerk are authorized to execute the Agreement of Purchase and Sale annexed hereto as Schedule "A" to this by-law and all other documentation necessary to complete the sale of land transaction.
5. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 8th day of January, 2019.

Mayor – Carman Kidd

Clerk – David B. Treen

Schedule "A" Offer to Purchase

Michael Fila

(as "Purchaser"), having inspected the property, hereby agree to and with

The Corporation of the City of Temiskaming Shores

(as "Vendor")

to purchase the property legally described as:

PIN 61354-0374 (LT), being Part 1 on Plan 54R-6054 and

PIN 61354-0410 (LT), being Part 2 on Plan 54R-6054

consisting of 0.485 acres (1,196.1 m²), more or less

(herein called the "Real Property") at the purchase price of two thousand two hundred and eighty-one dollars and seventy cents (\$2,281.70) payable to the Vendor, subject to adjustments, on the closing date hereinafter set forth.

Release of Information

Vendor authorizes the release of any information relating to the Real Property to the Purchaser and the Purchaser's solicitor by any governmental body or authority and appoints the Purchaser and the Purchaser's solicitor as its agent for the purpose. Without limiting the generality of the foregoing the Vendor consents to the disclosure to the Purchaser and the Purchaser's solicitor of any information relating to the Real Property or the use thereof pursuant to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C.F. 31 and the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C. M. 56.

Deficiency Notices and Work Orders

The Vendor represents that as at the date of acceptance hereof the Vendor has not received from any municipal or other governmental authority any deficiency notice or work order affecting the Real Property pursuant to which any deficiencies are required to be remedied or any demolition, repairs or replacements are required to be carried out. If the Vendor receives any such deficiency notice or work order after the date of acceptance hereof, the Vendor shall forthwith produce same to the Purchaser for inspection. If by the date of closing the Vendor has not either (a) complied with such deficiency notice or work order, or (b) settled with the Purchaser any question of an abatement of the purchase price arising out of such deficiency notice or work order, the Purchaser may at his option either (a) accept the Real Property subject to such deficiency notice or work order or (b) terminate this Agreement. In the event of

termination as aforesaid, all moneys paid hereunder shall be returned to the Purchaser without interest or deductions.

Adoption of LSUC – OBA Document Registration Agreement

Provided the solicitors for each of the Vendor and the Purchaser are able to complete transactions using electronic registration, the parties agree to complete this transaction using electronic registration, to adopt the LSUC-OBA Document Registration Agreement in use on the Closing Date, and to abide by, and instruct their solicitors to abide by, the closing procedures set forth therein for electronic registration.

Acceptance

This Offer shall be irrevocable by the Purchaser until **11:59 P.M. on the 10th day after the date of signing the offer**, after which time, if not accepted, this Offer shall be null and void.

Title

Title to the Real Property shall be good and free from all encumbrances, except as set out in this Agreement, and except local rates, and except as to any registered restrictions or covenants that run with the land, and subdivision agreements with the municipality, provided the same have been complied with, and except for minor easements for hydro, gas, telephone or like services. Purchaser shall accept the Real Property subject to municipal and other governmental requirements, including building and zoning by-laws, regulations and orders, provided same have been complied with.

Requisitions

Purchaser shall be allowed until closing to investigate the title at his own expense and to satisfy himself that there is no breach of municipal or other governmental requirements affecting the Real Property, that its present use may be lawfully continued and that the principal buildings may be insured against risk of fire. If within that time any valid objection to title or to any breach of municipal or other governmental requirements, or to the fact that the present use may not be lawfully continued, or that the principal buildings may not be insured against risk of fire, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement shall notwithstanding any intermediate acts or negotiations, be null and void and the deposit money returned to the Purchaser, without interest or deduction, and the Vendor shall not be liable for any costs or damages whatever. Save as to any valid objection so made within such time the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the Real Property.

Surveys and Documents

The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except such as are in the possession or control of the Vendor. The Vendor agrees that he will deliver any existing survey to the Purchaser as soon as

possible and prior to the last day allowed for examining title. In the event that a discharge of any mortgage or charge held by a Chartered Bank, Trust Company, Credit Union or Insurance Company which is not to be assumed by the Purchaser on completion, is not available in registrable form on completion, the Purchaser agrees to accept the Vendor's solicitor's personal undertaking to obtain, out of the closing funds, a discharge or cessation of charge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion the Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by the Vendor directing payment to the mortgagee, of the amount required to obtain the discharge out of the balance due on completion.

Closing

This Agreement shall be completed on or before January 31st, 2019 on which date vacant possession of the Real Property shall be given to the Purchaser unless otherwise provided for herein.

Inspection of Property

The Purchaser acknowledges having inspected the Real Property prior to submitting this Offer and understands that upon the Vendor accepting this offer there shall be a binding Agreement of Purchase and Sale between the Purchaser and the Vendor. The Purchaser shall be entitled to inspect the Real Property immediately prior to the date for completion.

