



**The Corporation of the City of Temiskaming Shores
Committee of the Whole
Tuesday, June 4, 2024 – 3:00 p.m.
City Hall – Council Chambers – 325 Farr Drive**

Agenda

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

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

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

7. Public Meetings Pursuant to the Planning Act, Municipal Act, and Other Statutes

None

8. Public Works

a) Delegations/Communications

None

b) Administrative Reports

1. Memo No. 018-2024-PW – Environmental Services Operations Update

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 018-2024-PW, regarding the Environmental Services Update for information purposes.

2. Memo No. 019-2024-PW –Transportation Department Update

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 019-2024-PW, regarding the Transportation Services Update for information purposes.

3. **Memo No. 020-2024-PW – Funding Application under the Green Municipal Fund - Growing Canada’s Community Canopies (GCCC) Program**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Whereas, The Corporation of the City of Temiskaming Shores has an interest to increase the tree canopy in municipal spaces, including the Haileybury and New Liskeard Downtown Cores, Algonquin Beach Park and Farr Park.

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 020-2024-PW;

That Council directs staff to apply to the funding opportunity from the Green Municipal Fund’s (GMF) Growing Canada’s Community Canopies (GCCC) initiative; and

Further that The City of Temiskaming Shores also recognizes that the lifetime contribution from the Growing Canada’s Community Canopies initiative will not exceed \$10 million for tree planting within our municipality, inclusive of a maximum contribution of \$1 million for infrastructure activity costs, and that if approved this project will be counted towards that limit.

4. **Administrative Report No. PW-015-2024 – Street Light Projects Award**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-015-2024;

That Council approves the award of the contract to Miller Maintenance for the installation of street light projects, as detailed in Request for Quotation and Post Tender Addendum, PW-RFQ-002-2024 for a total upset limit of \$78,800 plus applicable taxes; and

That Council directs Staff to proceed with procurement of the materials, understanding that lead times are significant, and prepare the necessary by-law to confirm the agreement at the June 18, 2024, Regular Council Meeting.

5. Administrative Report No. PW-016-2024 – Haileybury Water Treatment Plant – Filter #3 Rehabilitation

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-016-2024; and

That Council directs staff to prepare the necessary By-law to enter into an agreement with Continental Carbon Group Inc. for the rehabilitation of filter #3 at the Haileybury Water Treatment Plant, in the amount of \$ 410,280 plus applicable taxes, for consideration at the June 18, 2024 Regular Council Meeting.

6. Administrative Report No. PW-017-2024 – Dymond Industrial Phase 1 Road Rehab– Tender Award

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-017-2024; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Miller Paving Limited for the Dymond Industrial Phase 1 Road Rehabilitation, in the amount of \$700,730 plus applicable taxes, for consideration at the June 18, 2024 Regular Council meeting.

c) New Business

None

9. Recreation Services

a) Delegations/Communications

None

b) Administrative Reports

1. Memo No. 013-2024-RS – Federation of Canadian Municipalities - Municipal Fleet Electrification Grant

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 013-2024-RS; and

That Council directs staff to prepare and submit a funding application to the Green Municipal Fund - Municipal Fleet Electrification Study Grant, in the amount of \$60,000.

2. Memo No. 014-2024-RS – Active Transportation Plan Progress Update

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 014-2024-RS, titled Active Transportation Plan Progress Update, for information purposes.

c) New Business

None

10. Fire Services

a) Delegations/Communications

None

b) Administrative Reports

1. Fire Activity Report – May 2024

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of the Fire Activity Report for the month of May 2024, for information purposes.

c) New Business

None

11. Corporate Services

a) Delegations/Communications

None

b) Administrative Reports

1. Economic Development Projects Update 2024

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of the Economic Development Projects Update – 2024, for information purposes.

2. Memo No. 021-2024-CS – Amend Fees By-law No. 2012-039 – Death Registrations

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 021-2024-CS, and

That Council directs staff to prepare the necessary by law to amend Schedule A – Administration Corporate Services of By-law No. 2012-039, being a by-law to adopt Schedules of Departmental User fees and Service Charges for the City of Temiskaming Shores, to increase the Death Registration fee (for deaths occurring outside of Temiskaming Shores) to \$30.00, for consideration at the June 18, 2024 Regular Council Meeting.

3. Administrative Report No. CS-019-2024 – Zoning By-law Amendment Application No. ZBA-2024-02: 468 Georgina Avenue (Houghton)

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-019-2024;

That Council directs staff to amend the provisions of the City of Temiskaming Shores Zoning By-law 2017-154 to rezone the subject land (468 Georgina Avenue) from General Commercial – Haileybury (C1A) to General Commercial – Haileybury Exception (C1A-1) to allow for a self-storage facility as a permitted use; and

That Council directs staff to prepare the necessary by-law to amend the City of Temiskaming Shores Zoning By-law 2017-154 for consideration at the June 18, 2024 Regular Council meeting.

4. Administrative Report No. CS-020-2024 – Agreement with the Timiskaming Health Unit regarding Municipal Community Safety and Well-Being Plan (CSWB)

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-020-2024;

That Council authorize the Mayor and Clerk to execute a Memorandum of Agreement between The Corporation of the City of Temiskaming Shores and the Timiskaming Health Unit (THU) as described in Section 7.0 Statement of Work for the period of August 1, 2024, to August 31, 2026;

That Council approve the 2024 supplemental contribution for September 1 – December 31, 2024, in the amount of \$14,372.50 to be withdrawn from the Working Capital Reserve for the continued implementation of Timiskaming District CSWB Plan; and

That Council approve the 2025-2026 contribution in the sum of \$54,615.50 from the Health & Social Services Budget for implementation of the Timiskaming District CSWB Plan up to the termination date of August 31, 2026.

5. Administrative Report No. CS-021-2024 – Sale of Municipal Property: Portion of Unopened Road Allowance Ninth Street and Portion of Two Lanes

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-021-2024;

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

- a. Lane between eight and ninth streets and north of Lakeview Avenue, described as Part 1 on Plan 54R-6423, and
- b. All of Ninth Street North of Lakeview Avenue, described as Part 2 on Plan 54R-6423;

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

That Council directs staff to prepare the necessary by-laws to Stop and Close the above-described road allowances, and to enter into an Offer of Purchase and Sale Agreement between the City of Temiskaming Shores as Vendor, and Matthew Krul and Nerissa Doy as Purchaser, for the above-described road allowances, in the amount of \$1,500 plus taxes (if applicable) plus all associated costs (legal, registration, survey, administration, etc.), in accordance with By-law No. 2015-160, for consideration at the June 18, 2024 Regular Council meeting.

6. Administrative Report No. CS-022-2024 – FedNor Funding for Northern Ontario Mining Showcase at MINExpo 2024

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-022-2024; and

That Council directs staff to prepare the necessary by-law to enter a funding agreement with FedNor for the Northern Ontario Mining Showcase at the MINExpo, for consideration at the June 18, 2024 Regular Council meeting.

c) New Business

None

12. Schedule of Council Meetings

- a) Regular Council Meeting – June 18, 2024 starting at 6:00 p.m.
- b) Committee of the Whole Meeting – July 9, 2024 starting at 3:00 p.m.
- c) Regular Council Meeting – July 9, 2024 starting immediately after the Committee of the Whole Meeting

13. Closed Session

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

- a) *Section 239(2)(b) of the Municipal Act, 2001* – Personal matter (identifiable individual) – Staffing Update; and
- b) *Section 239(2)(a) of the Municipal Act, 2001* – Security of the Property of the Municipality – Rockin’ On Canada Day Event.

14. Adjournment

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

Memo

To: Mayor and Council
From: Steve Burnett, Manager of Environmental Services
Date: June 4, 2024
Subject: Environmental Department Update

Mayor and Council:

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

Water and Sanitary Operations

Staff continue to repair/maintain both the water and sanitary systems within the City and address issues as they arise. The watermain flushing program started on May 23rd in Dymond and Haileybury. The New Liskeard System is scheduled to start on June 3rd.

Training

Certification renewal applications have been submitted for 3 operators. One operator has successfully passed the Level 1 exam and the certification application has been submitted. Staff will investigate continuous education unit and on-the-job training opportunities in the near future.

Blue Box Transition

The request for proposal (RFP) released by Circular Material Ontario (CMO) to provide blue box material collection services within the Temiskaming District catchment area closed on March 20, 2024. The announcement of award is expected in early Q3.

Staff will reach out to the company awarded the collection services, to discuss collection/costs for Industrial, Commercial, and Institutional (ICI) establishments and collection scheduling to ensure a smooth transition. Currently there are approximately 230 ICI establishments that receive collection services within Temiskaming Shores.

A meeting was recently scheduled with CMO, however was postponed to a future date.

Capital Projects

- **ICI Water Meter Program (Carryover)** – Training continues with staff related to the implementation of the billing software.

- **North Cobalt Lagoon Rehabilitation** – The majority of the work is now complete. The remaining item is the installation and commissioning of the blowers.
- **Haileybury Water Treatment Plant Filter #3 Rehabilitation** – the proposal from Continental Carbon Group has been received and will be presented to Council for consideration at the Committee of the Whole Meeting on June 4th.
- **Intrusion Alarm Upgrades – Water and Wastewater Facilities** – This project is now complete.
- **Haileybury Landfill Closing Activities** – York1 Remediation started this project on May 22nd, 2024. The work is progressing very well. Please see pictures below.



Prepared by:

“Original signed by”

Steve Burnett
Manager of Environmental Services

Memo

To: Mayor and Council
From: Mitch McCrank, Manager of Transportation Services
Date: June 4, 2024
Subject: Transportation Department Update
Attachments: N/A

Mayor and Council:

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

April 12th Rain Event – Follow-up

Majority of the repair on Radley Hill has been complete. Asphalt Patching is left to complete. Costs for event will be calculated and shared once invoices are all captured.

Operations

Roads department is in full spring maintenance mode. We will be continuing with:

1. Managing Potholes and Road repairs The Asphalt Plant is now running and patches are being completed
2. Sweeping of Streets and Sidewalks. We are hoping to wrap up a large majority of our sweeping activities next week. We will continue to sweep throughout the summer months with our Sweeper truck.
3. Lawn Repairs; Sidewalk Inspections;
4. Symbols and Line Painting – Grass King is working on painting intersection with favourable weather. Midwestern is mobilizing June 10th.
5. Country Road Maintenance;
6. Brushing City rights-of-way, especially along City Sidewalks;
7. Public Works Week was a huge success this year. We will look to expand our Education program to more local schools next year. Our Fundraiser BBQ raised over \$1,100 dollars for community cancer care.

2024 Capital Projects

- **Albert Street** – Substantial completion May 31st.
- **Roads Program** – Began May 24th. Paving ongoing
- **Street Light Projects** – Look to begin as soon as possible pending council approval.
- **Dymond Industrial Phase 1 Road Rehab** – Schedule Maintenance activities and grade drawing. Paving to commence during the summer months.

Prepared by:

“Original signed by”

Mitch McCrank, CET
Manager of Transportation Services

Memo

To: Mayor and Council
From: Mitch McCrank, Manager of Transportation Services
Date: June 4, 2024
Subject: Green Municipal Fund – Tree Planting - Funding Application
Attachments: Supporting Documents

Mayor and Council:

Staff wish to inform Council that there is a current opportunity from the Green Municipal Fund (GMF) titled Growing Canada's Community Canopies (GCCC) – which is open to apply with a deadline of July 12th, 2024, They are currently accepting applications for projects that are intended to increase the tree canopy in municipal spaces. Some locations that have been identified with staff include both our Downtowns, Algonquin Beach Park and Farr Park.

The fund is a \$291M initiative that supports planting trees across the country, contributing to climate action. GCCC aims to plant at least 1.2 million new trees by March 31, 2031. The initiative is a part of GMF's broader approach to nature-based climate solutions, which will achieve significant carbon sequestration and increase forest and community resilience to climate change.

GCCC offers funding to support the accessible, ambitious, resilient and equitable expansion of tree canopies in communities. GCCC will support projects that contribute to incremental tree planting in and around population centres, such as community-wide urban planting, forest restoration in naturalized areas, and more localized planting projects. GCCC seeks to fund projects that maximize the social, environmental, and economic benefits of tree planting and increase biodiversity and ecosystem health.

This funding opportunity is a grant for up to 50% of eligible costs, with a minimum project of \$50,000 and maximum of \$10 million. Costs incurred include infrastructure upgrades activity that are directly associated with tree planting. Staff have initiated conversations with a Landscape Architect to enquire about requirements and past practice / experiences with such funding.

Staff are asking Council for the City of Temiskaming Shores to provide support for this application and if successful, work shall be budgeted accordingly during the 2025 budget process. Request for support has also been sent to the New Liskeard BIA.

Prepared by:

Reviewed and submitted for
Council's consideration by:

Mitch McCrank, CET
Manager of Transportation Services

Amy Vickery, CMO
City Manager



GREEN
MUNICIPAL
FUND

FONDS
MUNICIPAL
VERT

Growing Canada's Community Canopies Application Guide

Tree Planting

Updated: March 2024

A program of



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WELCOME AND INTRODUCTION

The Green Municipal Fund's (GMF) Growing Canada's Community Canopies (GCCC) is a \$291M initiative that supports planting trees across the country, contributing to climate action. GCCC aims to plant at least 1.2 million new trees by March 31, 2031. The initiative is a part of GMF's broader approach to nature-based climate solutions, which will achieve significant carbon sequestration and increase forest and community resilience to climate change.

GCCC offers funding to support the accessible, ambitious, resilient and equitable expansion of tree canopies in communities. GCCC will support projects that contribute to incremental tree planting in and around population centres, such as community-wide urban planting, forest restoration in naturalized areas, and more localized planting projects. GCCC seeks to fund projects that maximize the social, environmental, and economic benefits of tree planting and increase biodiversity and ecosystem health.

For more information on GCCC, please visit our [initiative webpage](#). GCCC is funded by the Government of Canada and delivered by the Federation of Canadian Municipalities. FCM has partnered with Tree Canada to enable capacity development.

HOW TO USE THIS GUIDE

This guide outlines everything you need to know about applying for funding under GCCC – Tree Planting. It contains application instructions, information about how your project will be evaluated and tips for completing a great application.

Follow the directions in this guide as you complete your pre-application and full application forms. Answer each question with enough detail so that someone who has never heard of your project would fully understand your application.

The appendices at the end of the guide contain more useful information:

- [Appendix A: Glossary of key terms](#)
- [Appendix B: Funding details](#)
- [Appendix C: Required supporting documents](#)
- [Appendix D: Evaluation of application](#)
- [Appendix E: Reporting requirements](#)
- [Appendix F: Municipal council resolution template](#)

IMPORTANT: Please visit our [funding webpage](#) prior to reading this application guide. It has essential information about funding amounts, project eligibility (including a quick “readiness check” you can complete to see if your project looks

like a good fit) and required project outcomes. This application guide will navigate you towards submitting a complete application.

GMF respects the principles of OCAP®. Any product, data or information that may include Indigenous knowledge may be submitted at the discretion of the applicant.¹

If you would like support to complete this application, please contact us at gmfinfo@fcm.ca, call 1-877-417-0550 or [book a meeting with a GMF representative](#).

¹ The principles of ownership, control, access and possession—more commonly known as OCAP®—assert that Indigenous communities have control over data-collection processes, and that they own and control how this information can be used.

APPLICATION PROCESS

To apply for GCCC – Tree Planting funding, you must submit:

- A pre-application form
- A full application form
- A project workbook
- All [required supporting documents](#)²

Here is a high-level overview of the sequence of phases in the application process:

Phase 1: Readiness check

Before applying, please answer the questions in the “readiness check” on our [funding webpage](#) to find out if your tree planting project could be eligible for funding and to learn about next steps.

Phase 2: Contact a GMF representative

After you have completed the readiness check and determined if you could be eligible, please contact a GMF representative to discuss your project and obtain the necessary pre-application form through [FCM’s funding portal](#).

Contact a GMF representative to schedule an appointment:

1-877-417-0550

gmfinfo@fcm.ca

[Book a meeting with a GMF representative](#)

Phase 3: Pre-application submission³

You must submit a pre-application form through [FCM’s funding portal](#). To do this, create a client profile in the portal and follow the steps listed there to submit your pre-application form. Supporting documents are not required at this stage—they will need to be submitted as attachments with your full application form only.

If you are having trouble completing this phase, contact a GMF representative at gmfinfo@fcm.ca, call 1-877-417-0550 or [book a meeting with a GMF representative](#).

² Required documents are to be submitted as attachments to your full application form only.

³ A reminder: If you are a municipality or municipal corporation from Quebec, all pre-applications must be submitted and approved by Ministère des Affaires municipales et de l’Habitation (MAMH). Please review the steps on how to apply on [our webpage](#).

Phase 4: Eligibility determination

A GMF representative will review your pre-application form. They will confirm whether your organization and initiative are eligible to proceed to the next stage of the application process. You should receive a response within five business days of the date we receive your pre-application form.

Phase 5: Full application submission

If your organization and initiative are confirmed to be eligible to proceed to the next stage, your GMF representative will inform you that the full application form is available through [FCM's funding portal](#). They will also provide you with a project workbook template to complete and submit with the full application form.

It is important to note that even if a project is deemed eligible to move forward with a full application, it does not guarantee that the project will be approved for funding.

As you complete the application form, contact your GMF representative if you have any questions. Once you've filled out the application form and project workbook and attached the required supporting documents, submit them to GMF through [FCM's funding portal](#).

Phase 6: GMF project officer review

Once the full application form is submitted, a GMF project officer will be assigned to your file and will review your application for accuracy and completeness. They will work with you to resolve any remaining questions and be your point of contact throughout the remainder of the application and funding-decision process.

Phase 7: Peer review and internal review

External peer reviewers evaluate GCCC – Tree Planting funding applications. There will also be an internal analysis to provide a funding recommendation to FCM's Board of Directors.

Phase 8: Funding decision

FCM's Board of Directors approves projects funded under GCCC – Tree Planting. Please refer to our [funding webpage](#) for information on when you can expect a funding decision.

STEP 1: VERIFY READINESS

Before you request a pre-application form, please complete the “readiness check” on our [funding webpage](#). This will give you a good indication of whether your project is suitable to apply for GCCC – Tree Planting funding.

If you’re not sure whether your project aligns with the funding, or if you have questions about how to apply, please contact a GMF representative at gmfinfo@fcm.ca or 1-877-417-0550.

STEP 2: SUBMIT A PRE-APPLICATION

All applicants must complete a pre-application form and submit it to GMF **by uploading the form in the “supporting documents”** section of [FCM’s funding portal](#).

The instructions in this step will guide you in answering the questions on the pre-application form.

The information you provide in your pre-application will help GMF assess whether your initiative aligns with the funding requirements and is eligible to proceed to the next phase (full application).

The project description should provide GMF staff with a reasonable understanding of what you plan on accomplishing with funding. A series of screening questions will help us determine whether your project should advance to full application, whether you would likely benefit from coaching during the application process, or whether your project is ineligible for GCCC – Tree Planting funding.

Applicant information

In this part, we’re asking you to tell us who you are, where you are from and who your main partners are, if any.

IMPORTANT: Please complete this section of the form directly in [FCM’s funding portal](#) to ensure we have accurate applicant information. If you have challenges completing this part in the portal, please contact us at gmfinfo@fcm.ca, call 1-877-417-0550 or [book a meeting with a GMF representative](#).

Participating organizations

In this section, please provide the name and role of each participating organization. Use the guidance in the following table to help you complete this section.

IMPORTANT: If your organization is *not* a municipal government, your initiative must be delivered in partnership with one. You will be required to provide the name of the main project contact for your lead municipality on the project team. You will also be required to submit a municipal council resolution stating municipal partnership. Please see [Appendix C: Required supporting documents](#) for requirements of non-municipal applicants and see [Appendix F: Municipal council resolution template](#) for an example of a council resolution.

Application question	Required supporting information
Organization name [type to select from list in the portal]	You must use the full legal name of the organization.
Organization role [select one]	You will select from the following options in a drop-down menu: ⁴ Lead Applicant: a entity (e.g., not-for-profit, municipal services corporation, etc.) in partnership with the lead municipality) Lead Municipality: the primary municipal partner to a non-municipal lead applicant; usually the municipality where the initiative is taking place or that will benefit from the initiative Lead Applicant and Municipality: if the lead applicant is a municipality, this is the appropriate selection Partner: if the organization is not the lead applicant or the lead municipality, this is the appropriate selection (e.g., projects with multiple municipal partners, any non-municipal funders, consultants, etc.)

Project contacts

In this section, please provide details for the lead project contact(s). Be sure to include their primary role(s) in the project and their affiliated organization(s). Use the guidance in the table below to help you complete this section.

⁴ The lead on the application (whether it be a “lead applicant” or a “lead applicant and municipality”) is responsible for signing the agreement with FCM, overseeing the initiative (even if a third party completes the work), incurring the costs of the initiative and submitting the required reporting to FCM.

(You may include additional contacts here, but it is not required at this stage. You will have to provide contact details for all project contact(s) at the full application stage.)

IMPORTANT: Contacts listed in this section will have access to view the application, but the form can only be submitted by the **application contact**. We strongly recommend that you designate only one application contact who will be responsible for completing the full application process and receiving all related FCM correspondence.

Application question	Required supporting information
Organization name [select from list in the portal]	You will only be permitted to select the names of the organizations you listed as participating organizations in the previous question.
Contact name [open text]	Please enter first and last name.
Contact role [select one]	You will select from several options in a drop-down menu. One of the contacts you provide must be the Application Contact . This is the primary contact for the application and the person who will be permitted to submit the application. If you wish to provide additional contacts, we recommend you select them from the following list: Secondary Contact: the secondary point of contact supporting the submission of the application Municipal Contact: contacts representing the municipality if not already identified as an application contact or secondary contact Consultant: the primary contact representing the consulting team, if applicable Read-Only: a contact that is permitted to view the application; they will not be permitted to make any changes to the application directly

Project information

In this part, we are asking you to:

- Provide an overview and description of the project
- Confirm that your planting plan includes detailed specifications
- Confirm that you have a maintenance plan

Project overview

In this section, please indicate your project’s working title. This title will be used to publicly identify the project. Use the guidance in the following table to help you complete this section.

Application question	Required supporting information
Project working title [open text]	The title should include, at a minimum: <ul style="list-style-type: none"> the name of the municipality or, in the case of multiple municipalities, the region a description of what the project is with at least one keyword based on the project

We are asking you to answer the next question because you cannot apply for the Government of Canada’s 2 Billion Trees Program (or for a provincial or territorial program funded through the 2 Billion Trees program) and GCCC – Tree Planting funding for the same project.

Question: Has the municipality where trees are being planted previously received funding through the Government of Canada’s 2 Billion Trees program or from a provincial or territorial program funded through the 2 Billion Trees program? [select one]

- Yes
- No
 - If yes, was it for this project? [select one]
 - Yes
 - No

In the next question, we’re asking you to tell us whether the municipality where trees are being planted has previously received funding through GCCC for tree planting—either directly as the lead applicant or indirectly through a partner that planted trees within the municipal boundary.

If the answer is yes, please indicate the total value of previously accessed funding for the municipality, including funds received directly by the municipality and funds received by a partner for planting activities occurring within the municipal boundary.

Question: Has the municipality where trees are being planted previously accessed funding through GCCC for tree planting? [select one]

- Yes
- No
 - If yes, please indicate the total value of previously accessed funding under this initiative. [open text]

Note: You can submit more than one application for GCCC – Tree Planting funding. GMF will contribute up to a maximum of \$10 million in cumulative funding, including a maximum lifetime contribution of \$1 million in infrastructure activity costs within the boundaries of a municipality over the lifetime of a program, regardless of whether the municipality is the lead applicant or a partner. Please refer to [Appendix B: Funding details](#) for an overview of eligible infrastructure costs.

Project description

In this section, we're asking you to provide a short description of the project, including tree planting objectives, covering the information requested in the table below. The information you provide in this section will help us to better understand your initiative and the project site.

Details to include in your project description

- A brief description of the project site(s), including the type of growing environment planned; carried out and/or planned site-preparation activities; the tree species to be used and their appropriateness for the local area; and how the species chosen will support forest diversity and resilience
- A brief description of the scope of your project, including the tree planting objectives and key activities that it will include (i.e., what do you want the project to achieve?)

Planting plan

Submitting a detailed planting plan (or equivalent) prepared or reviewed by a professional with urban tree or forest health training, will be a requirement at the full application stage. Please indicate in your answer the question below if you have this document.

Question: Do you have a planting plan (or equivalent) prepared or reviewed by a professional with urban tree or forest health training (arborist, forester, biologist, ecologist, landscape architect or horticulturalist)? [select one]

- Yes
- No

At the full application stage, peer reviewers will assess your planting plan to determine if you are planting the right trees in the right places to maximize long-term survival.

The following elements should be considered in your planting plan:

Site selection:

- Location of the planting sites
- Ownership of the planting sites

Site analysis:

- Soil conditions: Depth, volume, texture, nutrient capacities, compaction, moisture and drainage
- Growing conditions: Sunlight exposure, water availability
- Height/space restrictions: Rooting and growing space for planted trees, including overhead and belowground wires, utilities, and other infrastructure or physical limitations
- Other factors to consider: Salt spray, wind exposure, water accumulation in all seasons, snow removal, etc.

Stock selection:

- Identifying procurement options for tree stock
- Identifying the size of stock to be planted
- Explaining any considerations in selecting the quality of stock

Species selection:

- Species to be planted
- Species suitability: Explaining how the species selected match(es) site conditions (soil type, sunlight, space availability)
- Species composition: Indicating total number of species, native vs. non-native, etc.
- Alignment with project objectives: Explaining how species selection aligns with project objectives
- Regulations: Explaining how species selection complies with local regulations
- Additional rationale: Explaining if any official guidance or overarching plans (e.g., provincial guidance on tree planting) have informed decisions on species selection; elaborating on anything else that has informed species selection

Planting design:

- Tree spacing and layout for forest restoration/afforestation
- Detailed designs for urban plantings
- Timing of planting operations

Planting techniques:

- Hole size, depth of planting
- Root ball preparation
- Backfilling procedures
- Mulching
- Tree protection measures

Soil-preparation techniques:

- Details on any soil-preparation activities, such as improving soil structure and soil amendments

Please indicate in your answer to the question below what elements your planting plan includes. If your planting plan lacks any of these elements, you may benefit from our dedicated coaching. For more information on coaching, please visit our [Tree Canada coaching webpage](#).

Question: Please check the box if the planting plan includes detailed specifications regarding the planning of: [select all that apply]

- Site selection
- Site analysis
- Stock selection
- Species selection
- Planting design
- Planting techniques
- Soil-preparation techniques

Maintenance plan

At the full application stage, you will be asked to describe how you plan to care for and maintain the trees that will be planted in the first years of planting as well as over the long term. Please indicate your response to the question below.

Question: Do you have a plan to maintain trees in the long term, which includes schedules and tasks for tree maintenance such as watering, mulching, weeding, [pruning practices](#), fertilization, tree support removal, monitoring and evaluation protocols, and pest and disease management? [select one]

- Yes
- No

Project eligibility

In this part, we will ask you to provide some key details about your project. Your answers to the questions below will enable us to confirm your project's eligibility.

Budget

In this section, please indicate your project's estimated start and end date, the amount of your funding request and the anticipated total project cost.

IMPORTANT: To be eligible for this funding, your project must have a minimum value of \$50,000. Planting activities, including site preparation, must be completed within two years of receiving funding approval, with one additional year allocated for monitoring and maintenance activities.

Budget	Required supporting information
Project start and end dates (yyyy-mm-dd) [date fields]	Indicate the estimated start and end dates for your proposed initiative.
Funding request (\$) [currency field]	Indicate the amount of funding you are requesting for your proposed initiative.
Anticipated total project cost (\$) [currency field]	Provide the anticipated total cost of your proposed initiative.

Incremental planting

In this section, we want to know if your project’s tree planting will be incremental, meaning above and beyond current municipal tree planting efforts. Proposed tree planting activities must be new activities, and your project will be determined ineligible if funding would replace/displace previously committed budgets or sources of funding for tree planting. Please indicate whether this is the case in your response to the question below.

Question: Will this project result in incremental tree planting (over and above normal planting activities)? [select one]

- Yes
- No

Legally required activities

In this section, we’d like to know if your project is a voluntary contribution to tree planting—not a mere fulfilment of legal obligations. Projects where the planting, management and monitoring of trees is legally required following commercial activity (e.g., logging, construction, or any other business operations that might involve the removal or damage of trees) or as a condition for impact assessment approval are not eligible. Please indicate your response to the question below.

Question: Are the planting activities in this project legally required (e.g., following commercial activity or as a condition for impact assessment approval)? [select one]

- Yes
- No

Project site(s)

In this section, we want to find out if your selected project site is suitable for permanent planting. Answering “yes” to the question below affirms your intention for the trees to remain there permanently.

Question: Will the tree planting be a long-term initiative where the site allows for permanent planting of trees? [select one]

- Yes
- No

In the next question, we want to confirm that your project will contribute to planting that is ecologically suitable or otherwise appropriate for its location, given the site conditions. This includes not planting on sites that naturally would be non-forest ecosystems, such as natural grasslands or wetlands. Please indicate your response to the question below. (If you answer “yes” in the question below, your project will be considered ineligible.)

Question: Will your project transition intact non-forested ecosystems (such as native grasslands and wetlands) to forests? [select one]

- Yes
- No

Species selection

Projects that plant invasive species, defined by provincial/territorial governments or other authorities, are not eligible for funding. The planting of invasive species may contravene provincial, territorial and/or federal laws related to forested lands and species at risk. Please indicate in your response to the question below whether any species in your project proposal are considered invasive species.

Question: Does the species selection include any species considered invasive by regional, provincial or federal authorities? [select one]

- Yes
- No

Declaration and signature

In the declaration and signature section, simply type the information of the person with signing authority from the lead applicant organization.

Note: Only the lead applicant with the “application contact” role can submit the pre-application form. They must ensure they have permission to submit the application on behalf of their organization. Consultants working with a lead applicant to prepare this application cannot sign this declaration or submit this form.

STEP 3: SUBMIT A FULL APPLICATION

If your project is deemed eligible (based on the information you provided in the pre-application form), your GMF representative will inform you that the full application form is available through [FCM's funding portal](#). They will also provide you with an Excel project workbook template to complete and submit.

As you complete the application form and workbook, please contact your GMF representative if you have any questions. Once you've verified the information in your application form, project workbook and required supporting documents, please submit them to GMF through [FCM's funding portal](#).

Note: Answers you provided during the pre-application stage will not be pre-populated in the full application form. You will need to provide these responses again.

Applicant information

Instructions on how to answer these questions were provided in the pre-application guidance ([Applicant information](#) section).

Note: Please submit contact details for any additional project contact(s) at this stage.

Supporting document(s)

IMPORTANT: At this stage, you may be required to attach the supporting documentation specified through [FCM's funding portal](#).

Possible required attachments for the “Applicant information” section:

All projects led by municipal partners must include a council resolution demonstrating the municipality's support for tree planting within its jurisdictional

boundaries. See [Appendix E](#) for a template municipal council resolution and see [Appendix C: Required supporting documents](#) for requirements for non-municipal applicants.

Project information

In this part, we're asking you for some more information so we can better understand the details of your project.

Note: When possible, please refer to specific page numbers or sections in your supporting documents when you answer application questions. This will ensure staff and peer reviewers evaluate your application accurately.

Project overview

Instructions on how to answer this were provided in the pre-application guidance ([Project information](#) section).

Project description

Instructions on how to answer this were provided in the pre-application guidance ([Project information](#) section).

Project site(s)

Instructions on how to answer this were provided in the pre-application guidance ([Project eligibility](#) section).

Incremental planting

Instructions on how to answer this were provided in the pre-application guidance ([Project eligibility](#) section).

Legally required activities

Instructions on how to answer this were provided in the pre-application guidance ([Project eligibility](#) section).

Permits

If your project requires them, all permits, approvals and authorizations must be obtained before tree planting commences to ensure your project complies with local and national regulations. Please respond to the question below to indicate if any required permits and regulatory approvals have been secured. If permits or approvals are required that have not yet been secured, please provide an update on the status of these permits or approvals. If permits are or approvals are not required, please select “not applicable”.

Question: Appropriate permits, approvals and authorizations are required for funding to be administered. Have all required permits and regulatory approvals for this project been secured? [select one]

- Yes
- No
- N/A

○ If no, please tell us the status of any required permits. [open text]

Planting on non-municipal land

When planting projects occur on non-municipal land, consent must be obtained from the landowner. You will need to attach letters of support from landowners for any plantings on non-municipal land. The landowner should also demonstrate that the planting site will be permanent and commit to maintaining the trees over the long term. See the [Supporting document\(s\)](#) section.

NOTE: For distributed planting on private land such as residences, the lead applicant is accountable for the planting and first year’s maintenance of funded trees. Lead applicants may delegate this responsibility to a third party, provided they provide proof of this delegation. For projects with distributed residential planting where the exact sites are unknown at the time of application, a contract template that would be signed by each property owner demonstrating their long-term commitment to maintaining the trees could be provided instead of letters of support.

Please indicate whether this consent, demonstrated through letters of support, is in place, if applicable, in your response to the question below.

Question: If tree planting is to occur on non-municipal lands, has support been obtained? [select one]

- Yes
- No
- N/A

Supporting document(s)

Important: At this stage, you may be required to attach the supporting documentation specified through [FCM's funding portal](#).

Required attachments for the “Project information” section:

You will need to provide letters of support from landowners or landowner contract templates for residential plantings, if applicable.

Project approach

In this part, we want to better understand your project's approach and methodology. We'd like more information on your project team, project preparation, engagement strategy, connection to long-term forest management and planning objectives, planting plan, tree selection strategy, risk management, and your maintenance and monitoring approach.

Project team

In this section, please answer the following questions describing your project team. In the table, please identify members of your project team (including your project partners, if applicable) and their roles in the project.

The table should include at least one member of the lead applicant's project management team, as well as anyone responsible for training and capacity-building to ensure the successful completion of your initiative. If your project is sponsored or championed by a municipal elected official, include them as well.

If you have not yet hired a key team member, please identify them in the table anyway (e.g., “consultant TBD”) and detail their *anticipated* roles and responsibilities along with their *required* level of experience and expertise (e.g., as defined in your request for proposal).

Applications will be assessed based on the project team and its ability to lead the project to completion and deliver the expected benefits.

Question: Please describe in the table below the roles and responsibilities of the project team and partners.

[fillable table]

Name	Title	Organization	Scope of responsibilities	Years of experience
[open text]	[open text]	[open text]	[open text]	[numerical]

Project preparation

Your application will be evaluated on the extent and quality of preparatory work prior to planting, including conducted or planned site-preparation activities, the participation of qualified professionals, and the status of inputs for the project (i.e., tree stock availability; connection with nurseries, land and labour) to assess your ability to successfully deliver the project. Not having project inputs secured at the time of application will not jeopardize the chance of receiving funding if there is a reasonable plan to secure those inputs without significantly compromising project timelines.

In your response to the question below, please describe any preparatory work that has been or will be carried out, including site-preparation activities such as soil preparation including decontamination or replacement if needed site clearing, fertilization, residue management and any other preparation activities that are required. If site preparation involves the removal or installation of infrastructure, please describe if the work requires/required the participation of qualified professionals, such as engineers.

IMPORTANT: You may also attach an additional document providing the details of the site-preparation plan in the Supporting document(s) section, or you could include it as part of your planting plan and reference the page numbers.

Question: Please describe any preparatory work that has been or will be carried out, including site-preparation activities.

[open text]

Engagement strategy

In this section, we'd like to know about your project's plan for engagement.

When you fill out the table below, please describe the extent to which you have identified and engaged and/or plan to engage relevant rights holders and stakeholders for successful project planning, design, execution and operations. For example, these might include operations staff, staff from other relevant departments, council, regulators, agencies, Indigenous groups from the traditional territories the municipality is situated upon, citizens' groups, and not-for-profit organizations.

IMPORTANT: If an engagement strategy has already been created for the project, please include it as an attachment in the Supporting document(s) section.

Where appropriate, GMF strongly emphasizes actively building broad public support with the community, as well as inclusive, accessible, and authentic engagement and representation of equity-deserving groups.

For each group identified, select the level of engagement among these five categories from [IAP2's Spectrum of Public Participation](#):

- **Inform:** The group will be/has been provided with balanced and objective information to assist them in understanding the problem, alternatives and/or solutions.
- **Consult:** The group will provide/has provided feedback on analysis, alternatives and/or decisions.
- **Involve:** You will work/have worked directly with the group throughout the process to ensure that their concerns and aspirations are consistently understood and considered.
- **Collaborate:** You will partner/have partnered with the group in each aspect of the decision, including the development of alternatives and the identification of the preferred solution.
- **Empower:** This group will have/has had final decision-making power.

Question: Please describe in the table below the engagement plan for your project.

[fillable table]

Stakeholder or rights holder, including equity-deserving groups	Level of engagement	Description
Group A	[select one]* <ul style="list-style-type: none"> • Inform • Consult • Involve • Collaborate • Empower 	[open text]
Group B	[select one]* <ul style="list-style-type: none"> • Inform • Consult • Involve • Collaborate • Empower <p>* In cases where one activity serves several purposes, select the <i>highest</i> degree of engagement the activity serves (e.g., “consult” rather than “inform”).</p>	[open text]

In this next question, we're asking you to describe any inclusive engagement practices that were/will be implemented for your project, or how you plan on developing these practices with stakeholders/rights holders.

Inclusive community engagement entails identifying and engaging with equity-deserving groups or vulnerable populations that have an interest in the project, reducing barriers to participation, empowering diverse groups with decision-making, and building relationships and connections through meaningful engagement.

Examples of inclusive community engagement practices include, but are not limited to, the following:

- Identifying and addressing potential barriers to participation by equity-deserving groups (personal resources, motivation and attitude, cultural factors, etc.)
- Making changes to the project based on feedback received from community engagement activities
- Using multiple methods of communication to help reach diverse groups in the community
- Reviewing communication materials for improved accessibility (e.g., written clearly in a style like plain language; translated into the languages spoken in the community; formatted with high-contrast colours, accessible fonts, alt text for visuals, etc.)

Please describe your project's inclusive engagement practices in your response to the question below.

Question: Please describe any inclusive engagement practices that were or will be implemented for your project.

[open text]

Connection to long-term forest management and planning objectives

In this section, we want to better understand how your project's planting activities are linked to or supported by the municipality's long-term forest management and planning objectives.

Your application will be evaluated on the presence of a municipal framework to support tree management and its connection to the project. A framework may include existing municipal or regional policies, plans, programs or guidelines (e.g., urban forest management plan, urban forest strategy, best management practices, tree protection bylaws, urban master plans, or other laws or policies that impact the

protection or set goals for tree cover).

When you fill out the table below, please include a brief description or a web link for policies, bylaws, plans, best-management practices or other dimensions of your municipality’s approach to supporting long-term tree management. Please also show how the project’s planting activities are linked to these objectives.

Question: Please describe in the table how this initiative is connected to long-term management and planning objectives.

[fillable table]

Long-term forest management or planning objective	Description of how planting activities are linked
[open text]	[open text]

Tree planting

GCCC aims to plant at least 1.2 million new trees by March 31, 2031. Applications that maximize tree planting through multiple planting types or that demonstrate ambition relative to a municipality’s size will be more likely to receive funding (please see [Appendix D: Evaluation of applications](#)).

In your answer to the question below, please indicate the proposed number of trees to be planted for your project.

Question: Please indicate the proposed number of trees to be planted. [numerical]

Planting plan

Instructions on how to answer these questions were provided in the pre-application guidance ([Project information](#) section).

You are required to provide a planting plan (or equivalent). It should be prepared or reviewed by a professional with urban tree or forest health training (arborist, forester, biologist, ecologist, landscape architect, horticulturalist). A detailed list outlining what should be considered in your planting plan was provided in the pre-application guidance ([Project information](#) section). Please upload your planting plan in the Supporting document(s) section.

Species selection

Canada's rapidly changing climate is adversely affecting forest health across the country. In your response to the question below, please indicate the ways that your project's tree selection will contribute to forest resilience to climate change. Please refer to [Appendix A: Glossary of key terms](#) for definitions.

Question: Please select if/how the tree selection will contribute to forest resilience to climate change:

- Planting a variety of tree species to promote biodiversity
- Planting resilient tree species that can withstand warming climates
- Planting fire-resistant species in fire-prone areas
- Avoiding planting species threatened by current endemic pests and diseases
- Planting higher quality stock and tree species
- Other

In the text box below, please explain how your species selection addresses each applicable area that you selected in the question above. Be sure to provide specific examples in your response. For example, you could describe the mix of tree species you are planting to promote biodiversity, and if they are native species or not. You could also describe how selected species are appropriate for current and future climate scenarios. Higher application evaluation scores will be given to projects that have considered how species selection will contribute to forest resilience to climate change.

Question: Please elaborate on your selection above to describe how tree selection will contribute to forest resilience. [open text]

Instructions on how to answer this question were provided in the pre-application guidance [Species selection](#) section.

Question: Does the species selection include any species considered invasive by regional, provincial or federal authorities? [select one]

- Yes
- No

Maintenance plan

In this section, we want to better understand your approach to the maintenance of planted trees. The first three years of planting are most critical for watering and care, and this is why we are asking you to describe the frequency of applicable activities (such as watering, weeding, mulching and pruning); detail any additional tree protection activities (for example from mowers, weed whacking, snow removal, deer

and rodents, etc.); and indicate who will be responsible for each maintenance activity.

IMPORTANT: You may also attach an additional document providing the details of your maintenance plan in the Supporting document(s) section. If the maintenance plan is already attached as a separate document or included in your planting plan, you may instead identify the relevant page numbers.

Question: Please explain how trees will be maintained in the long term, including schedules and tasks for tree maintenance such as watering, mulching, weeding, pruning practices, fertilization, tree support removal, and pest and disease management.

[open text]

GMF encourages applicants to have a replanting plan in case of tree mortality and to include a contingency for maintenance and replanting in project budgets.

In your response to the question below, please tell us how you will address tree mortality. Please indicate the tree survival rate that you are targeting one year after planting, and if there is any plan for replanting/replacing trees in the case of mortality. If replanting will not be carried out (e.g. in some forest restoration projects), please provide the rationale.

Please also describe in your response who will be responsible for replanting and if this activity has been budgeted for. Finally, please describe any mechanisms in place to ensure tree replacement in the case of mortality (e.g., supplier warranty).

Question: Please provide information on how tree mortality will be addressed and include strategies for replanting.

[open text]

Monitoring

In this section, we want to better understand your strategies for post-planting monitoring and management to promote long-term tree survival.

Your application will be evaluated on the quality of the post-planting monitoring and management plan. Please describe your monitoring and management plan in your response to this question. Please include details on how you will measure, track and report on tree health and other relevant considerations after planting. Please explain how you will address tree mortality over time. Please also outline steps for internal and external knowledge-sharing.

Question: Please provide details on how the trees will be monitored for health and survival after they have been planted, including once the support from the GCCC initiative has ended.

[open text]

Note: To ensure project success, you will be required to submit a monitoring and maintenance report approximately one year after project completion. Ten percent of the project's value (up to a total of \$100,000) will be retained until the report is submitted. Please refer to [Appendix E: Reporting requirements](#) for details on the data collected through this report. GCCC will carry out site audits for 25 percent of funded planting projects.

Agricultural planting

In this section, we'd like you to tell us whether your project involves integrating trees into farmland that will continue to be used for farming even after the trees have been planted.

Projects that incorporate trees into farmland, such as [shelterbelt](#) or [riparian planting](#), can increase [biodiversity](#) and resilience by creating diverse habitats, improving soil health and making the farmland more resilient to climate change. Your response to the question below will not affect your project's evaluation but will help us understand how often these types of agricultural planting projects occur.

Question: Does this project involve planting trees on farmland where the land use after the trees have been planted will remain as farmland? [select one]

- Yes
- No

Afforestation/reforestation

In your response to this question, please indicate if your project contributes to [afforestation](#) and/or [reforestation](#). Please refer to [Appendix A: Glossary of key terms](#) for definitions.

Question: Does this project involve planting trees on land where there are no or very few trees (afforestation), planting on land that was forested but was disturbed, for example by wildfire or insect infestation (reforestation), or both? [select one]

- [Afforestation](#)
- [Reforestation](#)
- Both
- N/A

Risk management

In this section, we'd like to understand the biggest risks and challenges you face in implementing your project, including environmental, technical, operational, planning, time- and cost-related risks, and how you will manage and mitigate them.

Applications will be evaluated on their risk management plans and mitigation strategies. Reviewers will assess the project's understanding and adoption of risk management strategies with appropriate mitigation of potential risks to the project's execution.

When you fill out the table below, please identify relevant implementation risks and challenges along with risk-mitigation measures or strategies to address them.

Question: Please list in the table below the biggest risks and challenges faced in implementing this project, and how you will manage/mitigate them.
[fillable table]

Risk description	Mitigation measures
[open text]	[open text]

Supporting document(s)

Important: At this stage, you will be required to attach supporting documentation specified through [FCM's funding portal](#).

Required attachments for the "Project approach" section:

- Project team members' resumés or documents listing their professional qualifications and experience as they relate to this project (Note: Please provide detailed resumés or descriptions of experience for lead members of the project team; short descriptions of experience are sufficient for other team members.)
- A planting plan (or equivalent) prepared or reviewed by a professional with urban tree or forest health training (arborist, forester, biologist, ecologist, landscape architect, horticulturalist). Please provide the name/credentials of this professional in the plan.

Optional attachments for this section:

- Site preparation plan or design
- Engagement strategy
- Maintenance plan
- Monitoring or management plan
- Risk register document (in addition to the table in the [Risk management](#) section above)

Project benefits

In this part, we want to better understand your project's anticipated benefits.

GMF seeks to fund the very best examples of municipal innovation in tree planting that achieves a multitude of benefits for the environment, communities and local economies. We will award higher application evaluation scores to projects that demonstrate excellence in the areas described below.

Community climate change resilience

Tree planting is an effective nature-based climate solution that works to mitigate multiple climate risks facing communities. GCCC will assess whether projects deploy tree planting with the multifaceted lens of building climate resilience. In your response to the question below, please indicate the ways that your project will build community resilience to climate change.

Question: Please select how your project will build community resilience to climate change by planting trees in areas of greatest need. [select all that apply]

- Planting in population areas with disproportionately low canopy cover
- Planting in areas where evidence demonstrates high susceptibility to the urban heat island effect
- Planting with the intention of mitigating flood risk
- Planting to improve equitable access to the benefits of tree canopy

In the text box below, please elaborate on your selection above to describe how your project will build community resilience to climate change by planting in areas of greatest need. Please ensure that you provide sufficient detail in the text box and attach any additional documentation (e.g., maps) to demonstrate this if not already provided. Higher application scores will be awarded to projects that seek to mitigate climate risks for communities, plant in areas of greatest need, and improve equitable access to the benefits of tree canopy.

Question: Please elaborate on your selection above to describe how your project will build community resilience to climate change by planting in areas of greatest need.

[open text]

Socio-economic benefits

The questions in this section will help us to assess your project's targeted socio-economic outcomes.

We'd like to know if your municipality has a diversity and inclusion plan: a strategic framework designed to cultivate diversity and inclusivity within an organization. It should outline intentional actions, policies and initiatives aimed at creating an environment that values and respects individuals from various backgrounds, experiences and identities. Please indicate whether you have one in your response to the question below.

Question: Does your municipality have a diversity and inclusion plan, target or practice to increase workforce participation of under-represented groups? [select one]

- Yes
- No

We'd also like to know about your organization's approach to social procurement, which is a framework or set of guidelines established by an organization to direct its procurement practices in a way that goes beyond traditional cost and quality considerations. Please let us know in your response to the question below.

Question: Does your organization have a social procurement policy? [select one]

- Yes
- We have a social procurement framework or guidelines
- We are currently developing a social procurement policy
- We are interested in developing a social procurement policy
- Unsure what social procurement is
- No

We'd like to know if your project includes considerations for social value and/or sustainability. For example, procuring trees locally reduces the greenhouse gas emissions associated with transportation. Trees grown in local nurseries are acclimated to the specific climate, soil conditions and ecosystem of the region, enhancing their ability to adapt and thrive after planting.

Please indicate how your project will include such considerations in your response to the question below.

Question: Please describe how your project will include social value and/or sustainability considerations in its procurement practices, including steps that are being taken to procure trees from the most local source possible for this project.

[open text]

We'd also like to know about your project's potential to generate and fairly distribute the following:

- **social benefits** (e.g., increasing access to new and improved shared spaces for members of the community, including equity-deserving groups; designing with accessibility in mind; designing to improve air quality, public health outcomes, safety and/or security; designing to reduce noise)
- **economic benefits** (e.g., creating quality jobs; applying social and local procurement of goods and services criteria; fair community wealth-building where economic opportunities are prioritized for members of equity-deserving communities)

You can find more detailed definitions and examples of socio-economic benefits in [Appendix A: Glossary of key terms](#).

In your response to the question below, please tell us about your project's potential to result in improved socio-economic outcomes and a more equitable distribution of benefits and burdens in the community for present and future generations. Please select (and add) as many benefits that are relevant to your project.

Question: In the table below, please describe any other socio-economic benefits your project will generate. Please only select outcomes that you will implement or measure. Suggested benefits include:

- Improved accessibility
- Improved shared spaces
- Inclusive employment and apprenticeship opportunities
- Other community benefits

[fillable table]

Suggested socio-economic benefit	Description
<p>[select one]</p> <ul style="list-style-type: none"> • Improved <u>accessibility</u> • <u>Improved shared spaces</u> • <u>Inclusive employment and apprenticeship opportunities</u> • Other community benefits 	<p>[open text]</p>

Biodiversity and ecosystem health

The questions in this section will help us to assess your project on its targeted biodiversity and ecosystem health outcomes.

Habitat restoration for species at risk can contribute to biodiversity conservation. In the question below, please indicate whether your project involves work on habitat restoration for species at risk and other species of interest. Note that planting trees alone does not necessarily constitute habitat restoration for species at risk and other species of interest.

Answer "yes" if your planting activities are expected to do any of the following:

- Improve existing habitat for species at risk or species of interest by reforesting areas following disturbance(s) in critical habitat areas
- Create new habitat for species at risk or species of interest by increasing connectivity between natural areas containing critical habitat
- Support activities outlined in species-at-risk recovery strategies, action/management plans or other conservation documents

If you answer "yes," please also note in your response any species at risk or other species of interest supported by this project, including:

Caribou	Western Screech-Owl	Wood Turtle
Grizzly Bear	Spotted Owl	Salmon
American Marten	Northern Goshawk	Limber Pine
Little Brown Myotis	Chimney Swift	Whitebark Pine
	Bicknell's Thrush	Other (specify)

Question: Does this project involve work on habitat restoration, specifically habitats for species at risk and other species of interest? [select one]

- Yes
- No
 - If yes, for which species? [open text]

We'd also like to know about the biodiversity and ecosystem health benefits your project will generate. Examples of benefits may include habitat restoration; support for species at risk and other species of interest; planting to increase ecosystem connectivity; and restoring or enhancing the ecological value of sites. Please tell us about these benefits in your response to the question below.

Question: In the table below, please describe the biodiversity and ecosystem health benefits the project will generate.

[fillable table]

Biodiversity and ecosystem health benefits	Description
[open text]	[open text]

Environmental benefits

In this section, we'd like to know how your project will generate any additional environmental benefits beyond those described in the previous sections. Examples could include the following:

- Improving air, soil and water quality
- Slope stabilization/erosion controls

Projects will be assessed based on the significance of the other environmental benefits they will generate. Please tell us about these benefits in your response to the question below.

Question: In the table below, please describe any other environmental benefits the project will generate. [fillable table]

Other environmental benefits	Description
[open text]	[open text]

Supporting document(s)

Optional attachments for the “Project benefits” section:

You may provide additional documentation outlining further details about your project’s benefits, such as:

- Your organization’s social procurement policy, framework or guidelines (if available)
- Any documentation demonstrating your project’s benefits

Budget and workplan

Budget

Before answering the questions in this this section, please complete the project workbook provided to you by your GMF representative.

Please see the [Supporting document\(s\)](#) section for guidance on completing your project workbook. We also encourage you to consult [Appendix E: Reporting requirements](#) to ensure that your project’s budget includes sufficient resources to meet reporting requirements.

We will assess applications on the merits of their project budgets and workplans. Budgets should be realistic and reflect the proposed workplan. Workplans should have concrete deliverables tied to established project milestones. They should have realistic timelines and consider elements such as permitting processes, regulatory approvals, data collection, project monitoring and performance verification.

We will evaluate budgets and workplans based on industry standards for projects of similar size, scope and location.

When you fill out the table below, please include the budget information about your project that you provided at the pre-application stage, updating it if necessary. Use the guidance provided in the table to help you complete it. Please ensure that the values for the funding request and the anticipated total project costs are the same as those in your project workbook.

Budget	Required supporting information
Project start and end date (yyyy-mm-dd) [date-time field]	Indicate the start and end dates for your proposed initiative
Funding request (\$) [currency field]	Indicate the amount of funding you are requesting for your proposed initiative
Anticipated total project cost (\$) [currency field]	Provide the total costs of your proposed initiative

Supporting document(s)

IMPORTANT: At this stage, you will be required to attach the supporting documentation specified through [FCM's funding portal](#).

Required attachments for this section: GCCC project workbook.

Your project workbook is a critical supporting document for your funding application. It will be used for approved projects to create the funding agreement and for project monitoring. *Please be sure to carefully read and follow the instructions provided in the project workbook.*

Optional attachments for the “Budget and workplan” section: You may attach additional documentation that provides further details about your project.

Declaration and signature

In the declaration and signature section of the application form, simply type out the information for the person with signing authority from the lead applicant organization (i.e., the person who will sign the application if it is successful).

Reminder: Only a lead applicant with the “application contact” role can submit the full application form. This person must ensure they have permission to submit the application on behalf of their organization. Consultants working with a lead applicant to prepare this application cannot sign this declaration or submit this form.

Once the application is complete, please verify that you have gathered and attached all supporting documents to your submission, which are listed in [Appendix C: Required supporting documents](#). Follow the instructions in the next part of this guide to submit your application and required documents.

HOW TO SUBMIT YOUR APPLICATION

Organize your supporting documents

Before submitting your application, please check the list of required supporting documents in [Appendix C: Required supporting documents](#).

Ready to submit?

Once you have verified the information in your full application form, in your project workbook and in the required supporting documents, you can submit everything to GMF through [FCM's funding portal](#).

Ensuring that your submission is complete and includes all necessary supporting documents will shorten processing time.

Here are some tips for completing the submission process:

- Make sure you have answered **all** the questions in the application form, and check that the project workbook is complete.
- When everything is ready, submit your required supporting documents, your project workbook (as an Excel file) and completed application form (as a PDF file) **by uploading them in the “supporting documents”** section in [FCM's funding portal](#).
- Please refer to our [attachment guidelines](#) to find out which file formats are accepted, what the limits are on file size, and what to do if your files are too large.

Remember, don't hesitate to contact your GMF representative if you have any questions before submitting.

After submission, a GMF project officer will review your application for accuracy and completeness. They will work with you to resolve any remaining questions.

Quebec municipal applicants

Quebec municipalities interested in applying should refer to the GCCC – Tree Planting [funding webpage](#) for more details or please contact us at gmfinfo@fcm.ca, call 1-877-417-0550 or [book a meeting with a GMF representative](#).

Need help, or have suggestions to improve this guide?

If you are having trouble completing the application or uploading files, or if you have any questions or suggestions for us, we want to hear from you. Please give us a call at 1-877-417-0550 or email us at gmfinfo@fcm.ca.

APPENDIX A: GLOSSARY OF KEY TERMS

2SLGBTQI+: Two-spirit, lesbian, gay, bisexual, transgender, queer, intersex and others. The symbol "+" represents people who identify as being part of various sexual and gender communities and use additional terminologies.

Accessibility: In the context of GMF-funded projects accessibility is centred on both tangible and intangible improvements. Tangible improvements to accessibility could look like creating physical spaces to aid [people living with disabilities](#) or mobility issues. Intangible improvements could look like implementing measures for greater access to services for people living with disabilities, such as sensory-friendly quiet hours or flexible scheduling and service delivery.

Afforestation: Afforestation refers to the process of establishing a forest or stand of trees in an area where there was no or minimal forest cover.

Biodiversity: Short for biological diversity, biodiversity refers to the variability among living organisms, including diversity within species, between species and of ecosystems. Biodiversity is crucial for maintaining ecological balance, sustaining ecosystems and providing numerous benefits through ecosystem services (e.g., pollination, purification of water and air).

Canopy cover: Tree canopy cover is the layer of leaves, branches and stems of trees that cover the ground when viewed from above. "Planting in urban areas with disproportionately low canopy cover" refers to areas within cities or towns where the amount of tree cover is significantly lower compared to other parts of the urban environment.

Carbon sequestration: Sequestration is the process of capturing and storing atmospheric carbon dioxide. It is one method of reducing the amount of carbon dioxide in the atmosphere with the goal of reducing global climate change. This process can occur naturally, such as through plant growth, or can be facilitated by certain technologies.

Ecosystem health: Ecosystem health refers to the condition or state of an ecosystem. It is a measure of the stability and sustainability of an ecosystem, its ability to maintain its structure and functions, and its capacity to withstand stress and disturbances.

Endemic pests and diseases: In the context of forest resilience, endemic pests and diseases refer to harmful organisms and conditions that are native or regularly found within a certain area or among a certain species of trees. These pests and diseases are part of the natural ecosystem and have co-evolved with the local flora, often leading to a balance where the damage caused is usually not catastrophic. However, changes in environmental conditions, such as those brought about by climate change, can disrupt this balance and lead to outbreaks that can significantly harm or even wipe out certain tree species. Avoiding the selection of species that are

threatened by endemic pests and diseases is a key strategy for enhancing forest resilience. Examples of endemic pests and diseases include the emerald ash borer, Dutch elm disease, oak wilt and hemlock woolly adelgid, among others.

Equity-deserving group: A group of people who, because of systemic discrimination, face barriers that prevent them from having the same access to the resources and opportunities available to other members of society, and that are necessary for them to attain just outcomes. This phrase can refer to [Indigenous peoples](#), [newcomers to Canada](#), [non-binary persons](#), people who are part of [2SLGBTQI+ communities](#), [religious minority groups](#), [people living with disabilities](#), [racialized persons](#), and [women](#).

Equitable access to the benefits of tree canopy: Planting in neighborhoods where social and economic factors can amplify climate hazards — such as in communities with lower income levels, with varied employment statuses, racial or ethnic backgrounds, health statuses, and across all ages.

Fire-resistant species: Fire-resistant species refer to types of trees that have adapted to survive or even thrive in conditions where wildfires are common. These species have certain characteristics that make them less susceptible to fire damage, such as thick bark, high moisture content in leaves, and the ability to quickly re-sprout after a fire. Planting fire-resistant species can help to reduce the spread and intensity of wildfires, protecting both the forest and surrounding communities. It can also help to maintain the health and biodiversity of the forest in fire-prone areas, as they are able to survive and recover from fires more effectively than non-resistant species. By contributing to the overall resilience of the forest, fire-resistant species can help to mitigate the impacts of climate change, which is expected to increase the frequency and intensity of wildfires.

High-quality stock and tree species: Higher-quality stock in the context of tree planting typically refers to seedlings or trees that exhibit robust and desirable characteristics for successful growth and longevity. These characteristics may include good root development, disease resistance and appropriate genetic traits for the local climate. Higher-quality tree species are those well-suited to the local environment, resilient to potential threats like pests or diseases, and capable of providing long-term ecological benefits. Native species are often preferred for their adaptability to local conditions and their ability to support local ecosystems. When designing a tree planting project, it's crucial to select species that align with the specific goals and ecological context of the planting site.

Improved shared spaces: Improvements to shared spaces can include physical elements (such as new or renovated parks), intangible elements (such as cultural, educational and recreational opportunities), and improved safety and security (such as road and pedestrian safety and food security). The additional shade that trees provide can be incorporated as part of outdoor shared spaces, allowing for more cooling to reduce the urban heat island effect. Trees and natural spaces can also

reduce stress and increase feelings of well-being. They can also act as a sound barrier, reducing noise pollution in shared spaces.

Inclusive employment and apprenticeship: Employment as a community benefit helps to ensure that infrastructure projects improve the lives of people in the community through inclusive hiring and training. This typically consists of decent-paying jobs and apprenticeship opportunities for residents and equity-deserving groups. Inclusive employment and training develop the local workforce while improving economic security and inclusion for diverse community groups. Note that this indicator requires monitoring the number of employees hired who belong to one or more equity-deserving group(s) or monitoring the number of hours worked by employees who belong to one or more equity-deserving group(s) throughout the project.

Example: “Comox Valley Regional District (population: 66,500) obtained funding from a federal grant that included Infrastructure Canada’s Community Employment Benefits Program. The project was completed on time and on budget. The final community employment benefit hours far exceeded the original committed totals. Employment hours for Indigenous Peoples and apprenticeships more than doubled, and employment hours for under-represented populations ended up being more than four times the original commitment. There were no additional cost implications associated with the social procurement concepts that were included in the RFP.” (Source: Buy Social Canada)

Indigenous community: Indigenous communities are those for which a province or territory has passed an act or a regulation that affords them the status of a municipality or an Indigenous community (which includes First Nations, Métis and Inuit) that is undertaking in partnership with a municipal government an eligible project, or has a shared service agreement for any purpose with a municipal government related to municipal infrastructure, climate change or adaptation.

Indigenous peoples: First Nations, Métis and Inuit people and communities, including urban Indigenous communities.

Invasive species: Invasive species, in the context of tree planting, refer to non-native trees, shrubs or herbaceous plants that have been introduced to an area and that can thrive and spread aggressively outside their natural range. These species can cause harm to the environment, economy or health in the new area. They often outcompete native species for resources such as light, water and nutrients, leading to a reduction in biodiversity. Invasive species lists are held by provincial/territorial and regional authorities.

Meaningful engagement: This is an intentional process with the purpose of working in inclusive and respectful ways with all stakeholders and rights holders to shape decisions, actions, impacts or change.

Newcomers to Canada: A self-identified group that may include people who have obtained landed immigrant status, refugee status or permanent resident status up to five years prior to a given census year.

Non-binary persons: Persons whose gender identity does not align with a binary understanding of gender such as “man” or “woman.”

People living with disabilities: People who have a long-term or recurring physical, mental, psychiatric, intellectual or sensory impairment that, in interaction with various attitudinal and environmental barriers, hinders their full and effective participation in society on an equal basis with others. This is a self-identified status and does not require an external or formal recognition of disability.

Pruning practices: Pruning practices refer to the selective removal of certain parts of a tree, such as branches, buds or roots. This is done for a variety of reasons, including improving tree health, directing growth, increasing the quality of flowers, fruit, foliage or stems, and reducing the risk of falling branches. Pruning can also be used to increase light penetration into the crown of the tree or to reduce wind resistance in the tree. It is an important part of tree maintenance and can contribute to the overall health and longevity of trees.

Racialized persons: A person or group of people categorized according to ethnic or racial characteristics and subjected to discrimination on that basis.

Reforestation: Reforestation involves replanting trees in an area that was once forested but has been deforested or degraded, such as an area that has been damaged by wind storms, severe insect infestations or fire.

Religious minority groups: A group of people who share religious characteristics differing from those of the majority or dominant population, and who often experience discrimination or exclusion.

Rights holders: In Canada, [Indigenous peoples](#) have constitutionally protected rights. This means there is a duty to consult Indigenous peoples, as rights holders, in Canada (e.g., in resource development projects).

Riparian planting: Riparian tree planting within an agricultural context involves the strategic planting of trees and vegetation along the banks of rivers, streams or other water bodies within or adjacent to agricultural areas. This practice is aimed at establishing riparian buffers, which are vegetated zones that serve as a protective barrier between agricultural activities and water bodies, preventing soil erosion by stabilizing stream banks, filtering and reducing agricultural runoff entering water bodies, providing habitat for wildlife and improving overall water quality.

Shelterbelt planting: Shelterbelt tree planting involves creating a barrier or row of trees and shrubs strategically planted to provide protection against wind, control soil erosion and offer other environmental benefits. Shelterbelts are typically positioned to shield crops, livestock or structures from the impact of strong winds.

Social procurement: Social and sustainable procurement is a strategic approach that organizations use to purchase goods and services while considering their broader social and community impact. The primary goal of social procurement is to leverage procurement practices to generate more positive social, economic and environmental outcomes in a community or a region. Social procurement can be an important element of fair and equitable local economic development.

Social procurement policy: A social procurement policy is a framework or set of guidelines established by an organization to direct its procurement practices in a way that goes beyond traditional cost and quality considerations. A policy would, for example, define the organization's commitment to specific socio-economic objectives, such as promoting purchasing from small or local businesses, social-purpose businesses and diverse businesses (i.e., businesses that are majority-owned by members of an equity-deserving group).

Species at risk: Refers to an extirpated, endangered or threatened species or a species of special concern. These are any species of animals, birds, fish, plants or other organisms that are at risk of extinction due to habitat loss, climate change, overexploitation and other factors.

Stakeholders: A stakeholder can be an individual or group concerned about a particular issue and/or who holds legal or de facto rights to manage or make decisions.

Tree species resistant to warming climate: Species of trees that are resistant to a warming climate can survive, adapt and even thrive in conditions of increased temperatures and altered precipitation patterns, which are characteristic of climate change. These species have certain traits that make them more resilient to these changes, such as the ability to tolerate drought, heat and other stressors associated with a warming climate. For example, planting Douglas-fir because it is the dominant species located in an adjacent warmer and drier bio-geoclimatic zone.

Urban heat island: Urban heat islands are urbanized areas that experience higher temperatures than outlying areas. Buildings, roads and other infrastructure absorb and re-emit the sun's heat more than natural landscapes, such as forests and water bodies, do. Urban areas where these structures are highly concentrated and greenery is limited become "islands" of higher temperatures relative to outlying areas. Communities in these areas often face heightened risks of heat-related illnesses, reduced air quality and higher energy consumption.

Women: All people who identify as women, whether they are cisgender or transgender.

APPENDIX B: FUNDING DETAILS

The table below presents our funding overview. Funding amounts are based on total eligible costs for each stage. Further details on eligible costs are provided on our [funding webpage](#).

Funding details
<p>GCCC – Tree Planting will contribute the following:</p> <ul style="list-style-type: none">• A grant for up to 50% of eligible costs• Up to a maximum grant amount of \$10 million <p>Infrastructure activity costs that are directly associated with tree planting* are eligible activities to which GCCC – Tree Planting will contribute the following:</p> <ul style="list-style-type: none">• Grant up to 50% of eligible costs• Up to a maximum of \$1 million per municipality

Note: GMF will contribute up to 50 percent of eligible infrastructure costs up to a lifetime maximum of \$1 million per municipality throughout the lifetime of the GCCC Initiative, wherein infrastructure costs refer to any costs tied to the acquisition, installation, modification or removal of permanent physical infrastructure (e.g., sidewalks, soil cells, irrigation systems, utilities). This maximum is inclusive of all GCCC funding within the jurisdictional boundary of a municipality, regardless of a project's lead applicant. Infrastructure costs directly associated with tree planting activities can fall under Capital Expenditures, Equipment Rental or Services cost categories.

Contact us to learn more about conditions.

APPENDIX C: REQUIRED SUPPORTING DOCUMENTS

Along with your submission of the full application form, we'll be asking you to include supporting documents with important information about your organization and the details of the proposed project. Required documents will differ depending on the type of project and whether your organization is a municipal government or a partner of a municipal government.

The table below lists the mandatory documents along with the requirements and conditions your organization must fulfil before you can apply to GMF.

Additional supporting documentation may be requested. You are also welcome to provide further evidence as it becomes available.

Note: When possible, in your full application please refer to specific page numbers or sections in your supporting documents. This will ensure staff and peer reviewers evaluate your application accurately.