Adjustments

Unearned fire insurance premiums, fuel, taxes, rentals and all local improvements and water rates and other charges for municipal improvements to be apportioned and allowed to the date of completion of sale (the day itself to be apportioned to the Purchaser). Provided Purchaser may elect not to accept assignment of fire insurance in which case no adjustment for insurance premiums.

Costs

The deed or transfer, save for Land Transfer Tax Affidavit, to be prepared at the expense of the Purchaser and if a mortgage or charge is to be given back, it shall be prepared at the expense of the Purchaser in a form acceptable to the Vendor.

Planning Act Compliance

This Agreement shall be effective only if the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, C.P. 13 as amended, are complied with, and the Purchaser agrees, at his expense, to comply with such provisions and to proceed diligently with the application for such compliance, if necessary.

The Transfer/Deed of Land to be given to the Purchaser shall contain a statement of the Vendor and the Vendor's solicitor pursuant to section 50(22) of the Planning Act, R.S.O. 1990, C.P. 13 as amended.

Residency of Vendor

Vendor further agrees to produce evidence that he is not now and that on closing he will not be a non-resident of Canada within the meaning of s.116 of the *Income Tax Act* of Canada, or in the alternative, evidence that the provisions of s.116 regarding disposition of property by a non-resident person have been complied with at or before closing, failing which the Purchaser will be credited towards the purchase price with the amount, if any, which shall be necessary for the Purchaser to pay to the Minister of Revenue in order to satisfy the Purchaser's liability in respect of tax payable by the Vendor under S. 116 of the *Income Tax Act* of Canada by reason of the sale.

Facsimile and Electronic Transmission

Either party may execute this agreement by signing a facsimile or electronic transmission thereof. The parties agree that execution by any party of a facsimile or electronic transmission shall be in all respects identical to execution of an original or photocopy. The parties agree to accept a facsimile or electronic transmission of the signature of any party as evidence of the fact that the agreement has been executed by that party. In all respects a facsimile or electronic transmission signature may be accepted as having the same effect as an original signature.

Counterpart

This agreement may but need not be executed in counterpart.

Time of Essence

This Offer, when accepted, shall constitute a binding contract of purchase and sale, and time in all respects shall be of the essence in this Agreement.

G.S.T./H.S.T.

This transaction is **not** subject to Goods and Services Tax (G.S.T.) pursuant to the *Excise Tax Act* (Canada) as amended (the "Act") and/or Harmonized Sales Tax (H.S.T.) pursuant to the Act and the *Ontario Tax Plan for More Jobs and Growth Act*, 2009, S.O. 2009, C.34.

Representations and Warranties

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Real Property or supported hereby other than as expressed herein in writing.

Tender

Any tender of documents or money hereunder may be made upon the Vendor or Purchaser or upon the solicitor acting for the party on whom tender is desired, and it shall be sufficient that a cheque certified by a chartered bank or a trust company or the trust cheque of the law firm acting for the party desiring such tender be tendered instead of cash.

Costs of Registration

The Purchaser shall pay all costs of registration and taxes for registration of documents.

Legal Fees

The Parties agree that the Vendor will pay the Purchaser's reasonable legal fees for the transaction.

Gender

This Offer and the resulting Agreement to be read with all changes of gender or number required by the context.

Remainder of this page left blank intentionally

Signed, Sealed and Delivered this _____ day of _____, 2019.

in the presence of:

Purchaser: **Michael Fila**

Per: _____
Michael Fila

Purchaser's Address:
P.O. Box 86
North Cobalt, Ontario
P0J 1R0

The Vendor hereby accepts the above offer.

Dated at the City of Temiskaming Shores this _____ day of _____, 2019.

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

Mayor - Carman Kidd

Clerk - David B. Treen

Vendor's Address:
City of Temiskaming Shores
P.O. Box 2050 / 325 Farr Drive
Haileybury, Ontario
P0J 1K0
Attn.: David B. Treen, Clerk
Phone: 705-672-3363
Fax: 705-672-3200

We have authority to bind the Corporation.

Purchaser's Solicitor:

Evans, Bragagnolo & Sullivan LLP
P.O. Box 490
488 Ferguson Avenue
Haileybury, Ontario P0J 1K0
Attn: Lisa Neal

Phone Number: (705) 672-3338

Vendor's Solicitor:

Evans, Bragagnolo & Sullivan LLP
P.O. Box 490
488 Ferguson Avenue
Haileybury, Ontario P0J 1K0
Attn: Brigid Wilkinson

Phone Number: (705) 672-3338

The Corporation of the City of Temiskaming Shores

By-law No. 2019-024

Being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular meeting held on January 8, 2019

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

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

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

And whereas it is the desire of the Council of The Corporation of the City of Temiskaming Shores to confirm proceedings and By-laws;

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

1. That the actions of the Council at its Regular meeting held on **January 8, 2019** 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 8th day of January, 2019.

Mayor – Carman Kidd

Clerk – David B. Treen