Application category	Required supporting documents
All applications	<ul style="list-style-type: none"> • Completed application form • Planting plan (or equivalent), prepared or reviewed by a professional with urban tree or forest health training (arborist, forester, biologist, ecologist, landscape architect, horticulturalist) • Project workbook, including budget and workplan • Letters from confirmed sources of funding (Note: You are not required to have all sources of funding confirmed prior to submitting your application. However, funding that is confirmed must be supported with a letter using the template) • Evidence of municipal support (e.g., council resolution describing your organizational commitment to, and financial support for, the project and funding application to GMF) • Project team resumés • Letters of support from landowners, if applicable • Letters of support from project partners, if applicable
Non-municipal applicants	<ul style="list-style-type: none"> • Municipal council resolution stating municipal partnership on the project • Confirmation of organizational support from CEO or CFO

Eligible Indigenous communities

- Articles of incorporation, including all supporting documentation
- Last 3 consecutive audited financial statements if applicable. If you don't have audited financial statements, please provide any of the following documents: review engagements, annual reports to CRA or published financial reports.
- If eligible through partnership with a municipality:
 - municipal council resolution stating municipal partnership
- If eligible through a shared service agreement:
 - shared service agreement with a Canadian municipality related to municipal infrastructure, climate change or adaptation

APPENDIX D: EVALUATION OF APPLICATIONS

External peer reviewers will evaluate all tree planting project applications. There will also be an internal analysis to provide a funding recommendation to FCM's Board of Directors.

GMF will evaluate your project using the following criteria:

Readiness and planning	
Connection to long-term forest management and planning objectives	5%
Project preparation and planning	10%
Engagement strategy	10%
Project design	
Right tree for chosen environment to promote tree survival and forest resilience	20%
Maintenance plan	20%
Benefits	
Community climate change resilience	10%
Socio-economic benefits	10%
Biodiversity and ecosystem health	10%
Other environmental benefits	5%
Implementation scoring	
Team and partners	pass/fail
Workplan	pass/fail
Budget	pass/fail
Risk management	pass/fail
Measuring and monitoring	pass/fail

APPENDIX E: REPORTING REQUIREMENTS

If you are approved for funding, you will be required to submit project reports to GMF. The purpose of these reports is to confirm that your project is progressing as planned or to inform GMF of any unforeseen changes. The reports are also meant to share your community's experience in undertaking the initiative with others seeking to address similar issues in their communities.

Project reports include a series of questions relating to project outcomes, key stakeholders involved in the project, methodology and approach used, your findings and recommendations, next steps in the project, and lessons learned from the project. They are typically in the range of five to ten pages but may be longer depending on the complexity of the project.

Before submitting your application, it is important to consider all required reporting documents for project completion and disbursement. Please ensure that your project workbook includes sufficient budgetary accommodations for all final reporting needs. This includes, but is not limited to, sufficient staff time.

To demonstrate a commitment to survivability, GMF will withhold 10 percent of the project grant (not exceeding \$100,000) for one year following the completion of planting, during which the recipient community will carry out ongoing maintenance and monitoring of planted trees. The submission of a report summarizing activities and survival rates after one year will be the condition of releasing the balance of the grant.

Your project's contributions to greenhouse gas emission reductions and [carbon sequestration](#) will be calculated for you at the end of your project using the information gathered in GCCC's reporting templates.

The following reporting documents will be required:

- Project progress report
- Project completion report
- Updated project workbook that includes:
 - An expense claim
 - All confirmed sources of funding
- Request for disbursement
- Monitoring and maintenance report summarizing activities and tree survival rates to be submitted approximately one year after completion of planting activities
- Financial audit (external) of all eligible costs incurred for the purpose of the project. This will only be required for non-municipal applicants with approved grant amounts equal or greater than \$500,000 or as deemed necessary by GMF.
- Photos of completed project

APPENDIX F: MUNICIPAL COUNCIL RESOLUTION TEMPLATE

Sample: Resolution

Instructions

To be eligible for GMF's funding, non-municipal applicants must provide a resolution drafted and adopted by the municipal council partnering on the project. When submitting your application to FCM, please include proof that the resolution was adopted by submitting *one* of the following:

- a formal copy of the resolution (on letterhead with a seal or signature and date)
- a signed and dated copy of the minutes at which the motion was adopted (including the text of the resolution)
- a signed and dated copy of the text of the resolution, with confirmation from the applicant that the text is identical to that adopted by council

A resolution is not required for municipal lead applicants. However, a resolution may be used to meet evidence of municipal support, which is an application submission requirement.

Council resolution requirements

If you choose to draft your own resolution, it must acknowledge that the partner organization is submitting the application in partnership with the municipality, and that funding allocated to partners for planting within the boundaries of a municipality count towards that municipality's lifetime contribution from the GCCC initiative.

Sample council resolution text

Whereas, <name of municipality> has the following interest: (list the main reasons for the municipal interest in the project)

Whereas, <name of partner organization> is undertaking <project title>

Be it resolved that <council> acknowledges that <name of partner organization> is applying for a funding opportunity from the Federation of Canadian Municipalities' Growing Canada's Community Canopies initiative for <project title>, in partnership with <name of municipality>.

<Council> also recognizes that the lifetime contribution from the Growing Canada's Community Canopies initiative will not exceed \$10 million for tree planting within our municipality, inclusive of a maximum contribution of \$1 million for infrastructure activity costs, and that if approved this project will be counted towards that limit.



GMF Eligible and Ineligible Costs – GCCC Tree Planting Funding

This table outlines what costs can be partially reimbursed by FCM. **Please pay particular attention to any costs that may be ineligible.**

Note: If your application is approved, expenses that are eligible for partial reimbursement or advance payment must be:

- incurred after the date the application is received by FCM (costs to write the application incurred up to 90 days prior to receipt of the application by FCM)
- invoiced directly to your organization
- an integral and an essential component of the initiative required to achieve the environmental objective; and
- actually, and reasonably incurred in accordance with applicable industry standards.

FCM reserves the right to audit financial statements or expenses incurred at a future date to verify cost eligibility.

Please keep financial accounts and records for at least seven years. These include, but are not limited to, contracts, invoices, statements, receipts and vouchers.

Financial records, including labour costs, must be documented in a manner that meets audit standards (GAAP) and enables verification of cost eligibility and level of effort.

Cost Category	Eligible costs	Ineligible costs
Section A: Costs incurred prior to date application received by FCM		
(1) Pre-application	Costs to write the GMF application up to \$5000 incurred up to 90 days prior to application receipt date.	All other costs incurred prior to application receipt date, including any stakeholder engagement or research that took place to support the writing of the full application or insertion of information into the Project Workbook.
Section B: Costs incurred after date application received by FCM		
(2) Administrative	Administrative costs that are directly linked to and have been incurred for the project, such as: <ul style="list-style-type: none"> • communication costs (e.g., long-distance calls) 	Office space, supplies and general overhead costs incurred in the ordinary course of business.

	<ul style="list-style-type: none"> permits, approvals and authorizations required for the projects printing or photocopying by outside suppliers acquisition of documents used exclusively for the project document translation 	
(3) Advertising	<p>Advertising costs essential to communicating the project to the public, as well as project evaluation, such as:</p> <ul style="list-style-type: none"> fees for advertising development fees for media distribution website development public surveys 	<ul style="list-style-type: none"> Advertising costs for general education or publicity that is a result of ongoing or other business activity and not a specific requirement of the project. Promotional items.
(4) Audit	<p>The cost of a third-party financial audit for implementation projects with GCCC grants greater than \$500K as required by FCM for non-municipal applicants.</p>	
(5) Capital	<p>Capital costs as defined and determined in accordance with generally accepted accounting principles (GAAP), including:</p> <ul style="list-style-type: none"> costs for acquiring, developing, constructing, modernizing or leasing systems (equipment, hardware, software, etc.), costs of construction, renovation or modernization of planting sites such as site preparation, the purchase of tree stock the purchase of shrubs and herbaceous plants, up to 15 per cent of planting stock costs, as long as they will help protect trees or are an essential component of habitat restoration objectives. other supplies and materials specifically needed to undertake the project (such as soil and mulch), planting costs, lease of land for nurseries. purchase of planting or maintenance equipment and vehicles, up to a maximum of \$50,000 or 10% of eligible project costs. Purchasing of this equipment is allowed if the purchase cost is comparable to renting. <p>Note: Costs associated with the acquisition, installation, modification, or removal of permanent infrastructure (e.g. sidewalk modification, soil cell installation, irrigation systems) are eligible and must be individually listed and identified as "Infrastructure related costs" in the budget tab (Tab 4)</p>	<ul style="list-style-type: none"> Purchase of real property.
(6) Equipment rental	<ul style="list-style-type: none"> Rental of tools and equipment related to the project. 	<ul style="list-style-type: none"> Rental of tools or equipment related to ongoing or other business activities.
(7) Meetings and public gatherings	<p>Costs related to meetings and public gatherings held to communicate the project to the public and collect feedback, such as:</p> <ul style="list-style-type: none"> facility rental audiovisual equipment rental services to support people with specific needs, where such services contribute to the equity and inclusion objectives of the project (e.g., simultaneous interpretation, shuttle service, babysitting service, etc.). 	<p>Any hospitality expenses such as:</p> <ul style="list-style-type: none"> food and drinks, unless part of a specific cultural protocol alcohol door prizes entertainment music decorations

	<ul style="list-style-type: none"> the provision of food and drinks, when it is part of a specific cultural protocol. Honoraria for cultural leaders, Elders, Indigenous knowledge keepers, and/or cultural keepers. (Note: these honoraria should reflect the role of Indigenous Peoples as subject matter experts). Costs related to local cultural protocols (e.g., gifts, cultural ceremonies) 	<ul style="list-style-type: none"> flowers, centerpieces
(8) Services	<p>Fees for professional or technical consultants and contractors.</p> <p>Note: Service fees associated with the installation, modification, or removal of permanent infrastructure (e.g. sidewalk modification, soil cell installation, irrigation systems) are eligible and must be individually listed and identified as "Infrastructure related costs" in the budget tab (Tab 4)</p>	<ul style="list-style-type: none"> Costs for engineering studies, audit studies or feasibility studies for which grants or contributions are provided by or committed to be provided by the Government of Canada
(9) Staff remuneration	<p>Daily rates actually paid by the eligible recipient to its employees (including permanent and contract employees) in Canada for time actually worked on the implementation including maintenance and monitoring of the project up to one year post planting (including staff time to participate in GCCC-led capacity building activities related to the eligible initiative). The daily rate per employee shall include the following costs:</p> <ul style="list-style-type: none"> direct salaries: actual and justifiable sums paid by the eligible recipient to employees in accordance with the eligible recipient's pay scales as regular salary excluding overtime pay and bonuses. fringe benefit, in accordance with the eligible recipient's policies, as follows: <ul style="list-style-type: none"> a) time-off benefits (prorated to the annual percentage of time actually worked on the implementation of the project): allowable number of days to be paid by the eligible recipient for the payable absences of statutory holidays and annual vacation. b) paid benefits: actual sums paid by the eligible recipient for paid benefits (prorated to the annual percentage of time actually worked on the implementation of the project); this includes the eligible recipient's contribution to employment insurance and workers' compensation plans (where applicable), health and medical insurance, group life insurance, or other mandatory government benefits. <p>Note: For private (for-profit) entities only, as determined by FCM, the value of total staff remuneration cannot exceed 10% of the project's eligible costs.</p>	<p>Regular salaries and/or benefits of applicant staff or partners including:</p> <ul style="list-style-type: none"> Overtime pay. Bonuses/performance pay. Fringe benefits, such as sick days, maternity leave, parental leave, pension plan and any other fringe benefits not listed as eligible. Costs related to ongoing or other regular business activities and not specifically required for the project. Staff wages while receiving training or attending learning events. Professional membership fees or dues Staff remuneration for which a grant or contribution are provided by or committed to be provided by the FCM.
(10) Transportation, shipping and courier charges	<p>Transportation costs for delivery of materials and services essential for the project.</p>	<ul style="list-style-type: none"> Any transportation expense related to ongoing or other business activities.

(11) Travel and accommodation	Travel and project-associated expenses for you and consultants to the extent that the travel and accommodation rates comply with Treasury Board of Canada guidelines and to the extent that such travel is necessary to complete the project and to the extent that such travel is necessary. This includes travel and accommodation costs to attend GCCC-led capacity building activities related to the eligible initiative (up to a maximum of \$10,000 or 10% of eligible project costs, whichever is lower)	<ul style="list-style-type: none"> • Travel and associated expenses of a partner in the project. • Travel, accommodation and fees to attend conferences, missions, trade shows, etc.
(12) Taxes	The portion of taxes for which your organization is not otherwise eligible for rebate.	<ul style="list-style-type: none"> • The portion of taxes for which your organization is eligible for rebate (provincial, territorial or federal).
(13) In-kind	<p>N/A</p> <p>Note: Lead applicants can include costs for staff time for time actually worked on the implementation of the project and list this as “staff remuneration.” See Staff Remuneration category above.</p>	<ul style="list-style-type: none"> • Any goods and services that are received through donation or in-kind contribution.

Subject: Street Light Projects Award

Report No.:

PW-015-2024

Agenda Date:

June 4, 2024

Attachments

Appendix 01: Submission Opening

Appendix 02: Post Tender Addendum - Quote

Appendix 03: Draft By-law

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-015-2024;
2. That Council approves the award of the contract to Miller Maintenance for the installation of street light projects, as detailed in Request for Quotation and Post Tender Addendum, PW-RFQ-002-2024 for a total upset limit of \$78,800 plus applicable taxes; and
3. That Council directs Staff to proceed with procurement of the materials, understanding that lead times are significant, and prepare the necessary by-law to confirm the agreement at the June 18, 2024, Regular Council Meeting.

Background

Over the last few years, staff have been investigating ways of reducing our energy costs including the retrofit of our halogen street lights to LED. Furthermore, staff have identified street light locations that are no longer safe and are in need for replacement. Council considered and approved a street light project covering a number of light issues or concerns as part of the 2024 budget process.

Projects included: Halogen replacements, new poles and fixtures, new fixtures and base covers.

An RFQ was released and closed on April 30th, 2024.

Analysis

One (1) submission was received in response to PW-RFQ-002-2024. The proposals were reviewed and evaluated in accordance with the requirements of the RFQ and the

Climate Considerations

Use of the climate lens has demonstrated that there are no adverse climate effects associated with the proposed works.

Alternatives

No alternatives were considered.

Submission

Prepared by:

“Original signed by”

Mitch McCrank, CET
Manager of Transportation
Services

Reviewed and submitted for
Council’s consideration by:

“Original signed by”

Amy Vickery, CMO
City Manager

Document Title: **PWO-RFQ-002-2024 "Supply and Install – Street Light Projects"**

Closing Date: **Tuesday, April 30, 2024**




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

Department: **Public Works**

Opening Time: **2:30 p.m.**

Attendees via teleconference: **Microsoft Teams**

City of Temiskaming Shores:

Logan Belanger, Municipal Clerk	Kelly Conlin, Deputy Clerk	Mitch McCrank, Manager of Transportation Services	
			

Others (teleconference):

<i>Dave Marcella, Miller's</i>		
<i>Sylvain Duroc, Miller's</i>		

Submission Pricing

Bidder: *Miller Maintenance*
D.R. Miller Paving

Description	Amount
Total for Projects 1 thru 4 (excl. HST)	<i>127,506.⁶⁷</i>
Total for Projects 1 thru 5 (excl. HST)	<i>147,118.¹⁰</i>

Bidder:

Description	Amount
Total for Projects 1 thru 4 (excl. HST)	
Total for Projects 1 thru 5 (excl. HST)	

Bidder:

Description	Amount
Total for Projects 1 thru 4 (excl. HST)	
Total for Projects 1 thru 5 (excl. HST)	

Bidder:

Description	Amount
Total for Projects 1 thru 4 (excl. HST)	
Total for Projects 1 thru 5 (excl. HST)	

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

Post-Bid Addendum #1
For PW-RFQ-001-2024

Reduced Scope

Street Light Projects

May 15th, 2024 – Mitch McCrank, CET

Total Pages: 2

This Post-Bid Addendum is issued after receipt of Bids and prior to the award of Contract to record the results of negotiations with the highest ranked complaint bidder. The following revisions, additions and/or deletions shall be made to the Request For Proposal, or any Drawings, Schedules, and Specifications for the above project. This Post-Bid Addendum will be included as part of, and is subject to, the terms of the Contract Documents.

Item No.	Refer to	Description
1	Proposal Documents	
1.1	6. Scope of Work	<ol style="list-style-type: none">1. Project 1 - Haileybury Downtown<ul style="list-style-type: none">• Large steel decorative lights stand 20' - 25' tall. Several poles are on the verge of failure and are in need of replacement. Approximately 4 to be replaced.<ol style="list-style-type: none">a. Contractor shall remove existing pole and head. Dispose of as per government requirements or regulations and is the contractor's responsibility.b. Confirm Base plate sizing and bolt patterns;c. Supply and install new pole and LED light;d. Poles do not need to be decorative, however MUST be Galvanized and Powder Coated Black;e. LED light shall be appropriately placed on pole, to assist with road and sidewalk users.f. See Appendix 01 for layouts.• Upgrading HPS, Halogen heads to LED heads in well trafficked areas.<ol style="list-style-type: none">a. Remove old heads and replace with new ones;b. Dispose of as per above;c. Replace with LED heads;d. See Appendix 01 for layouts.2. Project 2 - New Liskeard Downtown<ul style="list-style-type: none">• Install new poles and fixtures on existing bases that have been damaged or missing.

P.O. Box 2050
Haileybury, Ontario P0J 1K0
www.temiskamingshores.ca



325 Farr Drive
Tel. (705) 672-3363
Fax (705) 672-2911

1.2 Form of Proposal

Updated Schedule of Items and Prices

Schedule of Items and Prices:

Item & Description	Estimated Quantity	Unit Price	Totals
Project 1 – Haileybury Downtown			
>20' Pole, Base, Arm, LED Fixture, Remove & Install	4	\$	\$
Lumec LED Decorative Head, Remove & Install	12	\$	\$
Project 2 – New Liskeard Downtown			
New Poles and Luminaires on existing bases	3	\$	\$
Subtotal (excl. HST)			\$

The original Request for Proposal outlines Terms and Conditions which will still be in effect throughout this contract.

- End Of Addendum -

The Corporation of the City of Temiskaming Shores
By-law No. 2023-000

Being a by-law to enter into an agreement with Miller Maintenance for the supply and installation of street light projects in the City of Temiskaming Shores

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

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

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

Whereas Council considered Administrative Report No. PW-015-2024 at the June 4, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to confirm an agreement with Miller Maintenance for the supply and installation of street light projects in the City of Temiskaming Shores, in the upset amount of \$78,800 plus applicable taxes, for consideration at the June 18, 2024 Regular Council Meeting.

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

1. That the Mayor and Clerk be authorized to enter into an agreement with Miller Maintenance for the supply and installation of street lighting in the City of Temiskaming Shores, in the upset amount of \$78,800 plus applicable taxes, a copy attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 18th day of June, 2024

Mayor

Clerk



Schedule “A” to

By-law No. 2024-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

Miller Maintenance

Supply and installation of street lighting projects in the City of
Temiskaming Shores

This agreement made this 18th day of June, 2024.

Between:

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

And:

Miller Maintenance
(hereinafter called “the Contractor”)

Witnesseth:

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

Article I:

The Contractor will:

- a) Provide all material and perform all work described in the Tender Documents entitled:

**The Corporation of City of Temiskaming Shores
Supply and Install - Street Light Projects
PW-RFQ-002-2024**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement, attached hereto as Appendix 01;
- c) Completed each year for the duration of the agreement, as certified by the Manager, all the work by **December 31, 2024**; and
- d) The time limits referred to in this Agreement may be abridged or extended by mutual agreement by both Parties.

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **seventy-eight thousand, eight-hundred dollars and zero cents (\$78,800.00) plus applicable taxes**, subject to additions and deductions as provided in the Contract Documents, if applicable.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such Invoice.

Article III:

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

The Contractor:

Miller Maintenance
704024 Rockley Road
New Liskeard, ON
P0J 1P0

The Owner:

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

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

Remainder of Page left blank intentionally

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

Signed and Sealed in
the presence of)

**Miller Maintenance, A Division of Miller
Paving Ltd.**

Dave Marcella, Project Coordinator

Municipal Seal)

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

Mayor – Jeff Laferriere

Clerk – Logan Belanger



Appendix 01 to
Schedule "A" to

By-law No. 2024-000

Form of Agreement



A COLAS COMPANY

MILLER MAINTENANCE Electrical Services

704024 Rockley Rd., P.O. Box 248, New Liskeard, ON, P0J 1P0
Phone: (705) 647-8299 Fax: (705) 647-8182

Quotation

To: Mitch McCrank

From: Sylvain Doucet

Email

Date: May 28, 2024

Re: RFQ-002-2024

Quote #Q20240528-1

•Comments: We are pleased to quote the following on the above noted project.

Supply and installation of poles, light fixtures, supports, and required appurtenances as per the listed quantities.

Item #	Description	Quantity	Units	Unit \$	Total \$
1.0	Haileybury				
1.1	20' Pole c/w Receptacle, Decorative Arm and LED Fixture	4	EA	\$9,950.00	\$39,800.00
1.2	Replace Posttop LED Lumec Fixtures Decorative Poles	6	EA	\$4,000.00	\$24,000.00
2.0	New Liskeard				
2.1	9' Pole c/w Dual Post-Top LED Fixture	1	EA	\$6,400.00	\$6,400.00
2.2	9' Pole c/w Single Post-Top LED Fixture	2	EA	\$4,300.00	\$8,600.00
					\$78,800.00

Terms & Conditions:

1. Quote is valid for 30 days.
2. HST not included.
3. See shop drawings attached.

Please contact the undersigned if you have any questions.

Thank You,

Sylvain Doucet

Sylvain Doucet
Estimator

Allowances

- Allowed for modifications to adapt new poles to existing anchor bolt pattern and/or setting new anchor bolts at all pole locations when sheared off.
- Provide (3) concrete base covers for New Liskeard 9' poles
- Poles are black power coated galvanized steel

Exceptions

- New Liskeard poles are not hinged.
- Existing foundations to be re-used at all locations.
- Poles are not engineered for additional loading (planters, banners, etc.)



Attention to detail is perhaps the most important aspect of the Lumec **Candela LED** post top and pendant luminaires. From the European inspired nautical design to the wide range of optical systems available, to the wide assortment of complementary products that harmonize with this luminaire, no stone has been left unturned to give decision makers unprecedented flexibility and design options.

Project: _____
 Location: _____
 Cat.No: _____
 Type: _____
 Lamps: _____ Qty: _____
 Notes: _____

Ordering guide: Luminaire

example: CAND1-40W42LED3K-G2-PC-C-RLE5-120-BKTX

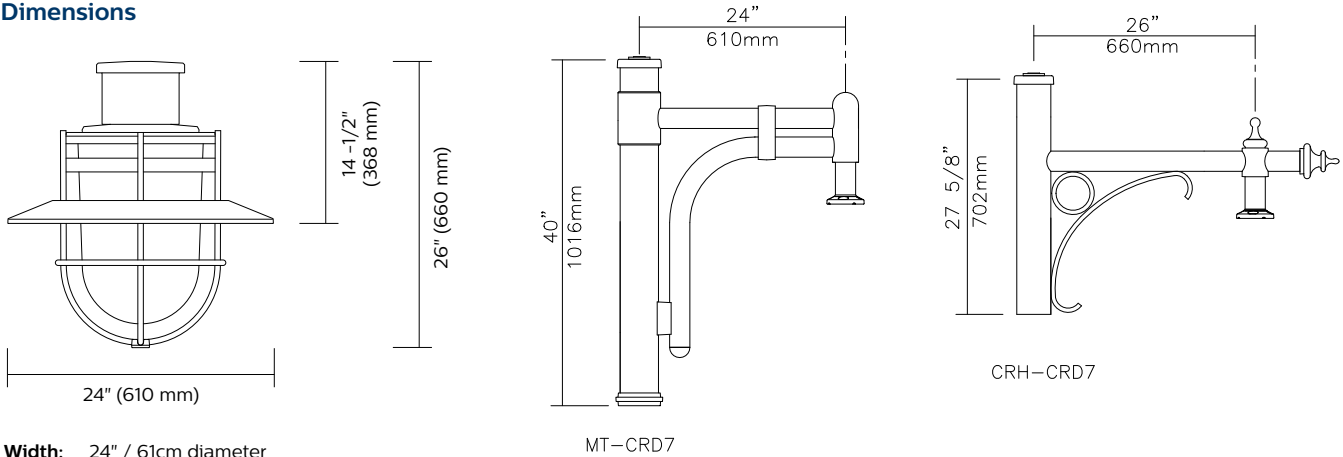
Series	LED module	Generation	Globe material	Globe finish	Optics	Voltage	Luminaire options	Poles and brackets	Finish
CAND1		G2	PC						
CAND1 Candela pendant	3000k 40W42LED3K 65W42LED3K	G2	PC Polycarbonate	C Clear CGB Satin clear	RLE3 Type III (ASYM) RLE5 Type V (SYMM)	120 120V 208 208V 240 240V 277 277V	HS House side shield RCD7' Receptacle 7 pin Available for this luminaire but must be selected with the bracket. It is not part of the luminaire code. See bracket ordering guide for coding.	Consult with signify.com/outdoorluminaires for details and the complete line of Signify poles and brackets	BE2TX Textured Midnight Blue
	BE6TX Textured Ocean Blue								
	4000k 40W42LED4K 65W42LED4K								BE8TX Textured Royal Blue
									BG2TX Textured Sandstone
									BKTX Textured Black
									BRTX Textured Bronze
									GN4TX Textured Blue Green
									GN6TX Textured Forest Green
									GN8TX Textured Dark Forest Green
									GNTX Textured Green
									GR Gray Sandtex
									GY3TX Textured Medium Grey
									NP Natural Aluminum
									RD2TX Textured Burgundy
									RD4TX Textured Scarlet
									TG Hammertone Gold
									WHTX Textured White

1. RCD7 receptacle 7 pin is located on top of the mounting bracket.

CAND1 Candela LED Pendant

Urban Luminaire

Dimensions



Width: 24" / 61cm diameter

Height: 26" / 66cm

EPA: 1.85 sq. ft (maximum)

Weight: 58 lbs / 26.4 kg (maximum)

Predicted Lumen Depreciation Data

Predicted performance derived from LED manufacturer's data and engineering design estimates, based on IESNA LM-80 methodology. Actual experience may vary due to field application conditions. L70 is the predicted time when LED performance depreciates to 70% of initial lumen output. Calculated per IESNA TM21-11. Published L70 hours limited to 6 times actual LED test hours.

Ambient Temperature °C	Driver mA	Calculated L ₇₀ Hours	L ₇₀ per TM-21	Lumen Maintenance % at 54,000 hrs
25°C	500 mA	>100,000 hours	>54,000 hours	>98%

LED Wattage and Lumen Values: Candela LED pendant CAND1

Ordering Code: 3000K Clear globe	Total LEDs	LED current (mA)	Average System Wattage (W)	Type RLE3			Type RLE5		
				Lumen Output	Efficacy (LPW)	BUG Rating	Lumen Output	Efficacy (LPW)	BUG Rating
40W42LED3K-G2-C	42	333	50	5,538	110	B1-U3-G2	5,510	110	B3-U3-G1
65W42LED3K-G2-C	42	500	70	7,628	109	B2-U3-G2	7,490	107	B3-U3-G1

Ordering Code: 3000K Satin clear globe	Total LEDs	LED current (mA)	Average System Wattage (W)	Type RLE3			Type RLE5		
				Lumen Output	Efficacy (LPW)	BUG Rating	Lumen Output	Efficacy (LPW)	BUG Rating
40W42LED3K-G2-CGB	42	333	50	5,081	108	B1-U3-G2	4,823	96	B2-U3-G2
65W42LED3K-G2-CGB	42	500	70	6,999	100	B2-U3-G3	6,555	93	B3-U3-G2

Actual performance may vary due to installation variables including optics, mounting/ceiling height, dirt depreciation, light loss factor, etc.; highly recommended to confirm performance with a layout - contact Applications at signify.com/outdoorluminaires.
Note: Some data may be scaled based on tests of similar. But not identical luminaires.

CAND1 Candela LED Pendant

Urban Luminaire

LED Wattage and Lumen Values: Candela LED pendant CAND1 continued

Ordering Code: 4000K Clear globe	Total LEDs	LED current (mA)	Average System Wattage (W)	Type RLE3			Type RLE5		
				Lumen Output	Efficacy (LPW)	BUG Rating	Lumen Output	Efficacy (LPW)	BUG Rating
40W42LED4K-G2-C	42	333	50	5,889	117	B2-U3-G2	5,917	118	B3-U3-G1
65W42LED4K-G2-C	42	500	70	8,111	116	B2-U3-G2	8,042	115	B3-U3-G2

Ordering Code: 4000K Satin clear globe	Total LEDs	LED current (mA)	Average System Wattage (W)	Type RLE3			Type RLE5		
				Lumen Output	Efficacy (LPW)	BUG Rating	Lumen Output	Efficacy (LPW)	BUG Rating
40W42LED4K-G2-C	42	333	50	5,403	108	B1-U3-G2	5,178	103	B2-U3-G2
65W42LED4K-G2-C	42	500	70	7,442	106	B2-U4-G3	7,038	100	B3-U3-G3

Actual performance may vary due to installation variables including optics, mounting/ceiling height, dirt depreciation, light loss factor, etc.; highly recommended to confirm performance with a layout - contact Applications at signify.com/outdoorluminaire.

Note: Some data may be scaled based on tests of similar. But not identical luminaires.

Specifications:

Housing

In a round shape, this housing is made of cast 356 aluminum, c/w a watertight grommet, mechanically assembled to the bracket with four bolts 3/8-16 UNC. This suspension system permits for a full rotation of the luminaire in 90 degree increments.

Guard: In a round shape, this guard is made of 6063-T5 aluminum 1/2" (13mm) rods and is mechanically assembled to the access-mechanism.

Skirt: Spun 1100-0 aluminum, mechanically assembled on the luminaire.

Access-Mechanism: Rotomatic, die-cast A360 aluminum quarter-turn mechanism with constant-pressure spring-loaded points. The mechanism shall offer tool-free access to the inside of the luminaire. An embedded memory-retentive gasket shall ensure weatherproofing. A red key on the unit shall indicate point of engagement.

Globe: (PC-C), Made of one-piece seamless injection-molded clear polycarbonate. (PC-CGB), Made of one-piece seamless injection-molded clear finish with internal glass bead blast giving a soft diffusing lighting effect. polycarbonate The globe is assembled on the access-mechanism.

LED Engine

Rotomatic tool-free system composed of 4 main components: Heat Sink / LED Module / Optical System / Driver. Electrical components are RoHS compliant. Composed of 42 high-performance white LEDs. Color temperature as per ANSI/NEMA bin Neutral White, 4000 Kelvin nominal (3985K +/- .275K or 3710K to 4260K) or Warm white, 3000 Kelvin nominal (3045K +/- 175K or 2870K to 3220K), CRI 70 Min. 75 Typical.

Heat sink

Made of extruded aluminum optimizing the LEDs efficiency and life. Product does not use any cooling device with moving parts (only passive cooling device)

Optical System

Type 3 and Type 5. Composed of high-performance acrylic lenses to achieve optimized distribution and get maximum spacing. Target lumens will create a perfect lighting uniformity. Performance shall be tested per LM-63, LM-79 and TM-15 (IESNA) certifying its photometric performance. Painted color grey.

Driver

High power factor of 90%. Electronic driver, operating range 50/60 Hz. Auto-adjusting to a voltage between 120 and 277 volt AC rated for both application line to line or line to neutral, Class II, THD of 20% max. Maximum ambient operating temperature from -40F(-40C) to 130F(55C) degrees. Assembled on a unitized removable tray with Tyco quick disconnect plug resisting to 221F(105C) degrees.

Surge protection

Surge protector tested in accordance with ANSI/IEEE C62.45 per ANSI/IEEE C62.41.2 Scenario I Category C High Exposure 10kV/10kA waveforms for Line Ground, Line Neutral and Neutral Ground, and in accordance with U.S. DOE (Department of Energy) MSSLC (Municipal Solid State Street Lighting Consortium) model specification for LED roadway luminaires electrical immunity requirements for High Test Level 10kV / 10kA.

CAND1 Candela LED Pendant

Urban Luminaire

Specification (continued)

Luminaire useful life

Refer to IES files for energy consumption and delivered lumens for each option. Based on ISTMT in situ thermal testing in accordance with UL1598 and UL8750, using LM-80 data from LED manufacturers and engineering prediction methods, the luminaire useful life is expected to reach 100,000+ hours with >L70 lumen maintenance @ 25°C Luminaire useful life accounts for LED lumen maintenance and additional factors, including LED life, driver life, PCB substrate, solder joints on/off cycles and burning hours for nominal applications.

Hardware

All exposed screws shall be complete with Ceramic primer-seal basecoat to reduce seizing of the parts and offers a high resistance to corrosion. All seals and sealing devices are made and/or lined with EPDM and/or silicone and/or rubber.

Wiring

Gauge (#14) TEW/AWM 1015 or 1230 wires, 6" (152mm) minimum exceeding from luminaire

Options

HS House side shield

Finish

Color to be in accordance with the AAMA 2603 standard. Application of polyester powder coat paint (4 mils/100 microns) with ± 1 mils/24 microns of tolerance. The Thermosetting resins provides a discoloration resistant finish in accordance with the ASTM D2244 standard, as well as luster retention in keeping with the ASTM D523 standard and humidity proof in accordance with the ASTM D2247 standard.

The surface treatment achieves a minimum of 2000 hours for salt spray resistant finish in accordance with testing performed and per ASTM B117 standard.

LED products manufacturing standard

Electrostatic discharge (ESD) such as light emitting diodes (LEDs) are assembled in compliance with IEC61340 5 1 and ANSI/ ESD S20.20 standards so as to eliminate ESD

events that could decrease the useful life of the product.

Quality Control

The manufacturer must provide a written confirmation of its ISO 9001 2008 and ISO 14001 2004 International Quality Standards Certification.

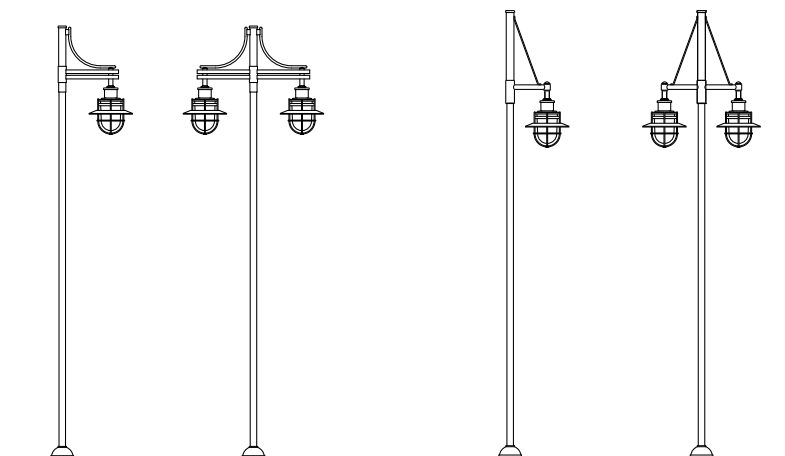
Certifications and Compliance

cULus listed to Canadian safety standards for wet locations. Manufactured to ISO 9001:2008 Standards. UL8750 and UL1598 compliant. UL listed to U.S. safety standards for wet locations. LM80 & LM79 tested. Listed on the DesignLights™ Consortium (DLC) Qualified Products List (QPL).

Warranty

5 year extended warranty.

Assembly examples



CAND1
CN1-1A

CAND1
CN1-2

CAND1
PC-1A

CAND1
PC-2

Consult signify.com/outdoorluminaires for details and the complete line of Signify poles and brackets.





Attention to detail is perhaps the most important aspect of the Lumec **Candela LED** post top and pendant luminaires. From the European inspired nautical design to the wide range of optical systems available, to the wide assortment of complementary products that harmonize with this luminaire, no stone has been left unturned to give decision makers unprecedented flexibility and design options.

Project: _____
 Location: _____
 Cat.No: _____
 Type: _____
 Lamps: _____ Qty: _____
 Notes: _____

Ordering guide: Luminaire

example: CAND2-65W42LED4K-G2-PC-C-RLE5-120-BKTX

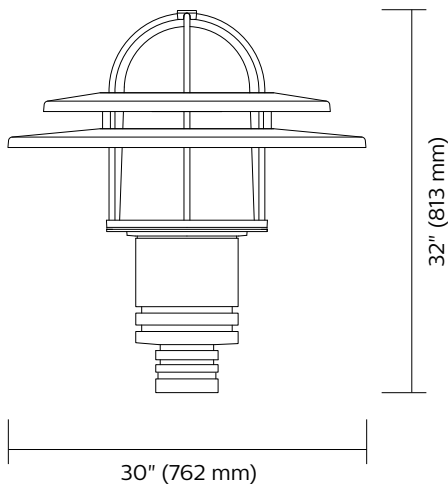
Series	LED module	Generation	Globe material	Globe finish	Optics	Voltage	Luminaire options	Poles and brackets	Finish
CAND2		G2	PC						
CAND2 Candela post top	3000k 40W42LED3K ¹ 65W42LED3K	G2	PC Polycarbonate	C Clear CGB Satin clear	RLE3 Type III (ASYM) RLE5 Type V (SYMM)	120 120V 208 208V 240 240V 277 277V	HS House side shield PH7² Photoelectric cell TN2.875C 2-7/8" dia. Tenon adaptor TN3 3" dia. Tenon adaptor TN3.5 3-1/2" dia. Tenon adaptor RCD7² Receptacle 7 pin	Consult with signify.com/ outdoorluminaires for details and the complete line of Signify poles and brackets.	BE2TX Textured Midnight Blue BE6TX Textured Ocean Blue BE8TX Textured Royal Blue BG2TX Textured Sandstone BKTX Textured Black BRTX Textured Bronze GN4TX Textured Blue Green GN6TX Textured Forest Green GN8TX Textured Dark Forest Green GNTX Textured Green GR Gray Sandtex GY3TX Textured Medium Grey NP Natural Aluminum RD2TX Textured Burgundy RD4TX Textured Scarlet TG Hammertone Gold WHTX Textured White
	4000k 40W42LED4K ¹ 65W42LED4K								

1. Not available with RCD7.
 2. The RCD7 is located inside the globe on top of the heat sink.

CAND2 Candela LED Post Top

Urban Luminaire

Dimensions



Width: 30" / 76.2cm diameter
Height: 32" / 81.3cm
EPA: 1.85 sq. ft (*maximum*)
Weight: 44 lbs / 20 kg (*maximum*)

Predicted Lumen Depreciation Data

Predicted performance derived from LED manufacturer's data and engineering design estimates, based on IESNA LM-80 methodology. Actual experience may vary due to field application conditions. L70 is the predicted time when LED performance depreciates to 70% of initial lumen output. Calculated per IESNA TM21-11. Published L70 hours limited to 6 times actual LED test hours.

Ambient Temperature °C	Driver mA	Calculated L70 Hours	L70 per TM-21	Lumen Maintenance % at 54,000 hrs
25°C	500 mA	>100,000 hours	>54,000 hours	>98%

LED Wattage and Lumen Values: Candela LED post top CAND2

Ordering Code: 3000K Clear globe	Total LEDs	LED current (mA)	Average System Wattage (W)	Type RLE3			Type RLE5		
				Lumen Output	Efficacy (LPW)	BUG Rating	Lumen Output	Efficacy (LPW)	BUG Rating
40W42LED3K-G2-C	42	333	50	3,820	76	B1-U3-G1	4,077	81	B3-U2-G1
65W42LED3K-G2-C	42	500	70	4,892	70	B2-U3-G2	5,579	80	B3-U2-G1

Ordering Code: 3000K Satin clear globe	Total LEDs	LED current (mA)	Average System Wattage (W)	Type RLE3			Type RLE5		
				Lumen Output	Efficacy (LPW)	BUG Rating	Lumen Output	Efficacy (LPW)	BUG Rating
40W42LED3K-G2-CGB	42	333	50	2,649	53	B1-U3-G2	2,778	55	B2-U3-G3
65W42LED3K-G2-CGB	42	500	70	3,393	48	B1-U3-G3	3,801	54	B2-U3-G3

Actual performance may vary due to installation variables including optics, mounting/ceiling height, dirt depreciation, light loss factor, etc.; highly recommended to confirm performance with a layout - contact Applications at signify.com/outdoorluminares.
Note: Some data may be scaled based on tests of similar. But not identical luminaires.

CAND2 Candela LED Post Top

Urban Luminaire

LED Wattage and Lumen Values: Candela LED post top CAND2 continued

Ordering Code: 4000K Clear globe	Total LEDs	LED current (mA)	Average System Wattage (W)	Type RLE3			Type RLE5		
				Lumen Output	Efficacy (LPW)	BUG Rating	Lumen Output	Efficacy (LPW)	BUG Rating
40W42LED4K-G2-C	42	333	50	4,081	81	B1-U3-G2	4,356	87	B3-U2-G1
65W42LED4K-G2-C	42	500	70	5,584	80	B2-U3-G2	5,960	85	B3-U2-G2

Ordering Code: 4000K Satin clear globe	Total LEDs	LED current (mA)	Average System Wattage (W)	Type RLE3			Type RLE5		
				Lumen Output	Efficacy (LPW)	BUG Rating	Lumen Output	Efficacy (LPW)	BUG Rating
40W42LED4K-G2-CGB	42	333	50	2,830	56	B1-U3-G3	2,968	59	B2-U3-G2
65W42LED4K-G2-CGB	42	500	70	3,872	55	B1-U3-G3	4,060	58	B2-U3-G3

Actual performance may vary due to installation variables including optics, mounting/ceiling height, dirt depreciation, light loss factor, etc.; highly recommended to confirm performance with a layout - contact Applications at signify.com/outdoorluminares.
Note: Some data may be scaled based on tests of similar. But not identical luminaires.

Specifications:

Housing

In a round shape, this housing is made of cast 356 aluminum, c/w a watertight grommet, mechanically assembled to the bracket with four bolts 3/8-16 UNC. This suspension system permits for a full rotation of the luminaire in 90 degree increments.

Guard: In a round shape, this guard is made of 6063 T5 aluminum 1/2" (13mm) rods and is mechanically assembled to the access mechanism.

Skirt: Spun 1100 O aluminum, mechanically assembled on the luminaire.

Access-Mechanism: Rotomatic, die cast A360 aluminum quarter turn mechanism with constant pressure spring loaded points. The mechanism shall offer tool free access to the inside of the luminaire. An embedded memory retentive gasket shall ensure weatherproofing. A red key on the unit shall indicate point of engagement.

Globe: (PC C), Made of one piece seamless injection molded clear polycarbonate. (PC CGB), Made of one piece seamless injection molded clear finish with internal glass bead blast giving a soft diffusing lighting effect. polycarbonate The globe is assembled on the access mechanism.

Fitter: Cast aluminum 356 c/w 4 set screws 3/8 16 UNC. Fits on a 4"(102mm) outside diameter by 4"(102mm) long tenon

LED Engine

Rotomatic tool-free system composed of 4 main components: Heat Sink / LED Module / Optical System / Driver. Electrical components are RoHS compliant. Composed of 42 high-performance white LEDs. Color temperature as per ANSI/NEMA bin Neutral White, 4000 Kelvin nominal (3985K+/- .275K or 3710K to 4260K) or Warm white, 3000 Kelvin nominal (3045K +/- 175K or 2870K to 3220K), CRI 70 Min. 75 Typical.

Heat sink

Made of extruded aluminum optimizing the LEDs efficiency and life. Product does not use any cooling device with moving parts (only passive cooling device)

Optical System

Type 3 and Type 5. Composed of high-performance acrylic lenses to achieve optimized distribution and get maximum spacing. Target lumens will create a perfect lighting uniformity. Performance shall be tested per LM-63, LM-79 and TM-15 (IESNA) certifying its photometric performance. Painted color grey.

Driver

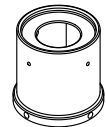
High power factor of 90%. Electronic driver, operating range 50/60 Hz. Auto-adjusting to a voltage between 120 and 277 volt AC rated for both application line to line or line to neutral, Class II, THD of 20% max. Maximum ambient operating temperature from -40F(-40C) to 130F(55C) degrees. Assembled on a unitized removable tray with Tyco quick disconnect plug resisting to 221F(105C) degrees.

Luminaire Options

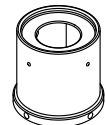
RCD7
Receptacle
7-pins.



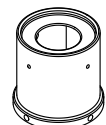
TN2.875C:
Fitter to fit over a 3" (76 mm)
O.D. by 4" (102 mm) long
tenon



TN3:
Fitter to fit over a 3" (76 mm)
O.D. by 4" (102 mm) long
tenon



TN3.5:
Fitter to fit over a 3 1/2" (89
mm) O.D. by 4" (102 mm)
long tenon



CAND2 Candela LED Post Top

Urban Luminaire

Specification (continued)

Surge protection

Surge protector tested in accordance with ANSI/IEEE C62.45 per ANSI/IEEE C62.41.2 Scenario I Category C High Exposure 10kV/10kA waveforms for Line Ground, Line Neutral and Neutral Ground, and in accordance with U.S. DOE (Department of Energy) MSSLC (Municipal Solid State Street Lighting Consortium) model specification for LED roadway luminaires electrical immunity requirements for High Test Level 10kV / 10kA.

Luminaire useful life

Refer to IES files for energy consumption and delivered lumens for each option. Based on ISTMT in situ thermal testing in accordance with UL1598 and UL8750, using LM-80 data from LED manufacturers and engineering prediction methods, the luminaire useful life is expected to reach 100,000+ hours with >L70 lumen maintenance @ 25°C Luminaire useful life accounts for LED lumen maintenance and additional factors, including LED life, driver life, PCB substrate, solder joints on/off cycles and burning hours for nominal applications.

Hardware

All exposed screws shall be complete with Ceramic primer-seal basecoat to reduce seizing of the parts and offers a high resistance to corrosion. All seals and sealing devices are made and/or lined with EPDM and/or silicone and/or rubber.

Wiring

Gauge (#14) TEW/AWM 1015 or 1230 wires, 6" (152mm) minimum exceeding from luminaire

Options

HS House side shield

Finish

Color to be in accordance with the AAMA 2603 standard. Application of polyester powder coat paint (4 mils/100 microns) with ± 1 mils/24 microns of tolerance. The Thermosetting resins provides a discoloration resistant finish in accordance with the ASTM D2244 standard, as well as luster retention in keeping with the ASTM D523 standard and humidity proof in accordance with the ASTM D2247 standard.

The surface treatment achieves a minimum of 2000 hours for salt spray resistant finish in accordance with testing performed and per ASTM B117 standard.

LED products manufacturing standard

Electrostatic discharge (ESD) such as light emitting diodes (LEDs) are assembled in compliance with IEC61340 5 1 and ANSI/ ESD S20.20 standards so as to eliminate ESD events that could decrease the useful life of the product.

Quality Control

The manufacturer must provide a written confirmation of its ISO 9001 2008 and ISO 14001 2004 International Quality Standards Certification.

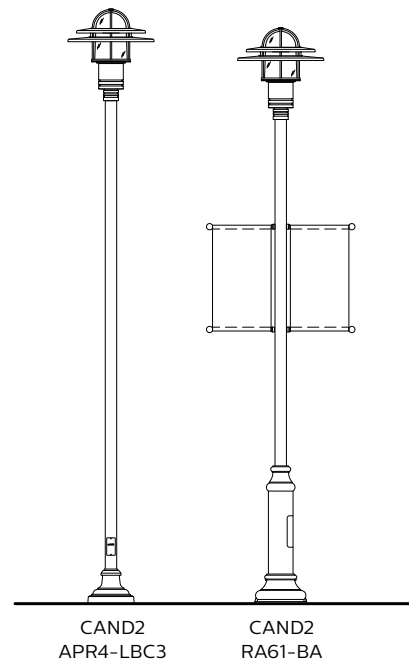
Certifications and Compliance

cULus listed to Canadian safety standards for wet locations. Manufactured to ISO 9001:2008 Standards. UL8750 and UL1598 compliant. UL listed to U.S. safety standards for wet locations. LM80 & LM79 tested. Listed on the DesignLights™ Consortium (DLC) Qualified Products List (QPL).

Warranty

5 year extended warranty.

Assembly examples



Consult signify.com/outdoorluminaires for details and the complete line of Signify poles and brackets.



PRODUCT OVERVIEW



Features:

- Colonial LED lantern, replaces up to 250W HID models for street and area lighting applications
- Sixteen (16) LED performance packages deliver just the right amount of light for any given application up to 13,400 lumens
- Available in color temperature choices of 2700K, 3000K and 4000K
- Four (4) distinct light distribution options provide design flexibility, available in Type II, Type III, Type IV, and Type V
- Engineered for sturdy, long-life performance with die-cast aluminum housing
- Available with acrylic or polycarbonate lenses
- Die-cast aluminum hood features a trigger latch (TL) option and captive thumb screws for fast, easy electrical and optical chamber access
- Standard paint finish is smooth gloss
- Housing is tenon pole-mounted and designed for use with a 3" tall by 2-3/8" to 3" diameter tenon, and secured by three set screws.
- Rated LED and driver life greater than 100,000 hours at 25°C
- Surge protection device (standard) exceeds ANSI/IEEE C62.41-2002 Category C High (10kV/10kA) and ANSI C136.2-2015 Enhanced (10kV/5kA). 20KV Option exceeds ANSI/IEEE C62.41-2002 Category C High (10kV/10kA) and ANSI C136.2-2015 Extreme (20kV/10kA)
- Equipped with LED electronic 0-10V dimmable driver with DALI driver option

Applications:

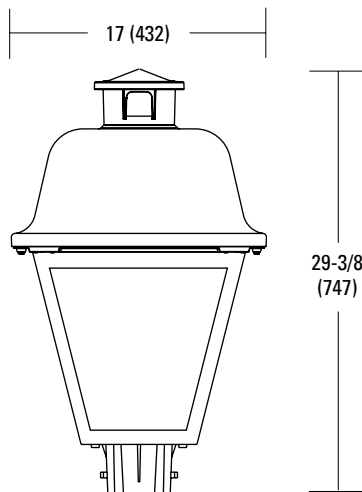
- Streetscapes
- Walkways
- Pathways
- Parks



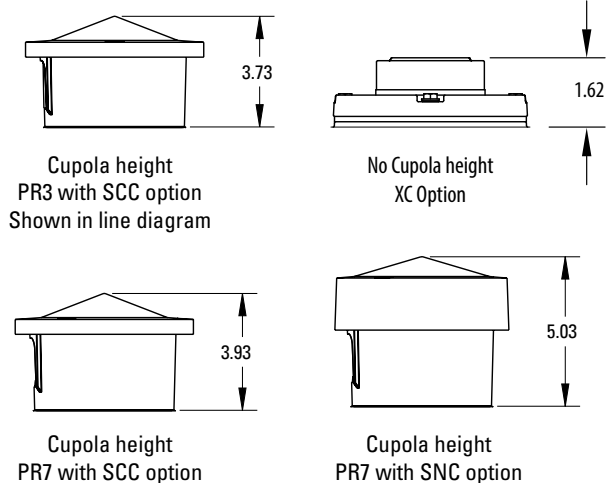
Standards:

- Complies with all applicable ANSI C136 standards
- CSA listed and suitable for up to 40°C ambient
- DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

DIMENSIONS



Effective Projected Area (EPA)
 The EPA for the ARDL 2.4 sq. ft.
 Fixture weight = 39 lbs.



*See Cupola Control Node Compatibility chart to ensure compatibility with smart controls

All dimensions are inches (millimeters) unless otherwise noted.

American Revolution Deluxe LED

Series ARDL

ORDERING INFORMATION

Example: ARDL P153 MVOLT 30K R3 AY BK SCC PR7

Series	Performance Package	Voltage	Color Temperature (CCT)																																																														
ARDL American Revolution Deluxe LED	<table border="1"> <thead> <tr> <th>Package</th> <th>Input Watts</th> <th>Lumens (nominal)</th> </tr> </thead> <tbody> <tr><td>P101</td><td>30</td><td>3,200</td></tr> <tr><td>P102</td><td>40</td><td>4,000</td></tr> <tr><td>P103</td><td>50</td><td>4,800</td></tr> <tr><td>P151</td><td>50</td><td>5,200</td></tr> <tr><td>P152</td><td>60</td><td>6,200</td></tr> <tr><td>P153</td><td>70</td><td>6,900</td></tr> <tr><td>P201</td><td>70</td><td>7,300</td></tr> <tr><td>P202</td><td>80</td><td>8,000</td></tr> <tr><td>P203</td><td>90</td><td>8,700</td></tr> <tr><td>P300</td><td>60</td><td>6,900</td></tr> <tr><td>P301</td><td>70</td><td>7,800</td></tr> <tr><td>P302</td><td>80</td><td>8,800</td></tr> <tr><td>P303</td><td>90</td><td>9,600</td></tr> <tr><td>P304</td><td>100</td><td>10,400</td></tr> <tr><td>P451</td><td>100</td><td>11,400</td></tr> <tr><td>P452</td><td>110</td><td>12,400</td></tr> </tbody> </table>	Package	Input Watts	Lumens (nominal)	P101	30	3,200	P102	40	4,000	P103	50	4,800	P151	50	5,200	P152	60	6,200	P153	70	6,900	P201	70	7,300	P202	80	8,000	P203	90	8,700	P300	60	6,900	P301	70	7,800	P302	80	8,800	P303	90	9,600	P304	100	10,400	P451	100	11,400	P452	110	12,400	<table border="1"> <tbody> <tr><td>MVOLT</td><td>120-277V</td><td>27K</td><td>2700K</td></tr> <tr><td>HVOLT</td><td>347-480V</td><td>30K</td><td>3000K</td></tr> <tr><td>XVOLT</td><td>277-480V with enhanced power quality protection</td><td>40K</td><td>4000K</td></tr> </tbody> </table>	MVOLT	120-277V	27K	2700K	HVOLT	347-480V	30K	3000K	XVOLT	277-480V with enhanced power quality protection	40K	4000K
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Distribution	Optics	Finish (smooth gloss)	Cupola																																																														
R2 Type II R3 Type III R4 Type IV R5 Type V	AY Acrylic PY Polycarbonate	BK Black GY Gray DDB Dark Bronze WH White BZ Bronze	SCC Standard cupola SNC Smart node cupola XC No cupola																																																														
Photocontrol Receptacle																																																																	
NR No photocontrol receptacle PR3 3 pin NEMA photocontrol PR7 7 pin NEMA photocontrol																																																																	

Options

Options

PCLL	Solid state long life photocontrol 120-277V (fail off)
P34	Solid state long life photocontrol, 347 Volt only (fail off)
P48	Solid state long life photocontrol, 480 Volt only (fail off)
PCSS	Solid state photocontrol, 120-277V (not CSA Listed) (fail on)
SH	Shorting cap
AO	Field adjustable output module
DALI	DALI driver (RFD required)

Miscellaneous

SS	Stainless steel hardware
TL	Tool-less trigger latch entry
NL1X1	1" x 1" NEMA label
NL2X2	2" x 2" NEMA label
XL	Not CSA Listed
LDR	Ladder Rest
CR	Epoxy Pre-Coat Finish
20kV	20kV/10kA surge protection device
CNV	Field convertible to full cutoff

House-Side Shields

HSB	House Side Shield Black
HSW	House Side Shield White

Prewired leads

L1H	1.5 ft. prewired leads
L03	3 ft. prewired leads
L10	10 ft. prewired leads
L20	20 ft. prewired leads
L25	25 ft. prewired leads
L30	30 ft. prewired leads

Accessories (ship separately)

ARDLFHSW	Field installable white shield (HSW)
ARDLFHSB	Field installable black shield (HSB)
ARDLFAY	Field installable acrylic (AY) replacement optic
ARDLFPY	Field installable polycarbonate (PY) replacement optic

Note: Check the OPTIONS MATRIX on Page 3 for compatibility & restrictions



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 www.americanelectricalighting.com Phone: 1-866-HOLOPHANE
 Email: TechSupportINF@AcuityBrands.com
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Warranty Five-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

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Please contact your sales representative for the latest product information.

American Revolution Deluxe LED Series ARDL

OPTIONS MATRIX

		Voltage			Distribution					Cupola			Receptacle			Photocontrol					Other				
		MVOLT	HVOLT	XVOLT	R2	R3	R4	R5	SCC	SNC	XC	PR3	PR7	NR	PCLL	PCSS	P34	P48	SH	AO	DALI	20KV	CNV	XL	
Lumen Package	P101	Y	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	RFD	Y	Y	Y		
	P102	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	RFD	Y	Y	Y	
	P103	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	RFD	Y	Y	Y	
	P151	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	RFD	Y	Y	Y	
	P152	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	RFD	Y	Y	Y	
	P153	Y	Y	N	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	RFD	Y	Y	Y	
	P201	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	RFD	Y	Y	Y	
	P202	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	RFD	Y	Y	Y	
	P203	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	RFD	Y	Y	Y	
	P300	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	RFD	Y	Y	Y	
	P301	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	RFD	Y	Y	Y	
	P302	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	RFD	Y	Y	Y	
	P303	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	RFD	Y	Y	Y	
	P304	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	RFD	Y	Y	Y	
	P451	Y	Y	N	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	RFD	Y	Y	Y	
P452	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	RFD	Y	Y	Y		
Voltage	MVOLT				Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	Y	Y	RFD	Y	Y	Y	
	HVOLT				Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N	Y	Y	Y	Y	N	Y	Y	Y	
	XVOLT				Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y		
Cupola	SCC	Y	Y	Y	Y	Y	Y				Y	Y	Y	Y	Y	Y	Y	Y	Y	RFD	Y	Y	Y		
	SNC	Y	Y	Y	Y	Y	Y				N	Y	N	Y	Y	Y	Y	Y	Y	RFD	Y	Y	Y		
	XC	Y	Y	Y	Y	Y	Y				Y	Y	N	Y	Y	Y	Y	Y	Y	RFD	Y	Y	Y		
Receptacle	PR3	Y	Y	Y	Y	Y	Y	Y	N	Y				Y	Y	Y	Y	Y	Y	RFD	Y	Y	Y		
	PR7	Y	Y	Y	Y	Y	Y	Y	Y	Y				Y	Y	Y	Y	Y	Y	RFD	Y	Y	Y		
	NR	Y	Y	Y	Y	Y	Y	Y	N	N				N	N	N	N	N	Y	RFD	Y	Y	Y		
Photocontrol	PCLL	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	N						Y	RFD	Y	Y	Y		
	PCSS	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	N						Y	RFD	Y	Y	Y		
	P34	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N						Y	RFD	Y	Y	Y		
	P48	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N						Y	RFD	Y	Y	Y		
	SH	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N						Y	RFD	Y	Y	Y		
Other	AO	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y			
	DALI	RFD	N	N	RFD	RFD	RFD	RFD	RFD	RFD	RFD	RFD	RFD	RFD	RFD	RFD	RFD	RFD	N		RFD	RFD	RFD		
	20KV	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	RFD		Y	Y		
	CNV	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	RFD	Y		N		
	XL	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	RFD	Y	N			

MATRIX KEY

Y = Option combination is available

N = Option combination is not available

RFD = Option combination is available but additional information required. Consult factory.

Cupola Control Node Compatibility		
Cupola Option	Acuity Brands Control	
	nLight rTLN	DTL DIN
XC	Yes	Yes
SCC	No	No
SNC	No	Yes



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American Revolution Deluxe LED

Series ARDL

OPERATING CHARACTERISTICS

Performance Package	Wattage	CCT	AY Optic							
			R2		R3		R4		R5	
			Lumens	LPW	Lumens	LPW	Lumens	LPW	Lumens	LPW
P101	30	2700K	3,053	102	3,029	101	3,018	101	3,154	105
		3000K	3,186	106	3,162	105	3,150	105	3,292	110
		4000K	3,325	111	3,300	110	3,287	110	3,435	114
P102	40	2700K	3,857	96	3,827	96	3,813	95	3,984	99
		3000K	4,025	101	3,995	100	3,980	99	4,158	104
		4000K	4,200	105	4,168	104	4,153	104	4,339	108
P103	50	2700K	4,671	93	4,636	93	4,618	92	4,825	96
		3000K	4,875	97	4,838	97	4,820	96	5,037	101
		4000K	5,087	102	5,049	101	5,030	101	5,255	105
P151	50	2700K	4,991	100	4,953	99	--	--	5,156	103
		3000K	5,210	104	5,170	103	--	--	5,382	108
		4000K	5,436	109	5,395	108	--	--	5,616	112
P152	60	2700K	5,974	100	5,928	99	--	--	6,171	103
		3000K	6,235	104	6,188	103	--	--	6,441	107
		4000K	6,506	108	6,457	108	--	--	6,721	112
P153	70	2700K	6,694	96	6,643	95	--	--	6,915	99
		3000K	6,987	100	6,934	99	--	--	7,218	103
		4000K	7,291	104	7,235	103	--	--	7,532	108
P201	70	2700K	7,030	100	6,977	100	6,951	99	7,262	104
		3000K	7,338	105	7,282	104	7,255	104	7,580	108
		4000K	7,657	109	7,598	109	7,570	108	7,910	113
P202	80	2700K	7,759	97	7,701	96	7,672	96	8,016	100
		3000K	8,099	101	8,038	100	8,008	100	8,367	105
		4000K	8,451	106	8,387	105	8,356	104	8,730	109
P203	90	2700K	8,440	94	8,376	93	8,345	93	8,719	97
		3000K	8,809	98	8,742	97	8,710	97	9,100	101
		4000K	9,192	102	9,122	101	9,089	101	9,496	105
P300	61	2700K	6,683	110	6,633	109	6,608	108	6,904	113
		3000K	6,976	114	6,923	114	6,897	113	7,206	118
		4000K	7,279	119	7,224	118	7,197	118	7,520	123
P301	70	2700K	7,497	107	7,440	106	7,413	106	7,745	111
		3000K	7,825	112	7,766	111	7,737	110	8,084	115
		4000K	8,166	117	8,104	116	8,074	115	8,435	120
P302	80	2700K	8,451	106	8,387	105	8,356	104	8,731	109
		3000K	8,821	110	8,754	109	8,722	109	9,113	114
		4000K	9,205	115	9,135	114	9,101	114	9,509	119
P303	90	2700K	9,271	103	9,200	102	9,166	102	9,577	106
		3000K	9,676	108	9,603	107	9,567	106	9,996	111
		4000K	10,097	112	10,020	111	9,983	111	10,431	116
P304	100	2700K	9,994	100	9,918	99	9,881	99	10,324	103
		3000K	10,431	104	10,352	104	10,314	103	10,776	108
		4000K	10,885	109	10,802	108	10,762	108	11,245	112
P451	100	2700K	10,983	110	10,899	109	--	--	11,346	113
		3000K	11,463	115	11,376	114	--	--	11,842	118
		4000K	11,962	120	11,871	119	--	--	12,357	124
P452	110	2700K	11,928	108	11,838	108	--	--	12,322	112
		3000K	12,450	113	12,356	112	--	--	12,862	117
		4000K	12,992	118	12,893	117	--	--	13,421	122

Optic	Factor
AY	1.00
PY	0.92



AEL Headquarters, One Lithonia Way, Conyers Georgia 30012
 www.americanelectricleighting.com Phone: 1-866-HOLOPHANE
 Email: TechSupportINF@AcuityBrands.com
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Warranty Five-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Please contact your sales representative for the latest product information.

American Revolution Deluxe LED

Series ARDL

PROJECTED LED LUMEN MAINTENANCE

Data references the extrapolated performance projections for the platforms noted in a 25°C ambient, based on 6,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11). To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Lumen Maintenance (LLD)							
Performance Package	Initial	25k hours	36k hours	50k hours	60k hours	75k hours	100k hours
P101	1.00	0.96	0.94	0.92	0.90	0.88	0.85
P102, P300	1.00	0.95	0.93	0.91	0.90	0.87	0.84
P151, P201, P301	1.00	0.95	0.93	0.91	0.89	0.87	0.83
P103, P152, P202, P302, P303, P451	1.00	0.95	0.93	0.90	0.89	0.86	0.82
P304, P452	1.00	0.94	0.92	0.90	0.88	0.85	0.81
P155, P202	1.00	0.94	0.92	0.89	0.88	0.85	0.80

LUMEN AMBIENT TEMPERATURE (LAT) MULTIPLIERS

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Ambient Temperature Lumen Multipliers								
0°C	5°C	10°C	15°C	20°C	25°C	30°C	35°C	40°C
1.04	1.03	1.02	1.02	1.01	1.00	0.99	0.98	0.97



Subject: Haileybury Water Treatment Plant – Filter #3 Rehabilitation **Report No.:** PW-016-2024

Agenda Date: June 4, 2024

Attachments

Appendix 01: Continental Carbon Group Inc. Proposal (Draft By-law)

Appendix 02: Single Source Justification Form

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-016-2024; and
2. That Council directs staff to prepare the necessary By-law to enter into an agreement with Continental Carbon Group Inc. for the rehabilitation of filter #3 at the Haileybury Water Treatment Plant in the amount of \$ 410,280 plus applicable taxes for consideration at the June 18, 2024, Regular Council Meeting.

Background

The 3 filters at the Haileybury Water Treatment Plant (HWTP) have been showing signs of aging and deterioration over the years resulting in the need for more frequent backwashing. In addition, traces of the media for the filter are being found in the underdrain system and clear well resulting in higher-than-normal turbidity measurements.

During the 2022 Capital Budget deliberation process, Council approved a capital project for the rehabilitation of 1 of the 3 filters at the plant. A request for proposal was released and only 1 submission was received. At the Regular Council Meeting held on October 4, 2022, Council approved entering into an agreement with Continental Carbon Group Inc. to perform the rehabilitation of the first filter in the amount of \$ 360,820.00. As a result of unknowns, a contract change order was issued for the supply of additional concrete in the amount of \$ 27,800.00 for a total project cost of \$ 388,620.00. This project was approved as a carry-over and was completed in early 2023.

At the Regular Council Meeting held on August 8, 2023, Council approved entering into an agreement with Continental Carbon Group Inc. for the rehabilitation of filter #2 at the HWTP in the amount of \$ 372,020.00. This project was approved as a carry-over and is slated to be completed in Q2 of 2024.

During the 2024 budget process, Council approved the rehabilitation of the third and final filter as a capital project with a budget amount of \$ 420,000.00.

Climate Considerations

The climate lens was used to consider the impacts of the Filter #3 Rehabilitation Project at the HWTP. Results indicate that this project does not contribute to an increase in greenhouse gases, temperature, or precipitation exposure. It is anticipated that there will be a reduction of greenhouse gas emissions as the completion of the project will result in less backwashes that require treatment at the Haileybury Sewage Treatment Plant.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

Steve Burnett
Manager of Environmental Services

Amy Vickery
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2024-000

Being a by-law to enter into an agreement with Continental Carbon Group Inc. for the Haileybury Water Treatment Plant Filter No. 3 Rehabilitation

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

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

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

Whereas Council considered Administrative Report No. PW-016-2024 at the June 4, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into an agreement with Continental Carbon Group Inc. for the Haileybury Water Treatment Plant Filter No. 3 Rehabilitation, in the amount of \$410,280 plus applicable taxes, for consideration at the June 18, 2024 Regular Council meeting.

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

1. That Council authorizes the entering into an agreement with Continental Carbon Group Inc. for the Haileybury Water Treatment Plant Filter No. 3 Rehabilitation, in the amount of \$410,280 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 18th day of June, 2024.

Mayor

DRAFT



Schedule “A” to

By-law 2024-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

Continental Carbon Group Inc.

For the Haileybury Water Treatment Plant Filter No. 3 Rehabilitation

This agreement made this 18th day of June, 2024.

Between:

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

And

Continental Carbon Group Inc.
(hereinafter called “the Contractor”)

Witnesseth:

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

Article I:

The Contractor will:

- a) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto as Appendix 01, and forming part of this Agreement;
- b) Complete, as certified by the Manager of Environmental Services, all the work by **December 31, 2024**; and
- c) The time limits referred to in this Agreement may be abridged or extended by mutual agreement by both Parties.

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **four-hundred and ten-thousand, two-hundred and eighty dollars and zero cents (\$410,280.00) plus applicable taxes**, subject to additions and deductions as provided in the Contract Documents, if applicable.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

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

The Contractor:

Continental Carbon Group Inc.
1100 South Service Rd Suite 321
Stoney Creek, ON L8E 0C5

The Owner:

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

The Manager of Environmental Services:

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

Remainder of Page left Blank Intentionally

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

Signed and Sealed in
the presence of)

Continental Carbon Group Inc.

Micheal Massis – Vice President Sales and Principal Owner

Municipal Seal)

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

Mayor – Jeff Laferriere

Clerk



Appendix 01 to
Schedule "A" to

By-law No. 2024-000

Form of Agreement

Continental Carbon Group

May 28, 2024

To: Steve Burnett/Manager Environmental Services/City of Temiskaming Shores

Filter Rehabilitation- Haileybury WTP

Steve:

Thank-you for the opportunity in allowing us to quote on the retrofit of the third and final filter at the Haileybury Water Treatment Plant. As predicted, the second filter went a lot smoother in terms of the whole installation process. There is an increase for the third filter and it is 100% coming from the supply of the underdrain and the Aries system. Roberts has added the cost of the Aries to this filter as they did not charge for it for the first two filters. In addition, Roberts has incurred an increase in material costs in making the actual underdrain. There is no mark up on the increase portion from Roberts from CCG. In addition, CCG incurred about \$2,200 of concrete repair charges in the second filter that Landmark completed that we did not charge to the City. We are not looking for reimbursement of those costs as we are trying to do everything we can to mitigate the increase on the third filter.

If granted the work, CCG would subcontract the same companies to perform the work. Pedersen will handle all concrete. Landmark (JDCMI) will perform the blasting and coating and Roberts will supply the underdrain. Similar to the previous filter, RW Sidley will supply all sand and CEI will supply all anthracite.

Again, we thank-you for the opportunity to quote the third filter and we are very excited to complete the third filter for the City. It has been great working with the City and OCWA.



CONTINENTAL CARBON GROUP INC
Michael Massis
Vice President Sales and Principal Owner



SCOPE OF WORK - HAILEYBURY WTP

SCOPE: REMOVAL AND DISPOSAL

- CCG will remove all existing filter media via industrial vacuum from filter.
- All existing sand & GAC will be disposed of offsite at Haileybury Landfill. Cost will be covered by City.
- CCG will remove existing underdrain and false floor from the filter. Existing underdrain will be disposed offsite. Cost will be covered by City.
- Filter floor will be cleaned and prepped for new concrete floor and flume to be poured.
- Cleaning of lost media beyond the filter box (since we are using INFINITY slotted, we need the BW water to be particulate free – if they have lost media downstream in their piping, channels, clearwell, BW supply tank etc, it will need to be cleaned out, and several backwashes ran into the filter tank before underdrains are installed) This will be subject to additional costs based on what is found during media/underdrain removal.

SCOPE: CONCRETE FLOOR/FLUME POUR

- New concrete floor will be poured in place of the removed false floor.
- Concrete flooring will include a 2' flume in the centre to accommodate new underdrain system.
- A detailed drawing of proposed floor has been included in the submittal package.
- New concrete floor will be bonded to existing concrete.

SCOPE: BLASTING AND COATING OF FILTER WALLS

- Mobilization and demobilization to and from site
- Full enclose tank
- Dust collection and dust control
- Sandblast surfaces to be coated
- Cleanup and offsite disposal
- Resurface concrete
- Apply Gemite coating system (ANSI/NSF 61)
- Access equipment
- QA and touch ups as required
- Any P/U Crack injection would be extra



SCOPE: SUPPLY AND INSTALLATION OF UNDERDRAIN

- CCG will supply a slotted Roberts Infinity Underdrain along with stainless steel air header.
- In addition, CCG will supply and install Aries Air System as previous filters.
- All hardware, anchor hold downs and supports will come with the delivery.
- CCG will receive and properly store underdrain onsite
- CCG will install all laterals and air supply as per Roberts recommended installation instruction.
- CCG installation will include all grout for underdrain installation
- Roberts will provide a supervisor to oversee installation along with testing and commissioning of underdrain.
- Connection between existing plant air scour supply pipe and the new header Jtube supplied by Roberts that goes in the new flume has not been included due to unknown information. All material costs for this will be subject to additional costs.

SCOPE: SUPPLY AND INSTALLATION OF FILTER MEDIA

- CCG will supply and install 300mm of 0.45-0.55 Sand UC 1.50
- CCG will install sand through slurry induction method. CCG will meet and exceed AWWA B100-16 standards for installation of filter media, including skimming and backwashing of fines.
- CCG will supply and install 457mm of 0.85-0.95 Anthracite UC 1.50.
- CCG will install anthracite through slurry induction method. CCG will meet and exceed AWWA B100-16 standards for installation of filter media, including skimming and backwashing of fines.
- CCG will disinfect all filter media as per AWWA C653-13. Owner will be responsible with sampling for BAC-Ts. Owner will also be responsible for any de-chlorination of chlorinated water from disinfection process.

PRICING

TOTAL COST FOR THE ABOVE SCOPE IS

\$410,280.00

HST IS EXTRA ON ALL PRICING



The Roberts Filter Group
Serving the Water Community

TECHNOLOGIES



ENVIRONMENTAL



PUERTO RICO



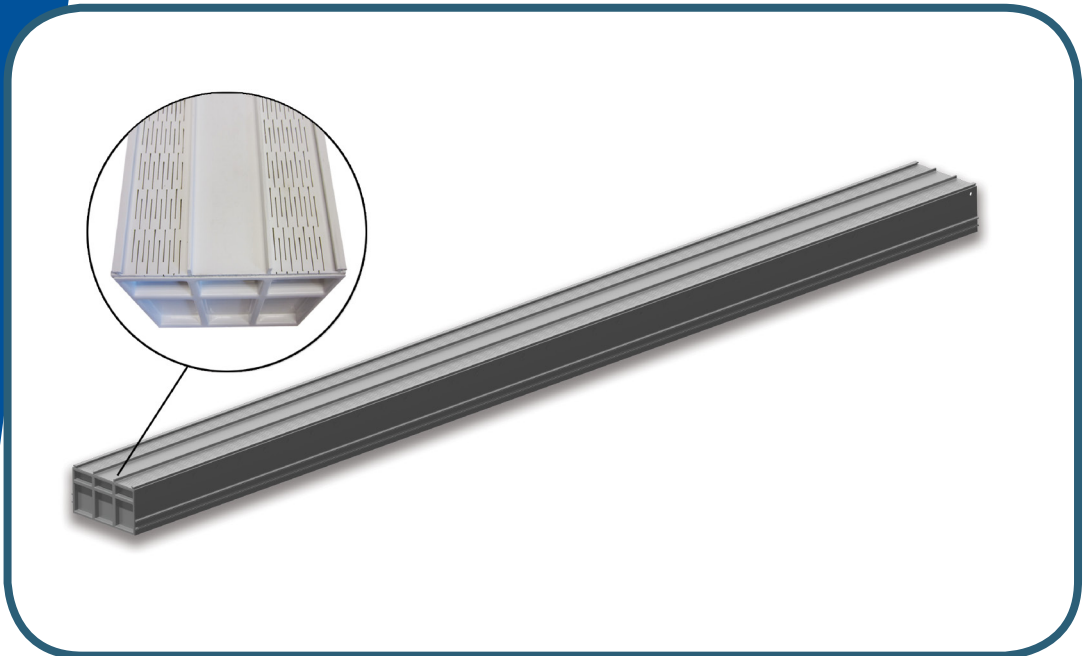
LEOTECH



SERVICES



INTERNATIONAL



Infinity[®]

Continuous Lateral Underdrain
extruded underdrain for gravity and package filtration

TECHNOLOGIES



Infinity[®]

Continuous Lateral Underdrain

The Infinity[®] Underdrain System is a high performance and cost-effective solution for new and existing filters. It's rugged, extruded PVC construction and low profile, joint-less design gives excellent durability and performance. The versatile Infinity[®] is available in gravel-less slotted, air/water, and low headloss versions; allowing it to be the perfect fit for many different water treatment applications.



Quick and Cost-Effective Installation

- Each lateral required for your underdrain is shipped to your jobsite completely assembled. Field professionals report a 50% reduction in installation time over site-assembled lateral underdrains.
- The Infinity[®] underdrain possesses the lowest physical profile of any dual lateral underdrain.
- The Infinity[®] underdrain can be installed with joint-less laterals up to 38' (11.6m) in length without compromising distribution or headloss performance.



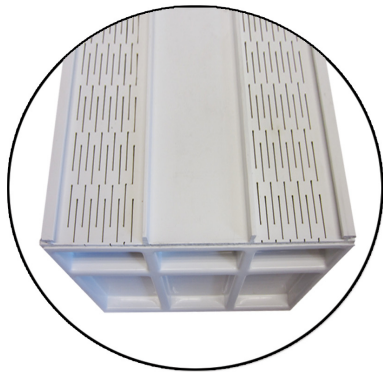
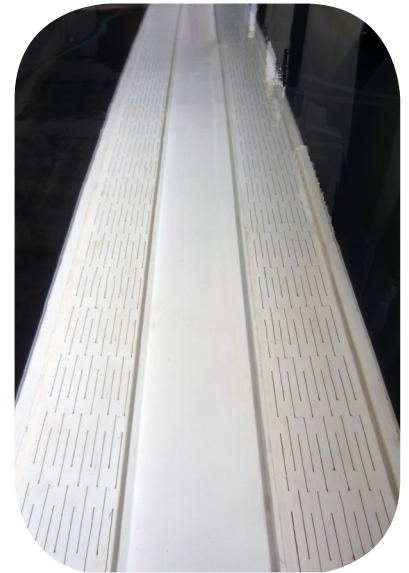
The Infinity® Has Multiple Options for Maximum System Flexibility

Infinity® AW Provides Maximum Air/Water Efficiency During Backwash

The Infinity® air/water eliminates the shortcomings of other air/water systems which sacrifice performance by attempting to accommodate air and water in a common chamber. A dedicated central air chamber distributes air down the entire length of each lateral. Control orifices assure proper air distribution across the entire filter underdrain.

Infinity® LS: Laser Slotted Design Eliminates Support Gravel

- The Infinity® LS laser slotted design eliminates support gravel, maximizing freeboard
- Precision laser manufacturing allows Roberts to maintain quality control and tight tolerances, ensuring proper media retention for every application
- Custom laser manufacturing allows Roberts to vary the Infinity® LS slot size, making it customizable for various water and waste water treatment needs.



Reduce Costs With the Low Headloss Infinity® LH

The low headloss Infinity® LH underdrain significantly reduces headloss through the underdrain; making it ideal for greenleaf filters and pump energy savings. Roberts' Infinity® LH design has as little as 6" (15 cm) of headloss over a 38' (11.6 m) lateral while still maintaining better than +/-2.5% maldistribution of water.

Dimensions of the Infinity®

Width	Height	Length	Weight/ft
11.0 Inches, 27.9 Centimeters	6.0 Inches, 15.2 Centimeters	As required for each application (Maximum= 38ft, 11.6m)	7lbs/foot, 10.4 kg/m

Structural Capacity

- 1900 lb/ft² minimum evenly distributed load with sides unsupported
- 7000 lb/ft² minimum evenly distributed load with sides and bottom supported
- 125 psi burst strength with sides, ends, and bottom supported

Infinity® is Solidly Engineered

- Eliminates potential failure points with joint-less construction.
- High burst and compressive strength
- Laser slotted design eliminates support gravel, support caps, and is completely screw-free.



Ideal for Desalination Applications

The entire Infinity® underdrain System is manufactured from corrosion resistant materials which are 100% compatible with seawater in desalination applications.

Low headloss and air/water options are available to minimize energy requirements or to enhance filter backwash efficiency.

Represented By:

Covered by one or more of U.S. Patent Nos. 6,325,931; 6,569,327; 6,740,237; 6,989,096; and 7,288,193

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TECHNOLOGIES



ENVIRONMENTAL



PUERTO RICO



LEOTECH



SERVICES



INTERNATIONAL



The Roberts Filter Group
Serving the Water Community

214 N. Jackson Street • Media, PA 19063 • USA
Phone +1 610-583-3131 • Fax +1 610-583-0117
www.robertsfilter.com



180 Waterworks Road, Coatesville, PA, 19320, USA
p 610.583.3131 • f 610.583.0117 • info@robertsfilter.com
www.robertsfilter.com

Aries® Managed Air System

The use of air/water backwash in filter systems has proven to be a far superior cleaning method to traditional water-only or water/surface wash methods, but the modification needed for it usually meant replacing underdrains. The costly and time-intensive work required for this conversion often prevents owners and municipalities from upgrading their systems.

Roberts innovative design solves that problem.

The Aries® Managed Air System was launched two decades ago to provide operators with a simple and cost-effective way to add air wash without requiring replacement of filter hardware.

Easy Installation

Unique installation method easily integrates with old filters. The Aries® Managed Air System can be installed and removed without replacing the filter media, and it is adaptable to any filter design with any media profile without the need for replacing the underdrain of the filter media.

Trustworthy

One of Roberts' most popular products, tested and proven in hundreds of applications.



Water-Saving

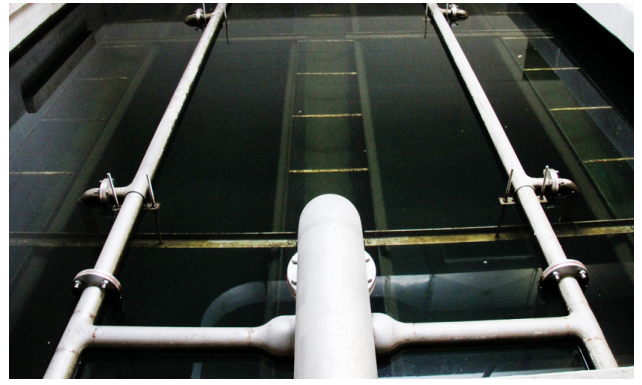
Saves up to 70 percent of water regularly used in backwash. The Aries® Managed Air System provides "bottom to top" cleaning action which passive air systems do not. The location of the Aries® Managed Air System is at the gravel/media interface allowing the introduction of air directly into the bottom of the filter media.

Cost-Saving

Low-cost solution to dramatically improving an old system.

Energy-Saving

Aries® is twice as efficient as air/water underdrains.



Roberts Filter Group

The Roberts Filter Group is the largest family-owned water filtration company in the U.S. with more than 4,400 installations across six continents. It is a fifth-generation operation that began with one of the world's first patented water filters and has continued to develop pioneering, high-quality filtration products ever since. Today, Roberts continues to work with some of the smartest companies and engineers on the planet to answer the industry's demand for customized, flexible solutions and efficient operations.

Contact

For any inquiries, questions or commendations, please call our office or fill out the 'contact us' form on our website.



info@robertsfilter.com

Tel: +1-610-583-3131

www.robertsfilter.com



Roberts Filter Group
Innovations for Generations

CEI

ANTHRACITE

A Subsidiary of CEI-Carbon Enterprises, Inc.

5 YEARS EXPERIENCE

CEI purchased existing plant in 2006, at which point our plant was given an immediate upgrade in an effort to assure our customer the highest quality product available. Our management team consists of over 60 years combined experience in the anthracite and filter media production. Our quality control program is second to none with computerized particle analysis we can ensure repeatability on ES and UC. We offer all UC's including <1.3, as well as a wide range of ES's. In addition we provide a dry product so you are purchasing filter material not water, which also lends itself to saving on shipping. Our staff will reply and address your concerns immediately. Fell free to call with any questions.

WORLD HEADQUARTERS

CEI
28205 Scippo Creek Road
P.O. Box 740
Circleville, Ohio 43113
Phone: 1-800-344-5770
Fax: 888-204-9656
www.ceifiltration.com

In-House Freight Services
888-808-4984

Plant Location
603 S. Church Street
Hazelton, PA 18201
Phone: 570-459-7005
Fax: 570-459-7012
www.ceianthracite.com



“ONE COMPANY FOR ALL YOUR FILTER MEDIA”

CEI submittal Information

CEI – Carbon Enterprises, CEI Anthracite, All CEI manufacturers following AWWA B-100 Standards of manufacturing, sampling, and testing. These standards are for municipal and wastewater filter media. CEI has a copy of these standards. All our products are NSF Standard 61 certified.

All laboratories utilized to test filter media must be approved by CEI. Laboratories must have a history of testing filter media. The lab must know and understand the testing methods and procedures detailed in the AWWA B-100 Standard.

Inside this submittal, CEI will be providing the most up to date information on the products the end customer will be utilizing in their filter.

We appreciate this opportunity and are always available at 800-344-5770. Our website is www.CEIfiltration.com.

WORLD HEADQUARTERS

CEI

28205 Scippo Creek Road

P.O. Box 787

Circleville, Ohio 43113

Phone: 1-800-344-5770

Fax: 1-888-204-9656

www.ceifiltration.com

In-House Freight Services

888-808-4984

CEI ANTHRACITE

Plant Location

603 S. Church Street

Hazleton, PA 18201

Phone: 570-459-7005

Fax: 570-459-7012

www.ceianthracite.com

CEI ANTHRACITE

Our Quality Assurance

We are a leading supplier of quality anthracite for filter beds in the water filtration industry. Our material is required to adhere to the strict standards of the water industry, therefore, our state-of-the-art production facility capabilities far exceed your supply requirements.

Anthracite Processing

Fast, Efficient, Accurate, Providing timely deliveries

*** State-of-the-art sizing plant to guarantee your specifications**

ensuring complete production control and accurate processing.

Our high capacity plant enables CEI to meet your delivery needs.

*** Automated sieve analyzer**

assures consistent product quality permitting precise control of both the raw material and finished product. Computerized testing can be completed within minutes of sample collection, providing our production staff with quick and accurate information.

CEI Anthracite utilizes additional equipment to ensure oversize protection such as totally closed processing equipment as well as preload screening. What this means to our customers is that all material must pass 5 screen protection points before it arrives at its destination. Full time quality control staff assures the customer of high quality products as well as technical assistance based on 50 years in anthracite production. Our plant is capable of providing you with any variation of sizing, and quality.

In addition our large warehouse allows us to retain 800 to 1000 tons of inventory at all times. We have the capability of dramatically increasing production with short notice, which enables us to meet your need and ensure on time deliveries. We meet and exceed AWWA-B100- standards.

Material is sourced in eastern Pennsylvania where anthracite is produced. All of our anthracite is tested once it comes in.



PRODUCT INFORMATION

SILICA FILTER SAND PLANT: THOMPSON, OH

R.W. Sidley's operates a state of the art processing plant that produces the highest quality products virtually free of deleterious materials. Our processed silica sand is from our Thompson mine part of the Sharon conglomerate formation. All Silica Filter Sands are washed, dried and screened at the Thompson plant and meet AWWA B-100 standards for granular filter media and NSF-61 requirements for drinking water components.

Tighter U.C. sizes of 1.3-1.4 available upon request.

Available packaging: 50 lb. bags, 3,000 lb. super sacks, 4,000 lb. super sacks and bulk quantities.

LABORATORY SIEVE ANALYSIS									
Product	.05mm-.15mm	.15mm-.25mm	.35mm-.45mm	.45mm-.55mm	.55mm-.65mm	.4mm-1.0mm	.8mm-1.2mm	2.0mm-3.0mm	3/16X10
U.S. SIEVE Mesh Size	Cumulative % Passing								
1/4								100	100
4								100	100
6								75	70
8							100	15	10
10							100	2	2
12							95	0	0
14							70	0	0
16				100	100	100	40		
18				100		90	15		
20			100	100	85	45	5		
25				75	25	10	0		
30		100	100	50	5	5	0		
35		100	70	15	1	1	0		
40		100	25	5	0	0	0		
50	95	55	1	1	0	0			
70	80	15	0	0	0	0			
100	25	2	0						
140	10	1							
200	5								
270	1								
Pan	0	0	0	0	0	0	0	0	0
E.S.	0.11	0.20	0.38	0.46	0.63	0.72	0.94	2.26	2.35
U.C.	≤2.0	≤1.7	≤1.5	≤1.5	≤1.5	≤1.5	≤1.5	≤1.5	≤1.5

CHEMICAL ANALYSIS	
Tests	Results/Units
SiO ₂	99.3%
Fe ₂ O ₃	0.38%
Al ₂ O ₃	0.21%
K ₂ O	0.054%
TiO ₂	0.025%
Na ₂ O	0.005%
Total Mg	0.004%
Total Ca	0.003%
Ni	<0.001%
Mn	0.001%
Cr ₂ O ₃	<0.001%

PHYSICAL ANALYSIS	
Silica	
Percent Loss, Acid Solubility (ASTM D3042)	0.4%
Moh's Hardness	7
Loss on Ignition	0.14%
pH	6.4
Specific Gravity	2.63-2.65
Absorption	0.31%

Testing: Results are typical for the product.
 Laboratory Sieve Analysis: Testing was conducted at R.W. Sidley, Inc., Thompson, OH
 Tests performed in accordance with ASTM D-75, ASTM C-136, and AASHTO T-176
 Chemical Analysis: Testing conducted by NSL Analytical, Cleveland, OH
 Physical Analysis: Testing conducted by NSL Analytical, Cleveland, OH

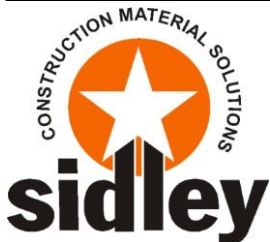
Revised: 03.02.15

SIEVE ANALYSIS ACCUMULATION

DATE: April 11, 2023

PRODUCT ██████████
CODE ██████████ **ACC'T #** 11797 **SHIPMENT**
BULK **P. O. #** 1031ARC **INVENTORY**
SUPERSACK **LOT #** 1 **SINGLE TEST**
50 # BAG **LOT SIZE** 36 tons **TICKET#**
SAMPLE >10lbs **DATE** 4/11/2023

SIEVE	GM.WEIGHT	%RET.	CUM%RET.	CUM%PASS	SPEC.	E.S.	U.C	A.F.S.
16	0.0	0.0%	0.0%	100.0%		0.504	1.346	23.44
18	0.0	0.0%	0.0%	100.0%		Max	Max	F.M.
20	5.0	3.7%	3.7%	96.3%		0.550	1.500	#VALUE!
25	36.1	26.9%	30.6%	69.4%		Min		
30	44.0	32.8%	63.5%	36.5%		0.450		
35	37.1	27.7%	91.1%	8.9%				
40	9.9	7.4%	98.5%	1.5%				
50	1.6	1.2%	99.7%	0.3%				
60	0.2	0.1%	99.9%	0.1%		D90	0.817	
70	0.0	0.0%	99.9%	0.1%		D85	0.791	
Pan	0.2	0.1%	100.0%	0.0%		D80	0.765	
						D75	0.739	
						D70	0.713	
						D65	0.695	
						D60	0.679	
						D55	0.662	
						D50	0.645	
						D45	0.628	
						D40	0.612	
						D35	0.594	
						D30	0.576	
						D25	0.558	
						D20	0.540	
						D15	0.522	
						D10	0.504	
						D5	0.461	
	134.1							



CUSTOMER: CCG
NO. OF TONS: 36
NO. OF TESTS: 1 of 2
EFFECTIVE SIZE (E.S.): 0.504
UNIFORMITY COEFFICIENT (U.C.): 1.346
SAND SIZE: .45-.55

Quality Control Lab

Prepared By: Jeff

Single / sole Source Justification

Attach this completed form to requisitions when competitive bids are not solicited.

Requested Single/Sole Source Supplier:

Company Name: Continental Carbon Group

Contact Name: Michael Massis

Address: 1100 South Service Rd, Suite 321

City: Stoney Creek Prov: ON Postal Code: L8E 0C5

Phone Number: 905-643-7615 E-mail: Mike Massis <mmassis@continental-carbon.com>

<input type="checkbox"/> Sole Source	<input checked="" type="checkbox"/> X Single Source	<input type="checkbox"/> No Substitute
(No other known source or the only source meeting specification requirements)	(Only the designated Supplier is acceptable, others may exist)	(Specified item is required due to uniqueness, research continuity, etc.)

Description of Product or Service:

Rehabilitation of Filter #3 at the Haileybury Water Treatment Plant.

Estimated Cost: \$

\$ 410,280.00

Complete the following checklist:

A specific contractor is the only source of the required item because (check all that apply):

The required items are **proprietary to the Contractor**

A specific item is needed:

To be compatible or interchangeable with existing hardware;

As spare or replacement hardware;

For the repair or modification of existing hardware, or

For technical evaluation or test.

X There is a **substantial technical risk** in contracting with any other contractor (e.g. only one contractor has been successful to date in implementing a difficult manufacturing process.)

X For support services effort, there is no reasonable expectation that a meaningful cost or other improvement could be realized over the incumbent contractor's performance (e.g. the chances of another firm winning a competition are clearly remote).

Explain why the recommended company is the only company that can meet the requirement. Address the following: Are there any other companies who can do this job? What condition exists so that the recommended company has a significant advantage over any other company who can do this job?

It is important to sufficiently address the key reason for awarding an order without soliciting competitive bids. The rationale must be clear and convincing, avoiding generalities and unsupported conclusions.

Continental Carbon Group Inc. was the only submission related to the request for proposal released for the rehabilitation of Filter #1 in 2022. The chances of another company winning a competition to provide the identical product are clearly remote.

Having all three filters constructed the same is of high importance as this will result in the most efficient and economical means of operation for providing proper water filtration through the treatment process.

In addition, after completing the rehabilitation of the first 2 identical filters, Continental Carbon Group Inc. have already identified any unknowns thus being able to provide the most accurate and economical proposal.

Requested by: Steve Burnett

Department Head

Reviewed by: Amy Vickery

City Manager

Subject: Dymond Industrial Phase 1 Road Rehab– Tender Award

Report No.: PW-017-2024

Agenda Date: June 4, 2024

Attachments

- Appendix 01:** RFT Results
- Appendix 02:** Proposed Phase 1 Work
- Appendix 03:** Draft Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-017-2024; and
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with Miller Paving Limited for the Dymond Industrial Phase 1 Road Rehab in the amount of \$700,730, plus applicable taxes, for consideration at the June 18, 2024, Regular Council meeting.

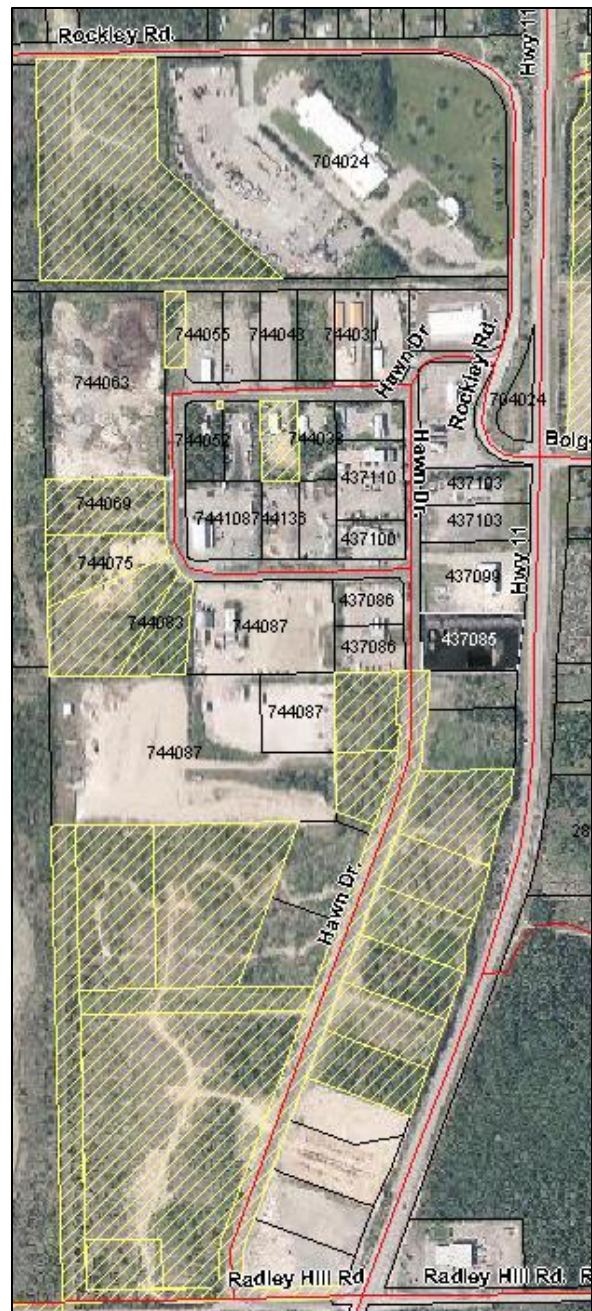
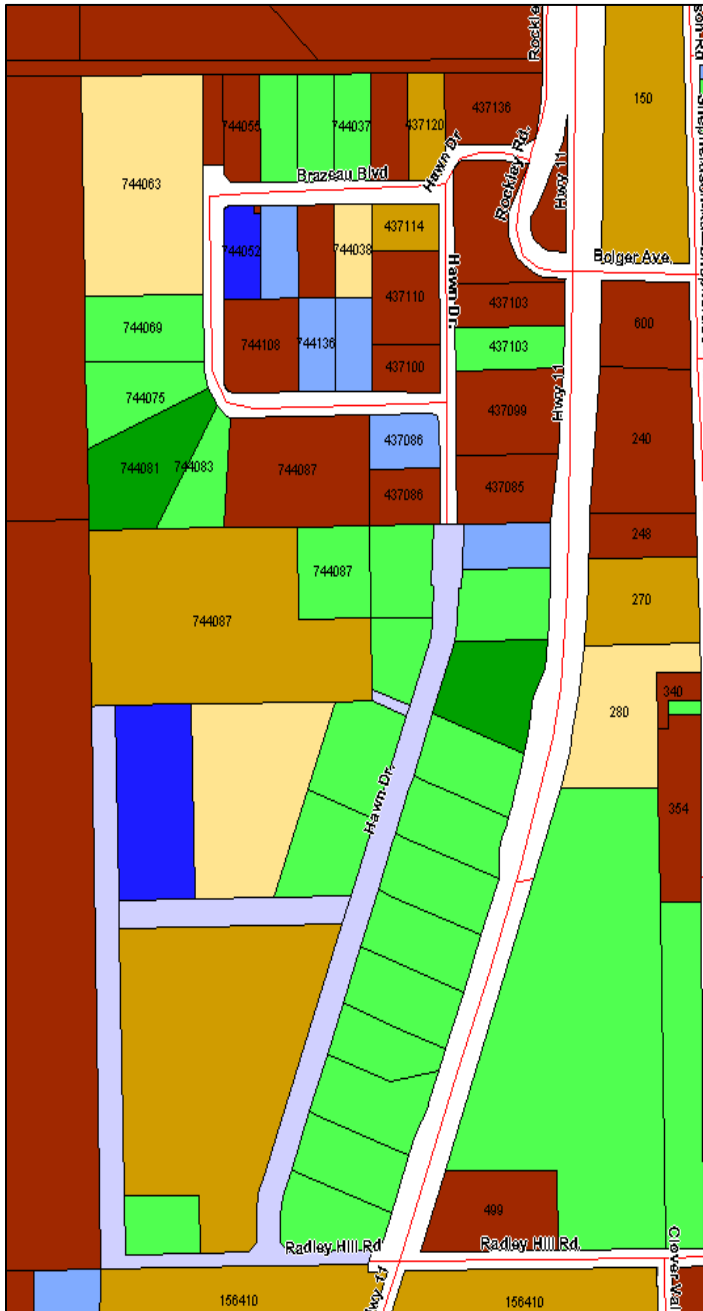
Background

During the 2024 budget deliberations, Council considered and approved a phased approach to the completion of the Dymond Industrial Park.

This project begins work towards a functional industrial road surface that meets the needs of current heavy industrial businesses / taxpayers and future ones. The current gravel system is capable of handling road users however the structure presents a never-ending maintenance concern with Public Works. A quick review of maintenance activity is shown below:

Maintenance Activity	Estimated Cost and / or Amount
Liquid Calcium, Flake Calcium	Minimum 4 times per year – Approx. \$15,000
Grading	Once per week
Washouts	Often after heavy rain, 3 or 4 a summer
Culvert Maintenance	Every Spring.
Snow Ditching	Once in Spring for few days - \$ 5,000 Will likely continue in certain areas

A quick review of assessment indicated that Phase 1 commercial lots total approximately \$96,878.9 of tax revenue per year. Highlighted Yellow lots are City owned that do not generate any tax revenue (*Not up to date).



The Request for Tender document was released May 15th with the hope of securing a knowledgeable contractor to present prices forthcoming. The tender closed May 29th at 2pm.

Analysis

One (1) submission was received in response to the Request for Tender prior to the closing date.

Miller Paving Limited supplied a bid for the requested scope, and the subtotal price, not including provisional items, was under budget. The Tender was analysed for errors and/or omissions and was found to be correct and complete. The acquisition process was in keeping with the City's Procurement Policy (By-Law 2017-015).

Miller Paving Limited has successfully completed many projects for Temiskaming Shores and throughout Northern Ontario and has demonstrated the ability to complete this work as intended.

It is recommended that the City proceed with Miller Paving to perform the required road services.

Relevant Policy / Legislation / City By-Law

- 2024 Public Works Capital Budget
- By-Law No. 2017-015, Procurement Policy

Consultation / Communication

- Consultation with City Manager.
- Consultation with Public Works Staff.

Financial / Staffing Implications

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

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

Phase 1 construction will be supported by Federal Gas Tax and Economic Development Reserve. No taxpayers will pay for this construction.

In the past, Funders provided a lot of dollars to extend the water and sewer in 2010 and 2011, which was the initial extension of this park. The proposed Asphalt Structure should last around 25-30 years.

Public Works staff will review ditches and culverts in the late Spring to tackle any maintenance issues prior to construction work.

Climate Considerations

Climate Lens has been complete. Based on the results there are no expectations for increased GHG emissions, increased temperature, or increased precipitation based on this contract. The method of construction is in line with current scope of paving operations and no planned changes exist currently. Reduction in maintenance should reduce overall GHG.

Alternatives

Alternative to do nothing and continue as-is, was not recommended.

Submission

Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

Mitch McCrank, CET
Manager of Transportation Services

Amy Vickery, CMO
City Manager

Document Title: **PW-RFT-007-2024 "Dymond Industrial Road Rehab - Phase 1"**

Closing Date: **Wednesday, May 29, 2024**


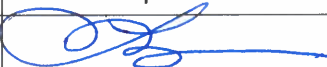
Closing Time: **2:00 p.m.**

Department: **Public Works**

Opening Time: **2:30 p.m.**

Attendees via teleconference: **Microsoft Teams**

City of Temiskaming Shores:

Kelly Conlin <i>Deputy</i> Clerk 	Logan Belanger Municipal Clerk 	Mitch McCrank Manager of Transportation	
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Others (teleconference):

<i>Jessica Caldwell</i> <i>Millers</i>		
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Submission Pricing

Bidder: *Miller Paving Limited.*

Description	Amount (Excluding Tax)
Phase 1 – Excluding Provisional and excluding HST	\$ <i>700,730.00</i>
Phase 1 – Including Provisional and excluding HST	\$ <i>734,530.00</i>

Bidder:

Description	Amount (Excluding Tax)
Phase 1 – Excluding Provisional and excluding HST	\$
Phase 1 – Including Provisional and excluding HST	\$

Bidder:

Description	Amount (Excluding Tax)
Phase 1 – Excluding Provisional and excluding HST	\$
Phase 1 – Including Provisional and excluding HST	\$

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

Dymond Industrial Phase 1

PHASE 1 – Hawn from Mik Mak to Rockley Road - \$107,527.60

Work includes, but not limited to:

1. Review existing infrastructure and perform maintenance repairs in advance of paving work.
2. Replace 1 Water Valve
3. Grading Drawing
4. Granular fine grading,
5. Applying two lifts of Hot Mix Asphalt Roadway
6. Applying Hot Mix Asphalt Entrances and Intersections
7. Rip Rap Ditches (fore slope and backslope), especially entrance culvert ends.
8. Adjustment of manholes to final grade.
9. Extra wide asphalt on Curves
10. Extra wide radii on all intersections
11. Paving to property line of existing businesses. Coordinate with businesses.
12. Quality Control

Approved 2024 Capital Allocation	\$ 710,000.00
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Estimated cost for above noted work (Subtotal)*	\$ 700,730.00
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Estimated Quantities

The Corporation of the City of Temiskaming Shores

By-law No. 2024-000

Being a by-law to enter into an agreement with Miller Paving Limited for the Dymond Industrial Road Rehabilitation – Phase 1

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

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

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

Whereas Council considered Administrative Report No. PW-017-2024 at the June 4, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into an agreement with Miller Paving Limited for the Dymond Industrial Road Rehabilitation – Phase 1 project, in the amount of \$700,730, plus applicable taxes, for consideration at the June 18, 2024 Regular meeting 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 Council authorizes the entering into an agreement with Miller Paving Limited for the Dymond Industrial Road Rehabilitation – Phase 1 project, in the amount of \$700,730 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 18th day of June, 2024.

Mayor

Clerk

DRAFT



Schedule “A” to

By-law 2024-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

Miller Paving Limited

Dymond Industrial Road Rehabilitation – Phase 1 Project

This agreement made this 18th day of June 2024.

Between:

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

and

Miller Paving Limited
(hereinafter called "the Contractor")

Witnesseth:

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

Article I:

The Contractor will:

- a) Provide all material and perform all work described in the Contract Documents entitled:

**The Corporation of the City of Temiskaming Shores
Dymond Industrial Road Rehabilitation – Phase 1 project
Tender No. PW-RFT-007-2024**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto as Appendix 01.
- c) Complete, as certified by the Manager of Transportation Services, all the work by **November 29, 2024**.

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid in the amount of **seven-hundred thousand, seven-hundred and thirty dollars and zero cents (\$700,730.00)**, plus applicable taxes, subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

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

The Contractor:

Miller Paving Limited
P.O. Box 248
New Liskeard, ON
P0J 1P0

The Owner:

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

The Manager of Transportation Services:

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

Remainder of this page left blank intentionally

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

Signed and Sealed in
the presence of)

Miller Paving Limited

Britt Herd – Senior Manager, Estimating and Contracts

Municipal Seal)

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

Mayor – Jeff Laferriere

Clerk – Logan Belanger



Appendix 01 to

Schedule "A" to

By-law No. 2024-000

Form of Agreement

**City of Temiskaming Shores
PW-RFT-007-2024
Dymond Industrial Road Rehab - Phase 1**

Form of Tender

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

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

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

Schedule of Items & Prices

ITEM	SPEC	DESCRIPTION	Unit	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
Phase 1		Hawn Drive – Rockley Road to Mik Mak				
1	310	Hot Mix (100mm)	tonne	980	\$285.00	\$279,300.00
2	308	Tack Coat	m ²	4,000	\$1.75	\$7,000.00
3	1010	Granular "A" – 100mm	Tonne	880	\$38.00	\$33,440.00
4	314	Granular "A" – Shouldering	Tonne	220	\$42.00	\$9,240.00
5	301	Scarify, Regrade, Fine Grade	m ²	4,000	\$3.00	\$12,000.00
6	310	Entrances / Driveways	m ²	3,000	\$95.00	\$285,000.00
7	511	Rip Rap Ditches (Bottom and Backslope)	m ²	450	\$75.00	\$33,750.00
8	408	Structure Adjustments	ea.	10	\$1,100.00	\$11,000.0
9		Quality Control/Assurance	LS	1	\$30,000	\$30,000
*Based on estimated quantities					Phase 1 SUBTOTAL	\$700,730.00

PROVISIONAL ITEMS						
10	305	Granular Sealing	m ²	2,000	\$15.00	\$30,000.00
11	408	Valve Adjustments	ea.	4	\$950.00	\$3,800.00
*Based on estimated quantities				Provisional SUBTOTAL		\$33,800.00

Summary Table

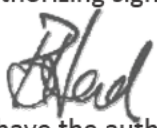

Bid Form	Amount
Phase 1 – Excluding Provisional and excluding HST	\$ 700,730.00
Phase 1 – Including Provisional and excluding HST	\$734,530.00

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

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

I/We will deliver the required services before November 29th, 2024.

The specifications have been read over and agreed to this 27th day of May 2024

Company Name Miller Paving Limited	Contact name (please print) Britt Herd
Mailing Address 704024 Rockley Road PO Box 248 New Liskeard, ON	Title Britt Herd Senior Manager, Estimating & Contracts
Postal Code P0J 1P0	Authorizing signature  "I have the authority to bind the company/corporation/partnership."
Telephone 	Email britt.herd@millergroup.ca

Acknowledgement of Addenda

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

Form 1 to be submitted.

**City of Temiskaming Shores
PW-RFT-007-2024
Dymond Industrial Road Rehab - Phase 1**

Non-Collusion Affidavit

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

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

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

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

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

Dated at: New Liskeard this 27th day of May, 2024.

Signed:  _____

Title: Senior Manager, Estimating & Contracts

Company Name: Miller Paving Limited

Form 2 to be submitted.

**City of Temiskaming Shores
PW-RFT-007-2024
Dymond Industrial Road Rehab - Phase 1**

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

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

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

Name: Britt Herd Company Name: Miller Paving Limited

Phone Number: [REDACTED] Email: britt.herd@millergroup.ca

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

OR

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

Form 4 to be submitted.

**City of Temiskaming Shores
PW-RFT-007-2024
Dymond Industrial Road Rehab - Phase 1**

List of Proposed Sub-Contractors

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

Name	Address	Component
Own Forces		

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

Dated at: New Liskeard this 27 th day of May, 2024.

Form 5 to be submitted

Memo

To: Mayor and Council
From: Mathew Bahm, Director of Recreation
Date: June 4, 2024
Subject: Federation of Canadian Municipalities - Municipal Fleet Electrification Grant

Mayor and Council:

The Federation of Canadian Municipalities' Green Municipal Fund is currently accepting applications for the [Municipal Fleet Electrification Study Grant](#). This grant provides funding to assess the feasibility of the transition to zero-emission vehicles (ZEVs) to significantly reduce GHG emissions. Funding is available for up to 80% of the total project costs, capped at a maximum of \$200,000.

The City of Temiskaming Shores has identified electrification of the fleet as an important tool in reducing GHG emissions from municipal operations. It is estimated that by electrifying the City's light-duty fleet the City could realize a yearly GHG emission reduction of 57 tCO₂e.

Additionally, completing this study would ensure the City is eligible for further funding from the Green Municipal Fund to partially or fully transition to electric vehicles, a step the City has targeted in the Greenhouse Gas Reduction Plan.

Preliminary investigations estimate that this project will cost up to \$60,000.

Staff are therefore recommending that Council approve a funding application to the Green Municipal Fund Municipal Fleet Electrification Study Grant in the amount of \$60,000.

Should the City be successful in receiving funding, this project would be completed entirely within 2025 and will need to be included in the 2025 capital budget.

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Mathew Bahm
Director of Recreation

Amy Vickery
City Manager

Memo

To: Mayor and Council
From: Mathew Bahm, Director of Recreation
Date: June 4, 2024
Subject: Active Transportation Plan Progress Update
Attachments ATP Progress Plan Update

Mayor and Council:

The City of Temiskaming Shores adopted By-Law 2021-180 being a By-Law to adopt an Active Transportation Plan at its regular meeting of Council on December 7, 2021.

The plan includes numerous recommendations, split up into the following categories: programming, network, and policy. Staff have put together a list of all recommendations from the plan, and have provided updates of progress on those recommendations from both May 2023 and May 2024.

Updates in red indicate the City is behind or at risk of falling behind the implementation of that recommendation. Updates in black and white indicate process is on track for implementation or, in the case of long-term recommendations, not started yet. Updates in green indicate the recommendation is either already completed or on track to be completed in the short term.

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Mathew Bahm
Director of Recreation

Amy Vickery
City Manager

Active Transportation Plan Recommendations

AT Plan Recommended Projects	Short Term Project Information	Medium / Long Term Project Information	City Progress (May 2023)	City Progress (May 2024)
Network				
GCR/DITR	Traffic calming measures on Golf Course Road to reduce vehicle speeds, multipurpose paved shoulders of Drive In Theatre Road		No traffic calming measures implemented. PW department determined that road width of GCR/DITR wasn't large enough to have paved shoulders	No change from 2023
St Michel School	Connection from Laurette		Recreation staff proposed this project for 2023 Capital budget but it was removed from final budget presented to council by other city staff.	This project was funded in the 2024 Capital Budget. A contractor has been hired to complete this work in July 2024.
Armstrong St	Temp Bridge project		Project was to be implemented in 2022 but issues with staff turnover caused it to be delayed. Not scheduled to be implemented in 2023	Project not scheduled to be implemented in 2024
Signed Routes	Purchase and install signage for signed routes		Signs have been purchased and will be installed in 2023	Signs are yet to be installed. Will coordinate with PW team to complete installations.
Whitewood Ave	Protected Bike Lanes		Staff are proposing to complete the engineering design for this recommendation in 2024, after the conclusion of the DT traffic study.	DT traffic study yet to be received and approved by council. Funds to design these protected bike lanes was not approved in 2024 budget.
Lakeshore Rd	Beach to Whitewood seperated bike lanes		No progress	No progress
King St/Rorke St	Convert roadway to single lane, pave shoulders, add bike lanes		Funding request to implement paved shoulders on King St was unsuccessful. PW to paint lanes on Rorke st Spring 2023.	No change in roadway design from prior to ATP.
Main St	Bike Lanes from Niven to waterfront		No progress	No progress
Ferguson Ave	Traffic Calming		No progress	DT traffic study still to be received by council. This study also recommends traffic calming at this location.
Crossing Enhancement (Main St x2)	Add stop signs and pavement markings		No progress	DT traffic study still to be received by council. This study also recommends these changes to this intersection.
Crossing Enhancement (Rorke)	Closing channelized intersection and normalizing it as a standard 4 legged stop controlled intersection		No progress	DT traffic study still to be received by council. This study also recommends these changes to this intersection.
Crossing Enhancement (Browning/Ferguson St)	Add stop signs and pavement markings, install curb extensions / bump outs		No progress	DT traffic study still to be received by council. This study also recommends these changes to this intersection.

Active Transportation Plan Recommendations

AT Plan Recommended Projects	Short Term Project Information	Medium / Long Term Project Information	City Progress (May 2023)	City Progress (May 2024)
Crossing Enhancement (Armstrong/Elm)	Add bollards to provide a designated space for cyclists approaching the intersection as per Wabi bridge appendix		No progress	No progress
Crossing Enhancement (DITR/Grant)	Add stop signs and pavement markings		No progress	No progress
Crossing Enhancement (Hwy11/DITR)		Ensure active transportation consideration in future reconstruction of the road for improved safety for all users	City and MTO met recently and the City was informed this section of Hwy 11 is going to be designed in 2024-2025. Unsure what input the City can have.	No progress
Crossing Enhancement (Lakeshore/Farah)		Monitor for future traffic control	Intersection is too close to traffic light at Whitewood/Paget for signalized changes at this time.	No progress
Crossing Enhancement (RadleyHill/Lakeshore)		Traffic and crossing enhancements	No progress	No progress
Crossing Enhancement (Stato/Hessle)		Monitor current raised crosswalk at the school and complete detail design study in this intersection	New raised cross walk has been monitored by PW department. No other progress	No other progress on this crossing enhancement at this time. City to move the STATO trail from the north side of Hessle St to the South side and install bollards at intersections along Hessle.
Paved Shoulders Hwy 65w to Pete's Dam		Pave shoulders of Hwy 65w from Whitewood to Pete's Dam	No progress	No progress
Paved Shoulders Shepherdson/Radley's Hill Rd		Paved shoulders on Shepherdson and Radley's Hill Rd	Recreation staff proposed to implement paved shoulders on Shepherdson Rd for 2023 Capital budget but it was removed from final budget presented to council by other city staff.	No progress. PW has indicated that this section of roadway is nearing refurbishment and paved shoulders would be considered at that time.
Wabi Pedestrian Bridge		Construct Wabi Pedestrian Bridge near Riverside Place	Archetctual design and preliminary geotechnical work is completed. Engineering work needs to be funded and completed.	No further progress
Albert St Seperated Bike Lane		Construct 3m multi use path on Albert St from Bruce St to Rorke St.	Pathway from Bruce St to Georgina St is slated to be constructed in 2024 as part of Albert St reconstruction project.	Pathway is completed
Carter St buffered multiuse path		Replace Carter St sidewalk with 3m wide multiuse path	No progress. Sidewalk is in average to above average condition.	No further progress
Lakeview Dr paved shoulders		Complete paved shoulders of Lakeview Dr and Silver Centre road from King St. to Bucke Park	No progress	No progress
Sidewalk Funding	Create an annual capital budget allocation to rectify the large sidewalk network deficiencies over time.		Recreation staff proposed to construct a sidewalk on View St for 2023 Capital budget but it was removed from final budget presented to council by other city staff. No other sidewalk projects have been completed.	PW has increased the yearly budget for sidewalk repairs.

Active Transportation Plan Recommendations

AT Plan Recommended Projects	Short Term Project Information	Medium / Long Term Project Information	City Progress (May 2023)	City Progress (May 2024)
Programming				
Phase 1 Foundations	Small scale programming, increases to active school travel, open street events, wayfinding, 0.25 FTE		City hired a FT student to provide AT programming for the summer of 2022. Funding for 0.25FTE student was requested for 2023 budget but removed before presentation to council. We are reallocating some of our Age Friendly programmer's time this summer to offer some AT programming	City utilized existing resources for programming in 2023. In 2024 a grant was received to hire a FT AT programmer. Timing of grant success meant that the start date was June 3, 2024
Phase 2 Basic Programming		Winter Wheels, e-bike loans, designated activity hubs. 0.25-0.4 FTE	No progress	No progress
Phase 3 Advanced Programming		Bike Repair program, bike valet at community events, Bike Rodeos and other more indepth programs. 0.5-1.0 FTE	No progress	No progress
Policy Considerations				
Rural Road Paved Shoulders	Rural roads slated for repaving/rehabilitation should include paved shoulders.		2022 roads program did not add any new paved shoulders where able to. 2023 Road program is still to be finalized.	2024 roads program does not include any improvements to AT infrastructure
Speed Limit Reductions	City should review speed limits within the City and work on limiting the speed differential between motorists and people. Lakeshore Rd is identified as the first area		No progress	City staff to create a Vision Zero policy in 2024 which would consider changes such as speed reductions.
AT in New Development		New development areas should be reviewed to identify opportunities to connect to the AT network.	Dir of Rec has had multiple discussions about how the city will approach new development in respect to AT. Dir of Rec was able to discuss AT options with a current developer to include better AT options within their new subdivision.	Director of Recreation continues to raise the issue of AT elements within new developments in Temiskaming Shores.
Winter Maintenance		Implement a 2-year winter maintenance pilot for a winter cycling network	No progress	No progress
Zoning By-law		Enhance cycling and AT infrastructure when new zoning by-law changes are proposed.	Staff are offered the chance to comment on all zoning amendments and a comprehensive review is expected to take place 2025-2026	Staff are offered the chance to comment on all zoning amendments and a comprehensive review is expected to take place 2025-2026
Data Collection	Implement a data monitoring program to inform decision making		Additional pedestrain counters have been purchased and installed. Total of 4 are available to the CoTS now. Counters are placed throughout the city to get broad analysis of usage. Data is compiled and provided to the public up to 4 times per year	City staff continue to utilize data counters to better understand usage and patterns within the City. Staff are currnetly working on expanding the number of pedestrian counters avaialble for use. Data continues to be posted on the City's website.

FIRE DEPARTMENT ACTIVITY REPORT
OFFICE OF THE FIRE CHIEF



June 4th, 2024

EMERGENCY RESPONSES

Total responses for the period April 25, 2024 – May 29, 2024

Total Emergency Responses (All Stations)	Estimated Dollar Loss	Estimated Dollar Saved
20	\$1,290,000	\$400,000

Station 1 - Incident Response Summary (9 Calls)

- Fire Call, 216 Carter Blvd.
- Fire Call, 143 Bruce Street – False Alarm – Alarm System Malfunction.
- Fire Call, 304 Rorke Avenue – False Alarm – Alarm System Malfunction.
- Fire Call, 660 Latchford Street – False Alarm – Accidental Activation.
- Fire Call, 345 Cecil Street - False Alarm – Alarm System Malfunction.
- Fire Call, 415 Main Street – Call Cancelled on Route.
- Assisting Other FD: Mutual Aid – Wildland Fire Colman Twp.
- CO Call, 321 Blackwall Street – False Alarm – Equipment Malfunction (no CO present).
- Other Response, Groom Drive – Smoke Investigation.

Activity Report – April 25, 2024 – May 29, 2024

Station 2 - Incident Response Summary (10 Calls)

- Fire Call, 280 Armstrong Street.
- Fire Call, 280 Armstong Street – False Alarm – Alarm System Malfunction.
- Fire Call, 247 Whitewood Avenue – False Alarm – Overheat (no fire, engine, or mechanical devices).
- Fire Call, 247 Whitewood Avenue – False Alarm – Accidental Activation.
- Fire Call, 40 Wellington Street – False Alarm – Alarm System Malfunction.
- Fire Call, 141 Dymond Avenue – False Alarm – Accidental Activation.
- Fire Call, 363 Agnes Avenue – Open Air Burning/Unauthorized Controlled Burning (no uncontrolled fire).
- Fire Call, 1468 Lakeshore Road - Open Air Burning/Unauthorized Controlled Burning (no uncontrolled fire).
- Fire Call, 22 Beach Blvd. – False Alarm – Human Perceived Emergency.
- Power Lines Down, Arcing, 22 Paget Street North.

Station 3 - Incident Response Summary (1 Call)

- Fire Call, 742334 Dawson Pt Road – Vehicle

Total responses this year to date,

Total Emergency Responses (All Stations)	Estimated Dollar Loss	Estimated Dollar Saved
56	\$4,245,000	\$1,350,000

Note, dollar loss three-year average - \$2,800,000.

Activity Report – April 25, 2024 – May 29, 2024

FIRE PREVENTION DIVISION

Fire safety inspections conducted for the period of April 25, 2024 – May 29, 2024, by reason included the following:

Request	Complaint	Routine	Licensing	Follow-up	Annual	Burning Permits	Total Inspections
7	5	10	1	2		46	71

Total Inspections year to date 2024 – **163**

Public Education/Events

- Fire Ban, May 24, 2024 - May 30, 2024.
- FD Staff attended Youth in Care Day hosted by NEOFACS.
- FD Staff attended bridge dedication ceremony in Elk Lake honouring fallen officer, Provincial Constable Vaughn McKay.
- Firefighters attended St Michel Open Hose, Equipment Demo.
- Firefighters attended Alzheimer's Association walkathon.
- Ecole St Michel, Station 3 tour, Fire Safety Presentation, Equipment Demo. 28 Students, 2 Adults.
- Ecole St Michel, Station 1 tour, Fire Safety Presentation, Equipment Demo. 27 Students, 2 Adults.
- Ecole St Croix, Station 1 tour, Fire Safety Presentation, Equipment Demo. 33 Students, 4 Adults.
- Elk Lake Public School, Station 1 tour, Fire Safety Presentation, Equipment Demo. 25 Students, 5 Adults.
- CJTT monthly morning chat, open air burning safety and fireworks safety.
- Fire safety information via social media, CJTT, and the Speaker.
- OPP and NEOFACS, Station 3 tour, Equipment Demo. 15 Children, 10 Adults. Part of OPP and NEOFACS training.

ONGOING INVESTIGATIONS/CHARGES

Nil

Activity Report – April 25, 2024 – May 29, 2024

TRAINING AND EDUCATION

- Station 1 – Apparatus and equipment checks, Forcible Entry, SP103 Forest Firefighting Training (Equipment back in service after Coleman call).
- Station 2 - Apparatus and equipment checks, Basic Pumper Operations.
- Station 3 - Apparatus and equipment checks, Structural Search and Rescue.
- All Stations PPE and Equipment Service after 280 Armstrong fire.
- Training provided to OCWA workers, Firefighter Personal Protective Equipment, SCBA.
- Training provided to 13 staff from Imagine Therapeutic, Portable Fire Extinguisher Introduction.
- Personnel from Station 1 participated with the TDSS Search and Rescue and Health Care classes in field exercise at Pike Lake in Hudson Twp. Training included, urban search and rescue, SP103 Forest Firefighting, operation of off-road unit, and drone operations.
- RTC, OPP held a recruitment session.

MAINTENANCE

- Regular maintenance.

NEW BUSINESS

- Off Road Unit update, trailer funding.

Economic Development Projects 2024

Sector	Project	Partners	Contact(s)	Details
Agriculture	Local Foods	NOFIA	emily potter	Assist Northeastern Ontario food producers to attend Foire Gourmande from August 17 to 19
Agriculture	Bridging the Gap	NOFIA	Leia Weaver	Bought together restaurants and food producers to assist in growing the amount of local foods utilized in local restaurants, institutions and commercial establishments. Included speed dating event to match producers and users
Agriculture	Municipal Ag Ec Dev & Planning Forum	OMAFRA / Renfrew County	Juilie Poirier Mensinga	As last year's host, staff attend monthly meetings to ensure that this year's host Renfrew County is prepared for the event in October.
Agriculture	Earlton Farm Show	EFS Committee	Melanie Koch	The event strives to educate the general public about the importance of agriculture to our region and hopes to encourage people to consider agriculture as a career. City has a booth and sponsors busses to enable local schools to attend
Agriculture / Small business	Building Ties / Tisser des Liens	MRC Temiscamingue, Timiskaming First Nation, ACFO, Chamber, UQAT	Kalyn Banks, ACFO	The building ties program will continue on with annual meetings to try to keep the momentum of the regional program moving forward to benefit the communities on both sides of the lake. This year's event was held at the new Timsikaming First Nation Community Centre on April 25th and attracted approximately 100 attendees which is our most yet. The topics were local food use and food soveriennty
Agriculture / Tourism	Feast ON the Farm	Destination Northern Ontario / NOFIA / CTA	Pat Forrest, DNO / Emily Potter NOFIA/Culinary Tourism Alliance	As our event was successful in 2023, we were asked by CTA to host again in 2024, however staff felt that it would not benefit us to host back to back events. This years event in the north will be hosted by Timmins
Commercial / Industrial	Dymond Industrial Park			45 Acres of land was sold in 2024 within the park. Already in 2025, we have sold another 6 acres. We are running seriously low on potential development lands and will need to discuss what lands we can purchase to allow for future developments.
Commercial / Industrial	Former Grant Forestry Products Property		Chris Fischer	Still in contact with Chris, who is working with partners in the film industry to pull together the resources to produce the pilot program. He still suggests that they will be working in the building in 2024.

Commercial / Industrial	BIA fill vacant property request	NL BIA	Tiffany White	The New Liskeard BIA is trying to figure out ways to encourage owners of vacant properties in downtown New Liskeard to fill their spaces. They believe that some property owners are not actively trying to rent their properties. In fact, some businesses have tried to rent spaces, but been denied or offered unreasonable rental rates. BIA would like the City to cancel vacant property rebate program and implement as fine for buildings that stay vacant for long periods.
Commercial / Industrial	Thordon Energy		Sandy Thomson	This project has been put on hold for a couple of years as the parent company purchased another building in Burlington for expansion purposes. It is still planned to move forward, but likely in 2026
Education	NCSA Welcome events	Northern College & NCSA	Jennifer Brazeau	The City holds a booth at the Sports & Supports event held the first week of school to assist new students to find services and activities in the community. We also provide items to put into the frosh week bags to welcome new students.
Education	Northern College Symposium May 14	Northern College	Jennifer Moorlag	We supported the event with a sponsorship. The program will allow City staff and other local businesses to join in the training programs to learn from the presenters
Education	College Boreal Strategic Planning	College Boreal	Marie Noelle Tremblay	Participated in the strategic planning process for College Boreal. Advised the college what services would benefit our community and how our organizations can work better together to support students in the community.
Forestry	Sector meetings		Jeff Barton	Annual meeting with forestry sector businesses to collect input and look at opportunities for growth
Forestry	Forestry Day tour	Interfor, Georgia Pacific, RTMI, FRMG	Jeff Barton	Working with Jeff and FRMG to put together a forestry day tour in 2024
Immigration / Workforce	Regional workforce marketing	FNETB, FONOM, other cities	Danny Whalen, Julie Joncas	Develop a regional marketing program to bring people to the north to fill vacant job positions using the resources of existing staff to attend career fairs in Southern Ontario. Will need to hire a coordinator
Immigration / Workforce	CCRL project	Chamber, One Light, STCFDC, THU, Keepers of the Circle	André Brock, Rammy Bining, Kim Peters, Shannon Guppy	We are providing training to employers to enable them to be better prepared to work with immigrant employees who come from backgrounds with different religious beliefs and holidays. 16 organizations received their certification during the sessions held in 2023. We are also offering monthly gatherings of the Interfaith Temiskaming Employee Resource Group. These sessions bring together employers and employees to openly discuss challenges in the workplace related to faith.
Immigration / Workforce	Francophone Settlement	ACFO	Kalyn Banks, ACFO	ACFO has applied to IRCC to become the formal settlement agency for Francophones in our region. The process will not be approved until the 2025 service year.

Immigration / Workforce	Rural and Northern Immigration Pilot (RNIP)	Timmins EDC	Bailey Campbell	Businesses in Temiskaming Shores can now hire immigrant staff members and use the RNIP program to enable those staff to become permanent residents. The formal pilot program ends this August, but another pilot will take its place until the permanent program is in place. We have applied to be part of the Timmins and North Bay groups for the next round of the program.
Immigration / Workforce	Magnetic North	Northern Policy Institute	Tammy Borgen Flood	Held a local discussion about next steps in the program and where resources would be best spent to attract and retain newcomers
Immigration / Workforce	Job fair	FNETB, Employment Options	Julie Joncas	In person job fair in partnership with FNETB and Employment Options to try to assist employers to fill current vacancies. September 25, 2024 Temiskaming Shores. Anticipate 50 companies to attend the training breakfast and fair.
Immigration / Workforce & Education	English as a Second Language Training	CSDGR / LCST	Susan Hughes, Ginette	Supporting local educational institutes to offer free ESL FSL Programming to newcomers. We are now working with the Literacy Council of South Temiskaming to offer these services to newcomers who need ESL support and CSDGR to offer FSL
Immigration / Workforce / Education	Immigration pathways	IRCC / ONIP	Shaloma Gauthier / Lara Dyer	Working with various agencies to find people willing to move directly to Temiskaming Shores to fill vacant positions. Connecting larger companies such as TIME and Wabi with immigrant workers looking to move to Canada
Liveable Community	Fireworks - Canada Day	Sponsors		Looking into other options for Canada Day celebration. Drone shows, Cake, etc. There has been interest from local citizens to run the fireworks program
Liveable Community	Fireworks - NYE	Sponsors		Need to confirm if Council still wishes to participate in this program
Liveable Community	Wabi River Bridge		Mat Bahm	Council has suggested that they do not wish to move forward with this project
Liveable Community	Strategic Planning	McSweeny & Associates	Ian Duff	Will be working with the steering committee to drive the process and ensure the community and stakeholders are engaged
Mining	NOMS at PDAC	FedNor 515041	Marla Tremblay, MineConnect	2024 event was very successful, 112 businesses and 27,000 attendees. 2025 application being prepared.
Mining	NOMS at CIM	FedNor 515030	Marla Tremblay, MineConnect	2024 event in Vancouver was successful with 26 businesses and 5,500 attendees. 2025 application is being prepared.
Mining	NOMS at MINExpo	FedNor	Marla Tremblay, MineConnect	This is the largest mining expo in the world and takes place every 4 years in Las Vegas. We have submitted an application to host a NOMS pavilion there as many businesses have asked for it. Awaiting response from FedNor

Mining	Northern Ontario Night	Sponsors	Marla Tremblay	2024 event saw several Provincial Ministers attend once again. 2025 event is booked and sponsorship discussions are underway. Approximately 1,000 attendees enjoyed live music, Northern Ontario foods and beverages and great networking
Mining / Innovation	Northern Ontario Regional Technology Development Site		Don Duval, NORCAT	Staff registered to attend the BEV event in Sudbury on May 29 & 30. NOMS sponsored the event to support businesses such as Electra Battery Materials who is speaking at the event, as well as a chance to find new NOMS clients. Will get further details about the OVIN program at the event.
Tourism	Familiarization (FAM) tours	Destination Ontario / NeONT	Claude Aumont / Trevor Beard	Held a snowmobile FAM in late February with a blogger to create a video to promote the region in 2025 snowmobile season. Had to trailer to Elk Lake to find open trails and a little snow, but get sufficient footage for the ad. Trying to line up a FAM tour for this summer to showcase some of our seasonal products
Tourism	Kayak rentals	Haileybury Beach Motel	Vimla Menzies	Worked with Vimla to support their application to the Tourism Growth Fund to enable them to purchase some kayaks and perhaps a peddle boat or two for rentals to get tourists out onto local lakes
Tourism	Lake Temiskaming Tour	LTT partners	Trevor Beard, NeONT	Northeastern Ontario Tourism has taken the lead on this program. Final Billboard on the Quebec side still needs to be installed.
Tourism	Northeastern Ontario Tourism		Trevor Beard, NeONT	NeONT is the official tourism Destination Marketing Organization for our region. We partner with them at least twice a year to host familiarization tours with tourism media to write stories on our area. EDO is a member of the board of directors for 2022-24
Tourism	Devils Rock & Pete's Dam Trails	FedNor	Candice Flannigan	Applying to the Tourism Growth Fund to enhance the trail systems to enable greater visitor usage and safety. Marketing to support new trail systems
Training	EDCO Conference	EDCO		This is the most valueable conference economic development staff attends on an annual basis. The program has several topics geared to smaller communities. There is a great trade show offering services and products that are only available at this event. Great networking opportunities with other EDOs
Training	EDCO Regional training	North Bay	Erin Richmond	This is a great opportunity to get some training in our own region. Northern members have been asking for years to have programs in the North
Training	Northern Tourism Summit	North Bay	Erin Richmond	This Summit moves across the region each year. This is the closest it has been in several years. Brings together tourism businesses and government staffers to discuss issues affecting the region

Memo

To: Mayor and Council
From: Logan Belanger, Municipal Clerk
Date: June 4, 2024
Subject: Amend Fees By-law No. 2012-039 – Death Registration
Attachments: N/A

Mayor and Council:

In accordance with the Vital Statistics Act, the clerk of every municipality is, by virtue of office, the division registrar of the registration division formed by the municipality.

When a death occurs, registration requires to two documents:

1. Medical Certificate of Death, a form that the attending doctor or a coroner completes. It outlines the cause of death; and
2. Statement of Death, a form that the funeral director and an informant (usually a family member) completes. It includes personal information about the deceased, such as family history, age at death and place of death.

Both forms are then forwarded to the Division Registrar of the municipality where the death occurred. Once both documents are received and recorded, they are forwarded to the Office of the Registrar General for registration with the Province of Ontario.

In most cases, Funeral Directors oversee the process of obtaining a burial permit. Funeral services, including cremation, cannot be performed until a burial permit is issued, including if the burial or other arrangements will take place outside the Province of Ontario.

If a death has occurred and it is impracticable to register it, by reason of distance, with the division registrar of the proper registration division, registration of the death may be made with the nearest division registrar (Section 37 Regulation 1094, *Vital Statistics Act*, R.S.O. 1990, c. V.4).

In February 2024, Buffam Leveille Funeral Home announced that they acquired both the former Perrin Funeral Home in New Liskeard and the McDonald Funeral Home in Englehart, expanding their services across the district. Main operations continue to occur from the office located in Temiskaming Shores, as such, they have requested to process burial permits for their operations through the City.

The increased volume of registrations has created an additional processing time for staff. The current Death Registration fee is \$10.00 (for deaths occurring outside of Temiskaming Shores), which has been determined to be low. Following a review of out-of-town registration fees from other municipalities, staff is recommending an increase to \$30.00 per death registration. The proposed fee increase has been discussed with Buffam Leveille Funeral Home, and they are agreeable to the increase. If approved, it is proposed to become effective July 1, 2024.

It is recommended that Council directs staff to prepare the necessary by law to amend Schedule A – Administration Corporate Services of By-law No. 2012-039, being a by-law to adopt Schedules of Departmental User fees and Service Charges for the City of Temiskaming Shores, to increase the Death Registration fee (for deaths occurring outside of Temiskaming Shores) to \$30.00, for Council consideration at the June 18, 2024 Regular Meeting.

Prepared by:

Reviewed by:

Reviewed and submitted for
Council’s consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

Logan Belanger
Municipal Clerk

Shelly Zubycck
Director of Corporate
Services

Amy Vickery
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2024-000

Being a by-law to amend By-law No. 2012-039, a by-law to adopt Schedules of Departmental User Fees and Services for the City of Temiskaming Shores (Corporate Services – Administration Fees)

Whereas Section 391(1) of the Municipal Act S.O. 2001, c. 25, as amended, authorizes the Council of a local municipality to pass by-laws imposing fees or charges for services or activities provided or done by or on behalf of it; for costs payable by it for services or activities provided or done by or on behalf of any other municipality or local board; and for the use of its property including property under its control; and

Whereas the Council of The Corporation of the City of Temiskaming Shores adopted By-law No. 2012-039 on April 3, 2012 to adopt Schedules of Departmental User Fees and Service Charges for the City of Temiskaming Shores, which has been amended from time-to-time through by-law; and

Whereas Council considered Memo No. 021-2024-CS at the June 4, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to amend By-law No. 2012-039 (User Fees), Schedule A – Administration Corporate Services, to increase the Death Registration fee (for deaths occurring outside of Temiskaming Shores) to \$30.00, for consideration at the June 18, 2024 Regular Council Meeting.

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

1. That Schedule “A”, Administration – Corporate Services Fee Table of By-Law No. 2012-039 as amended, be further amended by replacing the fee associated with Death Registration (for deaths occurring outside of Temiskaming Shores) to the following:

Fee Title	Description of Fee/ Authority	Fee
Administration – Corporate Services		
Death Registration (for deaths occurring outside of Temiskaming Shores)	Municipal Act 391(1)	30.00

2. That this By-law shall come into force and take effect on July 1, 2024.

Read a first, second and third time and finally passed this 18th day of June, 2024.

Mayor

Clerk

Subject: ZBA-2024-02: Houghton

Report No.:

CS-019-2024

Agenda Date:

June 4, 2024

Attachments

Appendix 01: Planning Report

Appendix 02: Application Package

Appendix 03: Site Plan

Appendix 04: Draft By-law to amend Zoning By-law No. 2017-154

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-019-2024;
2. That Council directs staff to amend the provisions of the City of Temiskaming Shores Zoning By-law 2017-154 to rezone the subject land (468 Georgina Avenue) from General Commercial – Haileybury (C1A) to General Commercial – Haileybury Exception (C1A-1) to allow for a self storage facility as a permitted use; and
3. That Council directs staff to prepare the necessary by-law to amend the City of Temiskaming Shores Zoning By-law 2017-154 for consideration at the June 18, 2024 Regular Council meeting.

Background

The former Haileybury Fire Hall, located at 468 Georgina Avenue, was constructed in 1923. It was built to replace the old Fire Hall that burnt in Haileybury's Great Fire of 1922.

In 2021, Council approved the construction of a new fire hall in Haileybury as part as the Municipal Budget process and in July of 2023 that construction was complete.

Early 2024, the property was transferred to Mr. Fraser and Graham Houghton.

The property owners applied for a Zoning By-law Amendment on March 8th, 2024 to amend the zone to allow for a self storage facility as a permitted use. Attached as Appendix 2 is the Application Package.

Notice of the application was advertised in the Temiskaming Speaker on March 27th, 2024 in accordance with the requirements of the Planning Act. Notice was also mailed to

property owners within 120m of the subject property in accordance with the City's common practice.

The Planning Act also sets out the list of external agencies and public bodies that must be circulated notice of Planning Act applications. This notice was sent out in accordance with the Planning Act requirements.

Municipal department heads were circulated the complete application, including all supporting information. The following comments were received:

Chief Building Official – *A change of use permit is required as the occupancy classification will change from a post disaster building to a Group “F”2 medium industrial occupancy.*

Economic Development - *I think this is underutilizing this building in our downtown core.*

Fire Chief – *No concerns.*

Manager of Environmental Services – *No concerns.*

Clerk – *No concerns.*

Manager of Transportation Services – *The property in question is located in a residential setting and corners asphalt roadways (Main Street and Georgina Ave). The roadways are maintained on a year-round basis. There are street lights located along this street. There is currently driveway access to the property off of Georgina ave. There are municipal water and sanitary sewer services to the property. Recycling and household refuse are picked up at the street on alternating weeks, year-round. There are currently no upgrades to infrastructure planned for this area. There is a laneway to the south of the property. It is an unmaintained laneway. This section of the laneway is asphalt.*

The statutory public meeting was held on May 21st, 2024. No members of the public made oral submissions at the public meeting and no written submissions have been received as of May 31st, 2024.

Analysis

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

It is the opinion of the undersigned that the proposed Zoning By-law amendment is consistent with the Provincial Policy Statement (2020), does not conflict with the Growth

Plan for Northern Ontario, and complies with the City of Temiskaming Shores Official Plan. It is recommended that Council adopt the propose Zoning By-law amendment.

Relevant Policy / Legislation / City By-Law

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

Consultation / Communication

- Consultation with applicant
- Consultation with applicable City staff
- Public consultation per the requirements of the Planning Act

Financial / Staffing Implications

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

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

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

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 Services

Amy Vickery
City Manager



Planning Report

Zoning By-law Amendment Application: ZBA-2024-02

Applicant: Graham Houghton

Owner: 2338508 Ontario Inc. - Fraser and Graham Houghton

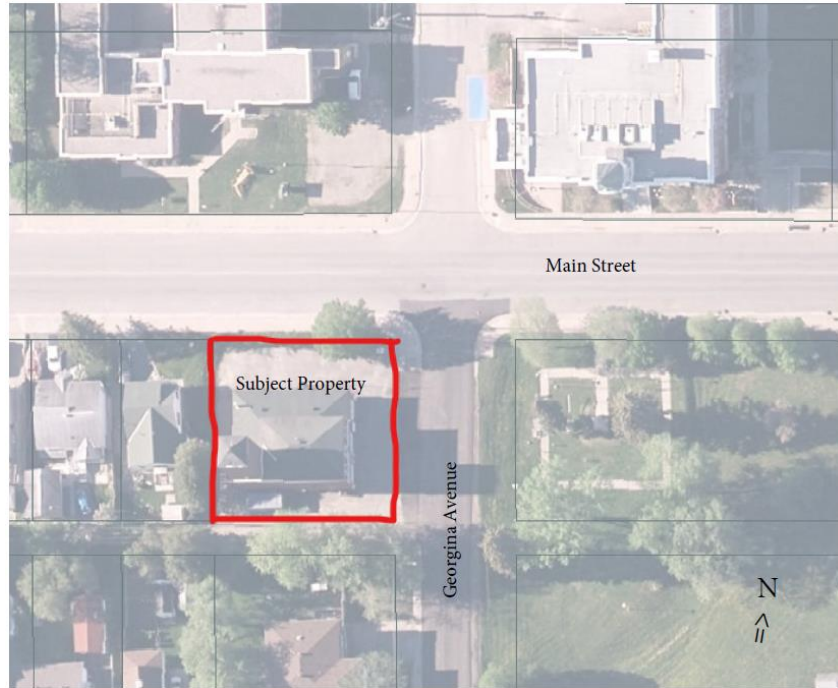
Property: 468 Georgina Ave, Haileybury ON

Roll No.: 5418-020-002-143.02, 5418-020-002-143.03, part of 5418-020-002-143.04

June 4, 2024

Subject Land

The property is located at the southwest corner of the Georgina Avenue and Main Street intersection in the Haileybury Settlement Area in the City of Temiskaming Shores. It is legally known as PLAN M13NB BLK O LOT 1 LOT 2 PCL 1866NND FIRE HALL.



Background and Purpose of the Application

In March 2024, the applicant purchased the subject land from the City of Temiskaming Shores (City). The existing building was previously used as the Municipal Fire Hall and is currently a vacant building.

The subject property is designated Town Centre on Schedule D - Haileybury of the City's Official Plan (2015).

The property is zoned General Commercial – Haileybury (C1A) in the City's Zoning By-law No. 2017-154 and this application proposes to rezone the property to General Commercial – Haileybury Special Exception (C1A-XX) in order to accommodate a Self-Storage Facility as a permitted use.

Statutory Public Notice

The complete application was received on March 8, 2024. Notice of the complete application and public hearing was advertised on the City's website, in the Temiskaming Speaker and was sent to public agencies in accordance with the statutory notice requirements of the Planning Act. The notice was also mailed to property owners within 120m of the subject land.

The public hearing was held on May 21st, 2024. No members of the public made submissions or asked questions at the public meeting. No written comments have been received as of the date of this report.

Site Analysis

The property is located in the former Town of Haileybury and was the site of the Town's Fire Hall. The property has an area of approximately 908 m² with frontage on both Georgina Avenue and Main Street of approximately 30 m each. The property currently contains a vacant two-storey building (former Fire Hall)

with the majority of the property being paved around the building, in particular providing vehicular access on Georgina Ave. There is a grassed area next to the sidewalk adjacent to Main Street.

Servicing

The subject property is currently serviced by municipal water and sanitary sewer services.

Access

The property fronts on Georgina Avenue and Main Street which are both municipally owned and maintained year-round.

Existing Land Use

The property currently contains a vacant two-storey building zoned C1A.

Adjacent Land Uses

North: C1A – General Commercial
South: R3 – Laneway and Medium Density Residential
East: OS – Open Space Recreation
West: R3 – Medium Density Residential

Planning Analysis

Provincial Policy Statement 2020

The Provincial Policy Statement (PPS) 2020 provides guidance for development while protecting resources of provincial interest, public health and safety, and the quality of the natural and built environment. Planning applications shall be consistent with the PPS policy statements.

The subject property is located within the established settlement area boundary for the City and is supported by policy sections of the PPS as described below;

Section 1.1.3 - Settlement Areas – It is in the interest of all communities to use land and resources wisely, promote efficient development patterns, ensure the effective use of infrastructure and public service facilities, and minimize unnecessary public expenditures.

1.1.3.1 Settlement areas shall be the focus of growth and development.

1.1.3.2 Land use patterns within settlement areas shall be based on densities and a mix of land uses which:

- a) efficiently use land and resources;
- b) are appropriate for, and efficiently use, the infrastructure and public service facilities which are planned or available, and avoid the need for their unjustified and/or uneconomical expansion;
- e) support active transportation;
- f) are transit-supportive, where transit exists and
- g) are freight-supportive.

1.1.3.4 Appropriate development standards should be promoted which facilitate intensification, redevelopment, and compact form, while avoiding or mitigating risks to public health and safety

Section 1.3 refers to Employment and that;

- 1.3.1 Planning authorities shall promote economic development and competitiveness by:
- a) providing for an appropriate mix and range of employment, institutional, and broader mixed uses to meet long-term needs;
 - b) providing opportunities for a diversified and economic base, including maintaining a range and choice of suitable sites for employment uses which support a wide range of economic activities and ancillary uses, and take into account the needs of existing and future businesses;
 - c) facilitating the conditions for economic investment by identifying strategic sites for investment, monitoring the availability and suitability of employment sites, including market-ready sites, and seeking to address potential barriers to investment;
 - d) encouraging compact, mixed-use development that incorporates compatible employment uses to support livable and resilient communities;
 - e) ensuring the necessary infrastructure is provided to support current and projected needs.

Section 1.6 refers to Infrastructure and Public Service Facilities in that;

- 1.6.3 Before consideration is given to developing new infrastructure and public service facilities:
- a) the use of existing infrastructure and public service facilities should be optimized; and
 - b) opportunities for adaptive re-use should be considered.

Section 1.7.1 refers to Long-Term Economic Prosperity such that it should be supported by:

- a) promoting opportunities for economic development and community investment-readiness;
- d) maintaining and enhancing the vitality and viability of downtowns and mainstreets; and
- e) encouraging a sense of place, by conserving features that help define character, including build heritage resources.

The proposed rezoning is consistent with the policies of the PPS as it will be encouraging the wise use of existing infrastructure and public services, be an expansion of economic development in the Town Centre district, be an adaptive re-use of an iconic existing building, and be considered efficient use of an existing building in the settlement area with surrounding commercial uses in close proximity to medium-density residential use.

Growth Plan for Northern Ontario 2011

The Growth Plan for Northern Ontario (GPNO) was developed under the Places to Grow Act, 2005, to establish a strategic framework to guide decision-making and investment planning. It contains policies relating to the promotion of economic prosperity, environmental stewardship, and promoting strong, sustainable communities.

The proposed rezoning application does not conflict with any of the policies in the GPNO.

City of Temiskaming Shores Official Plan (Consolidated 2015)

The Official Plan sets out policies, goals, and objectives to guide the growth and development within the City as well as containing direction for specific policies based on the land use designation. The subject

property is designated Town Centre within the Settlement Area on Schedule D – Haileybury of the City’s Official Plan.

Section 4.8 refers to policies for properties within the Town Centres. These lands have been the magnetic centres of towns where people do business, shop, visit, dine and gather. Haileybury’s Town Centre serves a localized market area with limited commercial services mixed with institutional and residential uses. It is recognized for providing services to the local market within a largely residential setting.

4.8.2(d) states that Haileybury’s town centre will be developed as a local commercial centre where the scope of land uses will include retail, personal and service commercial uses, residential and public service uses.

4.8.5 encourages the adaptive re-use of buildings.

4.8.7 encourages the redevelopment and expansion to existing developed lands.

4.8.8 refers to the character of the existing street profiles and that they be maintained with respect to building height, architectural compatibility, zero front and side yard setbacks, and width of sidewalks.

Section 3.11 refers to Settlement Areas and that they be developed based on:

1. A compact form which promotes contiguous and phased development
3. Redevelopment including brownfield sites
4. Available infrastructure
5. Available and adequate public service facilities
7. Land use compatibility

The proposed rezoning conforms with the City’s Official Plan as it will be a redevelopment of an existing commercial building within the designated Town Centre using existing public services. The City encourages the adaptive re-use of existing buildings.

City of Temiskaming Shores Zoning By-law No. 2017-154

The Zoning By-law for the City sets specific regulations as to how land may be used, types of permitted uses on that land, and the required standards in each zone. The subject property is zoned General Commercial – Haileybury (C1A) on the Haileybury map of the City’s Zoning By-law.

The proposed zoning by-law amendment is requesting an additional permitted principal use in the C1A zone to allow for a Self Storage Facility on the subject property. Currently, a Self Storage Facility is only permitted in the C2 – Highway Commercial Zone as shown in Table 7.1 of the City’s Zoning By-law.

The proposed Self Storage Facility is a defined commercial use making it compatible in a Commercial Zone. For a Commercial Use within the C1A Zone there are no parking spaces required where public on-street and off-street locations are available (as Main Street has public parking spaces). There are no proposed changes to the existing building’s setbacks through this amendment.

Comments Received from the Agency Circulation and Public Notification Process

The application was circulated to municipal departments, agencies, and the public. The following comments were received:

Chief Building Official – *A change of use permit is required as the occupancy classification will change from a post disaster building to a Group “F”2 medium industrial occupancy.*

Economic Development - *I think this is underutilizing this building in our downtown core.*

Fire Chief – *No concerns.*

Manager of Environmental Services – *No concerns.*

Clerk – *No concerns.*

Manager of Transportation Services – *The property in question is located in a residential setting and corners asphalt roadways (Main Street and Georgina Ave). The roadways are maintained on a year-round basis. There are street lights located along this street. There is currently driveway access to the property off of Georgina ave. There are municipal water and sanitary sewer services to the property. Recycling and household refuse are picked up at the street on alternating weeks, year-round. There are currently no upgrades to infrastructure planned for this area. There is a laneway to the south of the property. It is an unmaintained laneway. This section of the laneway is asphalt*

Recommendation

Based on the information presented in this report, the proposed Zoning By-law amendment is consistent with the Provincial Policy Statement 2020, does not conflict with the Northern Ontario Growth Plan 2011, and conforms with the City of Temiskaming Shores Official Plan. The application represents good land use planning.

It is therefore recommended that Council approve the Zoning By-law Amendment application.

Respectfully submitted,



Tara Michauville, MSc
Planner

Reviewed by,



Sarah Vereault, RPP, MCIP
Associate, Senior Planner

Application for Zoning By-law Amendment Under Section 34 of the Planning Act

Fee for Application to Amend the Zoning By-law: \$1,000.00

Please read before completing this application

This application reflects the mandatory information that is prescribed in the Schedules to Ontario Regulation 545/06 made under the Planning Act, RSO, 1990, as amended, as well as information required by the City of Temiskaming Shores to assist in the assessment of the proposal.

In addition to completing this form, the Applicant is required to submit the fee, a detailed site plan and any additional information or studies that may be necessary to assess the proposal.

Failure to submit the required information will delay the consideration of this Application. An application which is not considered complete under the Planning Act is not subject to the timelines of the Act.

Applicants are encouraged to consult with the Municipality prior to completing the application.

OFFICE USE ONLY

File No.: ZBA-2024-02 Houghton
Date Received: March 8, 2024
Roll No.: 5418- 030 00302400

1. Owner Information

Name of Owner: Fraser Houghton
Mailing Address: [REDACTED]
Email Address: [REDACTED] Phone: [REDACTED]

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

Name of Owner: Graham Houghton
Mailing Address: [REDACTED]
Email Address: [REDACTED] Phone: [REDACTED]

2. Applicant/Agent Information (if applicant is not the owner or applicant is an agent acting on behalf of the owner):

Name of Agent: Graham Houghton
Mailing Address: [REDACTED]
Email Address: [REDACTED] Phone: [REDACTED]

3. Please specify to whom all communications should be sent:

Owner Applicant/Agent

4. Property Information

a. Location of the subject land:

Dymond New Liskeard Haileybury

Municipal Address 468 Georgina Av
Legal Description (concession and lot numbers, reference plan and lot/part numbers) PLC1866 SEC NND;LT1-2BLK 0 PLM13NB BUCKE; TEM SHORES; D of TEMISKAMING

b. Date the subject land was acquired by the current owner: March 2024

c. Names and addresses of the holders of any mortgages, charges, or other encumbrances of the subject land:

N/A

d. Are there any easements or restrictive covenants affecting the subject land?

Yes No

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

--

e. Dimensions of subject land:

Lot Area: 928sm Road Frontage: 30.48
 Water Frontage: n/a Lot Depth: 30.44m

f. Existing use(s) of the subject land (check all that apply):

- Residential Commercial Industrial
 Institutional Agricultural Vacant
 Mixed Use (specify): _____
 Other (specify): Fire Hall

g. Length of time the existing uses of the subject land have continued: 100+ years

h. Are there any buildings or structures existing on the subject land?

- Yes No

If yes, complete the table below (attach a separate sheet if necessary):

	Building 1	Building 2	Building 3	Building 4	Building 5
Type or use of building	Fire Hall				
Height of building (m)	21.3m				
Setback from front lot line (m)	5.4m				
Setback from rear lot line (m)	5.42				
Setback from side lot line one side (m)	10.35m				
Setback from side lot line other side (m)	4.32				
Setback from shoreline (m)	NA				
Dimensions (m) or floor area (m ²)	300m ²				
Date constructed	1922/1971				
Is building to remain or be removed?	Remain				

i. Has the subject land ever been used for commercial or industrial purposes?

- Yes No

If yes, has a Record of Site Condition ever been completed in accordance with Ontario Regulation 153/04?

- Yes No

j. Existing use(s) of abutting properties:

North: C1A Training Facility East: OS Parkland
 South: Laneway - R-3 Residential West: R-3 Residential

k. Are any of the following uses or features on the subject land or within 500m (unless otherwise specified)?

Use or Feature	On the subject land	Within 500 metres of subject land (indicate approximate distance)
An agricultural operation including livestock or stockyard	<input type="checkbox"/>	<input type="checkbox"/> _____
A landfill	<input type="checkbox"/>	<input type="checkbox"/> _____
A sewage treatment plant or waste stabilization plant	<input type="checkbox"/>	<input type="checkbox"/> _____
A provincially significant wetland (Class 1, 2 or 3 wetland)	<input type="checkbox"/>	<input type="checkbox"/> _____
A provincially significant wetland within 120 metres of the subject land	<input type="checkbox"/>	<input type="checkbox"/> _____
A waterbody, watercourse, river, or stream	<input type="checkbox"/>	<input checked="" type="checkbox"/> 375m _____
A rehabilitated mine site	<input type="checkbox"/>	<input type="checkbox"/> _____
A non-operating mine site within 1 kilometre of the subject land	<input type="checkbox"/>	<input type="checkbox"/> _____
An active mine site, gravel pit or quarry	<input type="checkbox"/>	<input type="checkbox"/> _____
An industrial or commercial use (specify)	<input type="checkbox"/>	<input checked="" type="checkbox"/> Training/Provincial Offices _____
An active railway line	<input type="checkbox"/>	<input checked="" type="checkbox"/> 360m _____
Utility corridor(s)	<input type="checkbox"/>	<input type="checkbox"/> _____
Provincial Highway	NA	<input type="checkbox"/> _____

5. Planning Information

a. Current Official Plan Designation(s): Town Centre

b. Explain how the application conforms with the Official Plan:

The Town Centre designation specific to Haileybury's downtown area allows for a mix of uses including retail, personal and service commercial uses, residential and public service uses.

c. Current Zoning: C1A

d. Nature and extent of the rezoning being requested:

Amend to add Self-Storage Facility to the list of permitted uses on the subject property

e. Reason why rezoning is being requested:

Current zoning does not list a self-storage facility as a permitted use

f. Is the subject land within an area where the municipality has predetermined the minimum and maximum density requirements or the minimum and maximum height requirements?

Yes No

If yes, provide a statement of these requirements:

Max Height of 15m

g. Is the subject land within an area where zoning with conditions may apply?

Yes No

If yes, explain how the application conforms to the Official Policies related to zoning with conditions:

h. Does the application propose to change the boundary of a settlement area or establish a new area of settlement?

Yes No

If yes, provide details of the current Official Plan policies or Official Plan Amendment dealing with the alteration or establishment of an area of settlement:

i. Does the application propose to remove land from an area of employment?

Yes No

If yes, provide details of the current Official Plan policies or Official Plan Amendment dealing with the removal of land from an area of employment:

6. Proposed Use of Property

a. Proposed use(s) of the subject land (check all that apply):

- Residential Commercial Industrial
 Institutional Agricultural Vacant
 Mixed Use (specify): _____
 Other (specify): _____

b. Are any buildings proposed to be constructed on the property?

Yes No

If yes, complete the table below (attach a separate sheet if necessary):

	Building 1	Building 2	Building 3	Building 4	Building 5
Type or use of building					
Height of building (m)					
Setback from front lot line (m)					
Setback from rear lot line (m)					
Setback from side lot line one side (m)					
Setback from side lot line other side (m)					
Setback from shoreline (m)					
Dimensions (m) or floor area (m ²)					

7. Access and Servicing

a. What type of access is proposed for the subject land?

- | | |
|---|---------------------------------------|
| <input type="checkbox"/> Provincial Highway | <input type="checkbox"/> Private Road |
| <input checked="" type="checkbox"/> Municipal Road, maintained all year | <input type="checkbox"/> Right-of-Way |
| <input type="checkbox"/> Municipal Road, maintained seasonally | <input type="checkbox"/> Water Access |
| <input type="checkbox"/> Other (specify): _____ | |

i. If access to the subject land will be by water only, describe the docking and parking facilities to be used and the approximate distance to these facilities from the subject land and the nearest public road:

b. What type of water supply is proposed for the subject land?

- Publicly owned and operated piped water supply (City water)
- Privately owned and operated individual well
- Privately owned and operated communal well
- Lake or other water body
- Water service not proposed
- Other (specify): _____

c. What type of sewage disposal is proposed for the subject land?

- Publicly owned and operated sanitary sewage system (City sewer)
- Privately owned and operated individual septic system
- Privately owned and operated communal septic system
- Privy
- Sewage disposal service not proposed
- Other (specify): _____

i. If the proposed amendment would permit development on a privately owned and operated individual or communal septic system, and more than 4,500 litres of effluent would be produced per day as a result of the development being completed, a servicing options report and a hydrogeological report prepared by a qualified professional are required to be submitted:

- Title and date of servicing options report: _____
- Title and date of hydrogeological report: _____

d. What type of storm drainage is proposed for the subject land?

- Storm sewer
- Ditches
- Swales
- Other (specify): No changes proposed to existing infrastructure

8. Previous Applications

Has the subject land ever been the subject of any of the following applications under the Planning Act (if the answer to any of the following is yes, please provide the file number and status of the application if known):

Unknown

- Official Plan Amendment Yes No File No.: _____ Status: _____
- Zoning By-law Amendment Yes No File No.: _____ Status: _____
- Minor Variance Yes No File No.: _____ Status: _____
- Plan of Subdivision Yes No File No.: _____ Status: _____
- Consent Yes No File No.: _____ Status: _____
- Site Plan Control Yes No File No.: _____ Status: _____
- Minister's Zoning Order Yes No File No.: _____ Status: _____

9. Concurrent Applications

Is the subject land currently the subject of any of the following applications under the Planning Act (if the answer to any of the following is yes, please provide the file number and status of the application if known):

- Official Plan Amendment Yes No File No.: _____ Status: _____
- Zoning By-law Amendment Yes No File No.: _____ Status: _____
- Minor Variance Yes No File No.: _____ Status: _____
- Plan of Subdivision Yes No File No.: _____ Status: _____
- Consent Yes No File No.: _____ Status: _____
- Site Plan Control Yes No File No.: _____ Status: _____

10. Provincial Policies

a. Is the proposed zoning by-law amendment consistent with the policy statements issued under subsection 3(1) of the Planning Act?

- Yes No

i. If yes, explain how the zoning by-law amendment is consistent with the policy statements issued under subsection 3(1) of the Planning Act:

The conversion of the property represents the adaptive re-use of an existing building. The building is serviced by municipal water and sanitary sewer services and is within an area that has storm sewer infrastructure.

b. Is the subject land within an area of land designated under any provincial plan or plans?

Yes No

i. If yes, explain how the zoning by-law amendment conforms or does not conflict with the provincial plan or plans:

Does not conflict with the Growth Plan for Northern Ontario

11. Public Consultation Strategy

Detail the proposed strategy for consulting with the public with respect to the application:

Follow Planning Act requirements

Other (please specify):

12. Additional Studies or Information

Additional studies or information may be required by the Municipality to support the application. The application may not be considered a complete application unless these studies have been completed. Applicants are advised to pre-consult with the Municipality to determine what additional studies or information is required.

List of additional studies or information required by the Municipality (to be provided by the Municipality):

13. Sketch

The application shall be accompanied by a **site plan** showing the following information:

- The boundaries of the subject land;
- The location, size and type of all existing and proposed buildings and structures on the subject land, indicating their distance from the front lot line, rear lot line and side lot lines;
- The approximate location of all natural and artificial features (for example: buildings, railways, roads, watercourses, drainage ditches, banks of rivers or streams, wetlands, wooded areas, wells and septic tanks, etc.) that:
 - Are located on the subject land and on land that is adjacent to the subject land, and
 - In the applicant's opinion, may affect the application;
- The current uses of land that is adjacent to the subject land;
- The location, width, and name of any roads within or abutting the subject land, indicating whether it is an unopened road allowance, a public travelled road, a private road or a right of way;
- If access to the subject land will be by water only, the location of the parking and docking facilities to be used;
- The location and nature of any easement affecting the subject land.

14. Applicant/Agent Authorization

If the applicant is not the owner of the land that is the subject of this application, the written authorization of the owner that the applicant is authorized to make the application must be included with this form or the authorization set out below must be completed.

I/we, Graham and Fraser Houghton are the registered owners of the subject land and I/we hereby authorize Graham Houghton to make this application on my/our behalf and to provide any of my/our personal information that will be included in this application or collected during the processing of the application.

Date: _____ Owner's Signature: _____

Date: _____ Owner's Signature: _____

15. Authorization for Site Visits

I/We authorize Municipal Staff and Council and/or Committee members, as necessary, to enter the subject property to gather information necessary in the assessment of the application.

Applicant Initial

Applicant Initial

16. Notice re: Use and Disclosure of Personal Information

In accordance with the Planning Act and the Municipal Freedom of Information and Protection of Privacy Act, I/We acknowledge and understand that any information collected on this form and any supplemental information submitted as part of this application can be disclosed to any person or public body.

Applicant Initial

Applicant Initial

17. Declaration of Applicant

- ✓ If the application is being submitted by the property owner and there is more than one registered owner, each owner must complete a separate declaration.
- ✓ If the application is being submitted by the property owner and the owner is a firm or corporation the person signing this declaration shall state that he/she has authority to bind the corporation or affix the corporate seal.
- ✓ This declaration must be completed in front of a Commissioner for Taking Affidavits.

I, Graham Houghton of the City Of Temiskaming Shores
in the District of Temiskaming make oath and say
(or solemnly declare) that the information contained in this application is true and that the information contained in the documents that accompany this application is true and I make this solemn declaration conscientiously knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

Sworn (or declared) before me

at the _____

in the _____

this _____ day of _____, 20_____



Signature of Applicant

A Commissioner for Taking Affidavits

The Corporation of the City of Temiskaming Shores

By-law No. 2024-999

Being a by-law to enact a Zoning by-law Amendment to rezone the subject land from General Commercial – Haileybury (C1A) to General Commercial – Haileybury Exception (C1A-1) to allow for a self storage facility as a permitted use.

Roll No. 5418-030-003-02400

Whereas pursuant to the provisions of Section 34 of the Planning Act, R.S.O. 1990 c.P. 13, as amended, the Council of a Municipality may enact by-laws to authorize the use of land, buildings or structures for any purpose set out therein that is otherwise prohibited; and

Whereas By-law No. 2017-154 regulates the use of land and the use and erection of buildings and structures within the City of Temiskaming Shores; and

Whereas Council considered Administrative Report No. CC-019-2024 at the Committee of the Whole meeting on June 4th, 2024, and directed staff to prepare the necessary by-law to amend the City of Temiskaming Shores Zoning By-law No. 2017-154 (as amended) to rezone the subject land from General Commercial – Haileybury (C1A) to General Commercial – Haileybury Exception (C1A-1) to allow for a self-storage facility as a permitted use; for consideration at the June 19th, 2024 Regular Council Meeting.

Now therefore the Council of the Corporation of the City of Temiskaming Shores enacts as follows:

1. The property affected by this By-law is located at 468 Georgina Ave.- PLAN M13NB BLK O LOT 1 LOT 2 PCL 1866NND FIRE HALL
2. By-law No. 2017-154 is hereby amended as follows:
 - a) Table 7.3 is hereby amended by rezoning the affected property from C1A to C1A-1 to allow for a self-storage facility as a permitted use in accordance with the provisions of this By-law.
3. That all other provisions of By-law No. 2017-154 shall continue to apply.
4. That the passing of this by-law shall be subject to the provisions of the *Planning Act*.
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 18th day of June, 2024.

Mayor

Clerk

Schedule "1" to By-law 2024-000

City of Temiskaming Shores



Amended Zoning.

Subject: Timiskaming CSWB Plan
Memorandum of Agreement
with Timiskaming Health Unit

Report No.: CS-020-2024

Agenda Date: June 4, 2024

Attachments

Appendix 01: Timiskaming CSWB Plan Steering Committee Report

Appendix 02: Proposed 2024-2026 Memorandum of Agreement with the
Timiskaming Health Unit

Appendix 03: Draft By-law

Recommendations

It is recommended:

That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-020-2024; and

That Council authorize the Mayor and Clerk to execute a Memorandum of Agreement between The Corporation of the City of Temiskaming Shores and the Timiskaming Health Unit (THU) as described in Section 7.0 Statement of Work for the period of August 1, 2024, to August 31, 2026.

That Council approve the 2024 supplemental contribution for September 1 – December 31, 2024, in the amount of \$14,372.50 to be withdrawn from the Working Capital Reserve for the continued implementation of Timiskaming District CSWB Plan.

That Council approve the 2025-2026 contribution in the sum of \$54,615.50 from the Health & Social Services Budget for implementation of the Timiskaming District CSWB Plan up to the termination date of August 31, 2026.

Background

The Community Safety and Policing Act, 2019, S.O. 2019, c. 1, Sched. 1 Part XVI mandated every municipality across Ontario to prepare and adopt a Community Safety and Well-being Plan (CSWBP) by July 2021.

A plan was created as a District-wide approach and in June 2022 the City of Temiskaming Shores officially adopted the Timiskaming District Community Safety and Well-Being Plan.

On April 18, 2023, Council passed the following resolution.

Resolution No. 2023-134

Moved by: Councillor Foley
Seconded by: Councillor Ducharme

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-016-2023.

That Council directs staff to prepare the necessary by-law to enter into a Memorandum of Agreement with the Board of Health of the Timiskaming Health Unit for consideration at the April 18, 2023, Regular Council meeting; and

That in recognition as one of the largest municipalities and highest apportioned cost, the City of Temiskaming Shores take an active role in providing direction, input and support to the implementation, monitoring, evaluation and reporting and requests representation within the governance structure of the Multi-Stakeholder Steering Committee; and further.

That Council approves the contribution of no more than \$33,860 for the term of May 1, 2023, to April 30, 2024, under the Memorandum of Agreement between the Board of Health for the Timiskaming Health Unit, to be offset by other funding sources such as municipal contributions, donations, provincial funding, etc. received during the Agreement period where possible. Carried

Analysis:

Under the direction and scope as set out in the Memorandum of Agreement, an in-person launch was held with the 24 municipalities under the Plan held on September 28, 2023. The launch included the background and origin of the plan, highlights of the local situation and a discussion regarding local priorities and goals. A steering committee and terms of reference for the committee was established.

The steering committee recognized the need for specialized expertise and establish distinct working groups. These groups were strategically formed to tackle key areas of Health and Well-Being, Housing, Community Safety, and the newly introduced Direct Action Response Team (DART).

In February 2024 a progress report was provided to all participating municipalities showcasing achieved milestones and outlining goals of the Steering Committee. See Appendix 01.

On April 17, 2024, correspondence was received from Dr. Glenn Corneil, Acting Medical Officer of Health of the Timiskaming Health Unit, presenting a Memorandum of Agreement for a two (2) year period commencing August 1, 2024, and ending on August 31, 2026 (Appendix 02).

This Agreement seeks a commitment for the continuation of the Memorandum of Agreement from the THU for the implementation of the Timiskaming District CSWB Plan.

Although there may be other alternatives for Council’s consideration, staff is recommending we continue with a regional approach to fulfill our responsibility under the *Police Services Act*. This approach is also a cost-effective way to provide the necessary framework for community stakeholders to work together to ensure a safe, healthy, and inclusive community.

Relevant Policy / Legislation / City By-Law

- The Community Safety and Policing Act, 2019
- District of Timiskaming Community Safety and Wellbeing Plan

Consultation / Communication

- Treasurer
- Steering Committee members

Financial / Staffing Implications

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

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

The City contributed and budgeted \$16,930 in 2023 and the same in 2024 for the 1-year term ending August 31, 2024 for a total contribution of \$33,860.

As per Section 12 of the Memorandum of Agreement, the estimated cost for the remainder of 2024 is \$14,372.50.

The estimated total cost of the 2024-2026 Agreement for the City is \$68,988 representing 34.49% of the overall cost.

This amount is more cost-effective than the City undertaking the implementation costs on our own and provides for greater collaboration throughout the District.

Alternatives

Council could:

- 1) Self fund the implementation of the plan through hiring a dedicated individual to implement goal outcomes.
- 2) Not approve an annual contribution resulting in lack of goal attainment in the six areas of focus under the Community Safety and Well being Plan.

Note: the Solicitor General has proposed a regulatory requirement to the Community Safety and Policing Act, 2019t to include a review of the plan within four years of the adoption, however regulations are yet to be established.

Climate Considerations

After review with the City's Climate Lens, no considerations for increased CO2 emissions, temperature or precipitation adaptation were noted. The CSWB Plan identifies a commitment to include climate change conversations into initiatives.

Submission

Prepared and presented by:

"Original signed by"

Amy Vickery
City Manager

February
2024

“The Timiskaming Community Safety and Well-Being (CSWB) Committee is a multi-sectoral group representing 23 municipalities within Timiskaming District, including the municipality of Temagami.”



TIMISKAMING

SIX MONTH REPORT

CSWB GOALS:

Increasing access, lowering barriers, reducing crises, high quality health & wellbeing.

Greater housing inventory, more housing options, more pathways to housing, expanded shelter services.

Creating career pathways for local work opportunities, reducing skilled job vacancies and underemployment.

Addressing root causes of poverty, improving public transportation, reducing food insecurity.

Building sense of community around the environment, creating plans for mitigating climate change effects.

Increasing feelings of belonging and safety, ensuring access to justice, improving road safety.

Success of the CSWB to date:

Since adopting the CSWB Plan in 2022, the following has been accomplished:

Hired CSWB coordinator (June 2023)

Built district-wide capacity and established a steering committee and 4 working groups (September to October 2023)

Expressed advocacy to the Provincial Government for financial support of the implementation of Ontario CSWB Plans (November to January 2023)

Developed connections with 24 liaisons to organizations and programs outside the umbrella of the CSWB Committee (Ongoing 2024)

Held 18 meetings, engaged 12 exterior organizations, completed and supported 4 funding opportunity applications (Ongoing 2024)

What is the CSWB doing for our communities?

Health & Well-Being:

Goal: Linking municipalities to community health, and improving accessibility to health services.

In Action: Developing an effective service map for the health of our communities.

Housing & Homelessness:

Goal: Increasing the availability of housing options, and serving community members experiencing homelessness.

In Action: Addressing housing-related stigma in our communities.

Community Safety:

Goal: Increasing feelings of safety and belonging in our communities, ensuring accessible justice, and improving road safety for all Timiskaming residents.

In Action: Combining efforts with the Timiskaming Drug and Alcohol Strategy.

Direct Action Response Team (DART):

Goal: Addressing short-term initiatives and emerging issues in our communities.

In Action: Exploring opportunities for inter-municipality transportation.



Head Office:

421 Shepherdson Road
New Liskeard, ON P0J 1P0
Tel: 705-647-4305 Fax: 705-647-5779

Branch Offices:

Dymond Tel: 705-647-8305 Fax: 705-647-8315
Englehart Tel: 705-544-2221 Fax: 705-544-8698
Kirkland Lake Tel: 705-567-9355 Fax: 705-567-5476

www.timiskaminghu.com

April 17, 2024

District Municipalities
c/o Timiskaming Health Unit

Dear Head of Council/Chief Administrative Officer, Municipal Clerk,

Please find enclosed, an agreement with the Timiskaming Health Unit regarding ***Municipal Community Safety and Well-Being Plan (CSWB)*** for the period of August 1, 2024 to August 31, 2026.

This agreement is in follow-up to April 2023 Memorandum of Agreement from THU to heads of council for implementation of the Timiskaming CSWB Plan in keeping with legislative requirements for municipalities.

After the first year of implementation of the Timiskaming CSWB Plan, all municipalities have officially resolved to adopt the plan and have agreed in principle to contribute toward a district-wide funding approach for resources to support implementation of the plan based on sample apportionment allocation. The CSWB Steering Committee is proposing a 2-year service agreement, to facilitate coordinator recruitment and retention. The amount requested will not increase between years during the commitment period and municipalities will be billed twice per year.

The Timiskaming CSWB Committee offers a unique opportunity for all municipalities within the district to contribute to our collective safety and well-being. In the first year of implementation, the CSWB Committee has begun developing a database containing community safety and well-being resources, is working to address housing and homelessness related stigma in our communities and is exploring new opportunities for improved transit systems. Further commitment to this important work is needed to ensure success of these and more initiatives under the CSWB Plan.

To contribute to and gain from a district-wide funding approach to implementing the Timiskaming CSWB Plan, please fill out and sign the agreement at your earliest convenience and by June 21, 2024 and return to the attention of Rachele Cote by email to coter@timiskaminghu.com or by fax at 705-647-5779.

Thank you for your interest in this community-based approach to address root causes of complex social issues through a collaborative approach to community safety and well-being.

If you have any questions, please contact Cameron Lamothe, lamothe@timiskaminghu.com at the Timiskaming Health Unit, 1-866-747-4305.

Sincerely,

Dr. Glenn Corneil, B.Sc., M.D., C.C.F.P., F.C.F.P.
Acting Medical Officer of Health/CEO

Copy to: Mark Stewart, CAO, DTSSAB

The Corporation of the City of Temiskaming Shores

By-law No. 2024-000

Being a by-law to enter into a Memorandum of Agreement between the City of Temiskaming Shores and the Timiskaming Health Unit for the purpose of implementing the Community Safety and Well-Being Plan

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

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

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

Whereas the Community Safety and Policing Act, 2019, S.O. 2019, c. 1, Sched. 1 Part XVI mandates every municipality across Ontario to prepare and adopt a Community Safety and Well-being Plan (CSWBP) by July 2021. The aim of the CSWBP is to ensure all residents in the community feel safe, has a sense of belonging and can meet their needs for education, healthcare, food, housing, income, and social and cultural expression; and

Whereas most municipalities in the Timiskaming District (including the municipality of Temagami) passed resolutions to support in principle, the allocation of funds for the next required step of implementation; and

Whereas the priorities to be addressed through the CSWB Plan are significant and this MOA outlines how committed community partners will work together to determine how to best operationalize this work for healthy, safe, equitable communities for all; and

Whereas Council considered Administrative Report No. CS-020-2024 at the June 4, 2024 Committee of the Whole Council meeting, and directed staff to prepare the necessary by-law to enter into a Memorandum of Agreement with the Timiskaming Health Unit for the purpose of implementing the Community Safety and Well-Being Plan, for consideration at the June 18, 2024 Regular Council meeting.

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

1. That the Mayor and Clerk be authorized to execute a Memorandum of Agreement between the Board of Health for the Timiskaming Health Unit and the City of Temiskaming Shores, for the performance of work described in Section 7.0 Statement of Work for implementation efforts of the Community Safety and Well

Being Plan. A copy of which is attached hereto as Schedule "A" and forms part of this by-law.

2. That in recognition as one of the largest municipalities and highest apportioned cost, the City of Temiskaming Shores take an active role in providing direction, input and support to the implementation, monitoring, evaluation and reporting and requests representation within the governance structure of the Multi-Stakeholder Steering Committee.
3. That Council approves the contribution in principal estimated at \$34,494 per year representing the term of August 1, 2024 to August 31, 2026 under the Memorandum of Agreement between the Board of Health for the Timiskaming Health Unit, to be offset by other funding sources such as municipal contributions, donations, provincial funding, etc. received during the Agreement period where possible.
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.
5. That this by-law shall take effect on August 1, 2024.

Read a first, second and third time and finally passed this 18th day of June 2024.

Mayor

Clerk



Schedule "A" to

By-law 2024-000

Agreement between

The Corporation of the City of Temiskaming Shores

And

Timiskaming Health Unit

for the purpose of implementing the Community Safety and Well-Being Plan



Timiskaming District
Community Safety Well-Being Plan Implementation

Memorandum of Agreement Between
The Board of Health for the Timiskaming Health Unit
and

(Municipality/Township/Town)

For
The performance of work described in
Section 7.0 Statement of Work

August 1, 2024 to August 31, 2026

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1.0 Title

Timiskaming District Community Safety Well-Being Plan Implementation

2.0 Background

Legislative Requirement

[The Community Safety and Policing Act, 2019, S.O. 2019, c. 1, Sched. 1 Part XVI \(Appendix A\)](#) mandates every municipality across Ontario to prepare and adopt a Community Safety and Well-being Plan (CSWB) by July 2021.

The aim of the CSWB Plan is to ensure all residents in the community feel safe, has a sense of belonging and can meet their needs for education, healthcare, food, housing, income, and social and cultural expression. See [Appendix B](#) for more detail.

Legislative Requirement

The legislative requirement includes the following steps:

1. Establish a Multi-Level Advisory Committee
2. Consultation
3. Outcomes Framework
4. Alignment with Police Service Board
5. Publish Completed Plan
6. Review Plan

The legislation for implementation indicates that the **Municipality is responsible** for the following:

- **Implementation** of the plan
- **Review** of the plan and **revisions**
- **Report** on outcomes

If a Municipality chooses not to comply with legislation, the Ministry has the power to appoint a well-being planner for the municipality, to work on implementation of the plan, review, and revisions. The municipality is required to pay the well-being planner's remuneration and expenses.

3.0 Current State in Timiskaming

Work completed to comply with legislative requirements in Timiskaming, including the municipality of Temagami, includes completion of steps 1 to 5. It is now time for implementation. The plan can be viewed [here](#) with information on the process to develop the plan in [Appendix C](#).

Based on input during the plan development process, LBCG Consulting for Impact, who completed the Plan, recommended that a **Plan Lead** be established to coordinate the plan's implementation. *This would ensure dedicated resources to support municipalities with implementation, monitoring and evaluation of the plan overseen by a senior leader in the host organization with direction from an established Steering Committee governance model.*

It was proposed by LBCG Consulting for Impact, that the necessary funds to support this added organizational capacity would be made possible through the municipalities by contributing the funding based on apportionments. Sample overall budget totals and corresponding apportionment amounts were presented.

The majority of municipalities in Timiskaming (including the municipality of Temagami) passed resolutions to support in principle, the allocation of funds for the next required step of implementation. The priorities to be addressed through the CSWB Plan are significant. This MOA outlines how committed community partners will work together for healthy, safe, equitable communities for all.

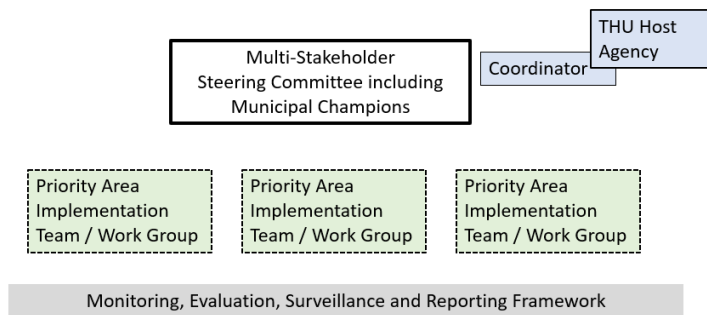
4.0 Definitions

Board of Health for the Timiskaming Health Unit herein referred to as Timiskaming Health Unit (THU)

Coordinator refers to a staff position who will support local CSWB Plan implementation per the direction of a Steering Committee and with Supervision host agency support of Timiskaming health Unit.

5.0 Principles

Proposed Governance Structure



6.0 Responsibilities

Responsibilities of Coordinator

See Statement of Work section 5.0.

Responsibilities of Municipality

As requested, provide direction, input and support to CSWB Plan implementation, monitoring,

evaluation and reporting.

Select municipalities may contribute to Coordinator hiring and any performance evaluation processes.

Provide funding per apportionment.

Responsibility of Timiskaming Health Unit

Support the recruitment and selection of CSWB Plan Coordinator.

Provide supervisory oversight for the CSWB Plan Coordinator.

Invoice municipalities and maintain financial records.

7.0 Statement of Work

Part of the implementation of the Timiskaming CSWB Plan will be determining how to best operationalize this work. Clear roles, responsibilities, processes, practices, and concrete action plans will need to be designed. Monitoring and assessment of progress and impact will also be a crucial component of implementation. Other emerging priorities may also be considered through implementation planning. The coordinator will support the Steering Committee in achieving the following:

Deliverables

THU Management

- Create job posting, hire and onboard Coordinator.
- Supervise Coordinator, ensure performance feedback and evaluation.

Coordinator to support the following:

- Operation of the CSWB Steering Committee with representative sample of municipal leadership to provide direction for the deliverables below.
- Review and confirm Terms of Reference for steering committee and implementation teams/working groups outlining agreed upon principles, shared goals and roles.
- Considering available evidence, and implementation strategies required, confirm the priorities, goals, actions and scope of work.
- Engage community partners and people with lived experience and those who experience marginalization relevant to the priority area to inform the development of the strategies (policies, actions) in each area. Type of engagement will depend on funding available.
- Review and confirm implementation plans for the strategies in each area which clearly identifies roles, responsibilities, timelines, reporting relationships and requirements.
- Establish performance indicators.
- Monitor the actions identified in the implementation plan, whether it is the creation, expansion and/or coordination of programs, training, services, campaigns, etc.
- Monitor opportunities for funding and support grant applications.
- Report on progress with a public facing report.
- Four formal progress reports to municipal funders synchronous with invoicing: August 2024, February 2025, August 2025, February 2026.

8.0 Term

24 months (August 1, 2024 to August 31, 2026)

9.0 Termination / Suspension Clause

This MOA will remain in effect until August 31, 2026, unless it is terminated as provided in this MOU or amended in writing by a subsequent agreement executed by the parties' authorized representatives. This MOU may be cancelled upon 30 calendar days written notice by either the municipality or the THU.

10.0 Amendments

The Parties agree that this MOA shall not be altered or amended without the written mutual consent of both the Municipality and Timiskaming Health Unit.

11.0 Accounts and Audits

Timiskaming Health Unit shall keep proper accounts and records of the cost of the work and all expenditures or commitments made.

12.0 Budget Apportionment per Municipality

Based on budget estimate of need for minimum of \$100,000 total per year for the 2024-2025, and 2025-2026 funding years, the following amounts were calculated using THU apportionment percentages for municipalities.

2024 Municipal Apportionment (CSWB)					
3554	Timiskaming	District	2022 Population	%	2024 Levy
3554036	ARMSTRONG	TOWNSHIP	962	3.83%	\$3,827
3554032	BRETHOUR	TOWNSHIP	85	0.34%	\$338
3554029	CASEY	TOWNSHIP	323	1.28%	\$1,285
3554054	CHAMBERLAIN	TOWNSHIP	264	1.05%	\$1,050
3554044	CHARLTON & DACK	MUNICIPALITY	506	2.01%	\$2,013
3554008	COBALT	TOWN	915	3.64%	\$3,640
3554001	COLEMAN	TOWNSHIP	528	2.10%	\$2,100
3554052	ENGLEHART	TOWN	1236	4.92%	\$4,917
3554049	EVANTUREL	TOWNSHIP	402	1.60%	\$1,599
3554066	GAUTHIER	TOWNSHIP	105	0.42%	\$418
3554026	HARLEY	TOWNSHIP	409	1.63%	\$1,627
3554014	HARRIS	TOWNSHIP	417	1.66%	\$1,659
3554034	HILLIARD	TOWNSHIP	177	0.70%	\$704
3554021	HUDSON	TOWNSHIP	415	1.65%	\$1,651
3554042	JAMES	TOWNSHIP	331	1.32%	\$1,317
3554024	KERNS	TOWNSHIP	266	1.06%	\$1,058
3554068	KIRKLAND LAKE	TOWN	6415	25.52%	\$25,519
3554062	LARDER LAKE	TOWNSHIP	678	2.70%	\$2,697
3554006	LATCHFORD	TOWN	320	1.27%	\$1,273
3554056	MATACHEWAN	TOWNSHIP	275	1.09%	\$1,094
3554058	MCGARRY	TOWNSHIP	558	2.22%	\$2,220
3548069	TEMAGAMI	MUNICIPALITY	815	3.24%	\$3,242
3554020	TEMISKAMING SHORES	CITY	8671	34.49%	\$34,494
3554038	THORNLOE	VILLAGE	65	0.26%	\$259
3554091	TIMIS., UNORGANIZED, EAST PART	UNORGANIZED			
3554094	TIMIS. , UNORGANIZED, WEST PART	UNORGANIZED			
			25138		\$100,000
	Per Capita	25138			\$3.98

13.0 Overall Budget

Approximate budget. FTE and operating dollars may need to be adjusted based on final municipal contribution.

	2024-2025 Budget
Salary and Benefits – 1.0 FTE Contract Coordinator	\$85,200
Operations such as Coordinator travel, communication dollars, translation, etc are yet TBD*	\$2,700
Admin (overhead costs to support and supervise the Coordinator)	\$12,000
Total Budget	\$99,900

	2025-2026 Budget
--	------------------

Salary and Benefits – 1.0 FTE Contract Coordinator	\$85,200
Operations such as Coordinator travel, communication dollars, translation, etc are yet TBD*	\$2,700
Admin (overhead costs to support and supervise the Coordinator)	\$12,000
Total Budget	\$99,900

14.0 Process for invoicing

THU will invoice municipalities in four installments August of 2024, February and August of 2025, and February of 2026.

15.0 Name of MOA Contacts and MOA Signatures of Agreement

Name and title of signing authority:

Timiskaming Health

Name: _____

Title: _____

Signature: _____

Date: _____

Municipality

Name: _____

Title: _____

Signature: _____

Date: _____

Appendix A

Community Safety And Well-Being Plans Legislation

PART XVI COMMUNITY SAFETY AND WELL-BEING PLANS

PREPARATION AND ADOPTION

Municipal community safety and well-being plan

248 (1) Every municipality shall prepare and, by resolution, adopt a community safety and well-being plan.

May be prepared individually or jointly

(2) The community safety and well-being plan may be prepared by the municipality individually or jointly in consultation with other municipalities or band councils.

First community safety and well-being plan

(3) A municipality must prepare and adopt its first community safety and well-being plan before the second anniversary of the day on which this section began applying to the municipality.

Transition

(4) Every community safety and well-being plan prepared and adopted under the *Police Services Act* before it was repealed shall be deemed to have been prepared and adopted under this Act.

Same, deemed compliance

(5) The Minister may deem a community safety and well-being plan to have met all of the requirements in section 250 if,

- (a) consultations to develop the plan were completed before January 1, 2019; and
- (b) in the Minister's opinion, the consultations substantially complied with the obligations set out in section 250.

Same, time limit

(6) If a municipality was required to prepare and adopt a community safety and well-being plan under section 143 of the *Police Services Act* but no plan was prepared and adopted before that Act was repealed, the two-year period under subsection (3) shall begin on the day section 143 of the *Police Services Act* first began applying to the municipality.

First Nation community safety and well-being plan

249 (1) A band council of a First Nation may prepare and adopt a community safety and well-being plan.

May be prepared individually or jointly

(2) The community safety and well-being plan may be prepared by the band council individually or jointly in consultation with other band councils or municipalities.

Preparation of plan by municipality

250 (1) A municipality that prepares a community safety and well-being plan shall establish an advisory committee.

Joint preparation of plan

(2) Despite subsection (1), a group of municipalities that are jointly preparing a community safety and well-being plan shall jointly establish and consult with a single advisory committee.

Membership of committee

(3) The advisory committee must, at a minimum, consist of the following members:

1. A person who represents,

- i. a local health integration network for a geographic area in which the municipality is located, as determined under the *Local Health System Integration Act, 2006*, or
 - ii. an entity that provides services to improve the physical or mental health of individuals in the community or communities.
2. A person who represents an entity that provides educational services in the municipality.
 3. A person who represents an entity that provides community or social services in the municipality, if there is such an entity.
 4. A person who represents an entity that provides community or social services to children or youth in the municipality, if there is such an entity.
 5. A person who represents an entity that provides custodial services to children or youth in the municipality, if there is such an entity.
 6. An employee of the municipality or a member of the municipal council.
 7. A person who represents the police service board or, if there is no police service board, the commander of the detachment of the Ontario Provincial Police that provides policing in the area or his or her delegate.
 8. A chief of police of a police service that provides policing in the area or his or her delegate.
 9. Any other person prescribed by the Minister.

Single individual may meet multiple requirements

- (4) A single individual may satisfy the requirements set out in multiple paragraphs of subsection (3).

Same, joint plans

- (5) If the community safety and well-being plan is prepared by a group of municipalities or band councils,
 - (a) the members of the advisory committee shall be appointed by agreement of the participating municipalities and band councils; and
 - (b) the provisions of this Act that apply to community safety and well-being plans apply, with necessary modifications, to joint community safety and well-being plans.

Considerations

- (6) In appointing the members of the advisory committee, the municipality or municipalities shall consider the need to ensure that advisory committee is representative of the municipality or municipalities, having regard for the diversity of the population in the municipality or municipalities.

Consultations

- (7) In preparing a community safety and well-being plan, the municipality or municipalities shall,
 - (a) consult with the advisory committee;
 - (b) consult with members of the public, including youth, individuals who have received or are receiving mental health or addictions services, members of racialized groups and of First Nation, Inuit and Métis communities, in the municipality or municipalities and, in the case of a joint plan with a First Nation, in the First Nation reserve;
 - (c) consult with community organizations, including First Nation, Inuit and Métis organizations and community organizations that represent youth or members of racialized groups, in the municipality or municipalities and, in the case of a joint plan with a First Nation, in the First Nation reserve; and
 - (d) comply with any consultation requirements that may be prescribed by the Minister.

Use of information

- (8) In preparing a community safety and well-being plan, the municipality or municipalities shall consider available information related to crime, victimization, addiction, drug overdose, suicide and any other risk factors prescribed by the Minister, including statistical information from Statistics Canada or other sources, in addition to the information obtained through its consultations.

Other prescribed requirements

- (9) The municipality or municipalities shall meet the requirements prescribed by the Minister, if any, in preparing their community safety and well-being plan.

Transition

(10) A community safety and well-being plan that was adopted in accordance with this section, as it read at the time, continues to be valid despite any intervening changes to this section.

Content of community safety and well-being plan

251 A community safety and well-being plan shall,

- (a) identify risk factors in the municipality or First Nation, including, without limitation, systemic discrimination and other social factors that contribute to crime, victimization, addiction, drug overdose and suicide and any other risk factors prescribed by the Minister;
- (b) identify which risk factors the municipality or First Nation will treat as a priority to reduce;
- (c) identify strategies to reduce the prioritized risk factors, including providing new services, changing existing services, improving the integration of existing services or coordinating existing services in a different way;
- (d) set out measurable outcomes that the strategies are intended to produce;
- (e) address any other issues that may be prescribed by the Minister; and
- (f) contain any other information that may be prescribed by the Minister.

Publication of community safety and well-being plan

252 A municipality that has adopted a community safety and well-being plan shall publish it on the Internet in accordance with the regulations made by the Minister, if any.

Implementation of community safety and well-being plan

253 A municipality that has adopted a community safety and well-being plan shall take any actions that the plan requires it to take and shall encourage and assist other entities to take any actions the plan requires those entities to take.

REPORTING AND REVISION

Monitoring, evaluating and reporting

254 (1) A municipality that has adopted a community safety and well-being plan shall, in accordance with the regulations made by the Minister, if any, monitor, evaluate and report on the effect the plan is having, if any, on reducing the prioritized risk factors.

Publication

(2) The reports referred to in subsection (1) shall be published on the Internet in accordance with the regulations made by the Minister, if any.

Revision by municipality

255 (1) A municipality that has adopted a community safety and well-being plan shall review and, if appropriate, revise the plan within the period prescribed by the Minister.

Revision by band council

(2) A band council that has adopted a community safety and well-being plan may review and, if appropriate, revise the plan within the period prescribed by the Minister.

Process for revision

(3) Sections 250 to 252 apply, with necessary modifications, to the revision of a community safety and well-being plan.

MISCELLANEOUS

Information to Minister

256 (1) Every municipality shall provide the Minister with any information prescribed by the Minister respecting,

- (a) the municipality's community safety and well-being plan, including the preparation, adoption or implementation of the plan;
- (b) any outcomes from the municipality's community safety and well-being plan; and
- (c) any other matter prescribed by the Minister related to the community safety and well-being plan.

Time to comply

(2) The municipality shall provide the information within the period prescribed by the Minister.

No personal information

(3) Personal information cannot be prescribed for the purposes of this section.

Community safety and well-being planner

257 (1) The Minister may appoint a person as a community safety and well-being planner for a municipality if, in the Minister's opinion, the municipality has intentionally and repeatedly failed to comply with one of its obligations under this Part, other than section 253.

Notice of appointment

(2) The Minister shall give the municipality at least 30 days' notice before appointing the community safety and well-being planner.

Term of office

(3) The appointment of a community safety and well-being planner is valid until terminated by order of the Minister.

Powers of planner

(4) Unless the appointment provides otherwise, a community safety and well-being planner has the right to exercise any powers of the municipality that are necessary to prepare a community safety and well-being plan that the municipality could adopt.

Same

(5) The Minister may specify the powers and duties of a community safety and well-being planner appointed under this section and the terms and conditions governing those powers and duties.

Right of access

(6) A community safety and well-being planner appointed for a municipality has the same rights as the municipal council in respect of the documents, records and information of the municipality.

Minister's directions

(7) The Minister may issue directions to a community safety and well-being planner with regard to any matter within the jurisdiction of the planner.

Directions to be followed

(8) A community safety and well-being planner shall carry out every direction of the Minister.

Report to Minister

(9) A community safety and well-being planner shall report to the Minister as required by the Minister.

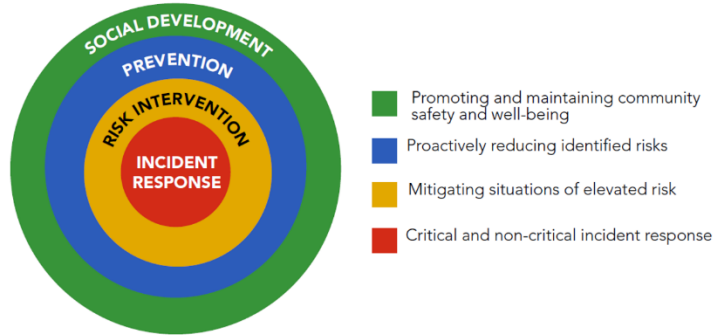
Municipality to pay costs

(10) The municipality shall pay the community safety and well-being planner's remuneration and expenses as set out in the regulations made by the Minister.

Appendix B

The aim of the CSWB Plan is to ensure all residents in the community feel safe, has a sense of belonging and can meet their needs for education, healthcare, food, housing, income, and social and cultural expression.

CSWB plans support safe and healthy communities through a community-based approach to address root causes of complex social issues. Planning seeks to achieve a proactive, balanced and collaborative approach to community safety and well-being across four key areas: social development, prevention, risk intervention, and incident response. See below for more detail.



Source: [Community safety and well-being planning framework: Booklet 3 - A shared commitment in Ontario \(2021\)](#) Accessed February 2023.

Domains of the [Community Safety and Well-Being Planning Framework](#)

Social Development (Upstream)

- Social development requires long-term, multi-disciplinary efforts and investments to improve the social determinants of health and thereby reduce the probability of harm and victimization. Appropriate investment in social development will experience the social benefits of addressing root causes of crime and disorder.

Prevention (Midstream)

- Prevention involves proactively implementing evidence-based situational measures, policies or programs to reduce locally identified priority risks to community safety and well-being before they result in crime, victimization and/or harm.
- Opportunities to learn from prevention efforts can advise on strategic investment in social development.

Risk Intervention (Downstream)

- Risk intervention involves multiple sectors working together to address and/or interrupt escalating situations where there is an elevated risk of harm
- What is learned by mobilizing risk intervention can inform how investments and strategies are deployed in the prevention and social development areas.

Incident Response

- Immediate and reactionary responses that may involve a sense of urgency in response to crime or safety.
- Initiatives in this area alone cannot be relied upon to increase community safety and well-being.

Appendix C

Development of the Timiskaming CSWB Plan

In 2021 Timiskaming municipalities, including the municipality of Temagami, collectively engaged DTSSAB in a funding agreement to develop a Community Safety & Well-being Plan (CSWB) as mandated under the Police Services Act.

A Steering Committee was established and LBCG Consulting for Impact was hired to facilitate the creation of a CSWB plan based on research, local data, and input from system leaders, community stakeholders and the public.

A larger Advisory committee was established in July of 2021 to assist with assessing the needs and assets across diverse municipalities in Timiskaming and identifying what strengths and efforts to build on to address gaps. This included integrating findings from a community survey developed to inform a local CSWB PLAN.

Project Process



In May of 2022, Timiskaming municipalities received a presentation on the draft plan with an opportunity to provide feedback. The presentation included next step recommendations given that the creation of the plan is the beginning of a collective path towards improving safety and well-being in the area. The presentation and CSWB Plan document underscored that the Plan was developed with the intent that all 23 municipalities in the Timiskaming District and the Municipality of Temagami municipalities would accept and adopt this plan and work collaboratively to achieve its goals.

Given that the development of a CSWB Plan is only a starting point. The priorities identified in a CSWB Plan require coordinated action across sectors and partner groups. Based on input through the development process, LBCG Consulting for Impact recommended that a Plan Lead be established to coordinate the plan's implementation. This would ensure dedicated resources to support municipalities with implementation, monitoring and evaluation of the plan overseen by a senior leader in the host organization with direction from an established Steering Committee governance model. The necessary funds to support this added organizational capacity would be made possible through the municipalities by contributing the funding based on apportionments.

LBCG Consulting for Impact also noted that as things evolve and the plan matures, there is opportunity to adjust the scope of goals and activities. The CSWB Plan itself will be important for shared district planning between community partners and informing the community at large of the way forward. Collectively, for the CSWB Plan to be a successful living document, it will serve to assist in improving the coordination of services, collaboration, information sharing, advocacy and partnerships among local government, agencies, and organizations, and ultimately improving the quality of life for Timiskaming District's residents.

In presenting the plan, municipalities were asked to prepare a Report to Council that puts forth a motion to council for its adoption and support in principle of funding its' implementation based on sample apportionment amounts provided (see appendix D).

In June, DTSSAB sent municipalities an email package with the final CSWB Plan as well as supporting documents such as an Excel table outlining the various high and low allotment costs for each municipality based on the initial high level budget estimate of a district-wide funding approach to the plan.

In October of 2022, correspondence was sent to heads of council received from DTSSAB reiterating the CSWB Plan status and next steps with respect to municipal adoption and funding for implementation. This correspondence indicated that Timiskaming Health Unit would assume the point of contact and coordination of next steps for implementation (see Appendix E).

Appendix D

Proposed Motion to Adopt and support the Timiskaming District CSWB Plan

BE IT RESOLVED That the “Timiskaming District Community Safety and Well-Being Plan” attached to the Report to Council be adopted, and

That the Town of XXX approve in principle a contribution for a Community Safety and Well-being (CSWB) Plan resource based on the current apportionments by the District of Timiskaming Social Services Administration Board (DTSSAB), resulting in a district-wide funding approach.

Estimated High-level Budget

- We are asking that you **accept in principle** these types of anticipated costs for the implementation of the CSWB Plan.
 - By **properly resourcing the plan** then we will set it up for success and achieve the impact it aspires to.
 - A **detailed budget will be forthcoming** from the confirmed Plan Lead before fully actioning the implementation.
 - Anticipating that implementation actions will likely not be started in earnest until the fall the annual contributions would be **prorated** (e.g. $\frac{1}{3}$ - $\frac{1}{4}$) for the 2022 budget.
- Based on the current district apportionment structure used by the DTSSAB, the following costs would be funded through a district wide approach:
 - CSWB Plan coordinator resource (0.5- 1 FTE): \$40,000 - \$80,000
 - CSWB Plan leadership role (e.g. chair) (0.1- 0.2 FTE): \$11,000 - \$22,000
 - CSWB Plan operating budget: \$20,000
 - CSWB Plan Lead organization’s overhead costs: \$10,000

Estimated annual total: \$81,000 - \$132,000

Appendix E

DTSSAB Correspondence to Heads of Council re: CSWB Plan October 2022



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

2022/10/31

Dear Head of Council/Chief Administrative Officer/Municipal Clerk:



As per the requirement under the Ministry of the Solicitor General, all municipalities were charged with the creation and implementation of a Community Safety and Well-Being (CSWB) Plan. Please see a link below to the Ontario government's details and support on the subject:

<https://www.ontario.ca/document/community-safety-and-well-being-planning-framework-booklet-3-shared-commitment-ontario/message-deputy-minister-community-safety-behalf-deputy>

At the request of municipalities, as reflected in the resolutions passed at their respective councils, a steering and advisory committee was created and the District of Timiskaming Social Services Administration Board (DTSSAB) contracted LBCG Consultants to draft the district-wide Community Safety and Well-Being Plan. The Plan has since been presented to municipalities, to a meeting of district-wide Clerks, and the respective invoices distributed. The Plan, the municipality briefing, and the presentation are attached to this correspondence for your information. The accomplishment of these milestones indicates the completion of the DTSSAB's role in the creation of a district-wide Community Safety Well-Being Plan.

For the next phase, the Timiskaming Health Unit (THU) will be stepping into the role of point of contact. This transition speaks to the wealth of crossover between the Timiskaming Health Unit's objectives and those of the CSWB Plan.

The responsibility of the implementation of the Community Safety Well-Being Plan resides with each municipality. The Timiskaming Health Unit will move forward with those municipalities who have approved the plan at council and the contribution to the implementation of the plan in principle.

The DTSSAB appreciated the opportunity to collaborate with the steering and advisory committee in the creation of the CSWB Plan and looks forward to supporting its implementation across the district as a community partner.

Sincerely,

Chief Administrative Officer
District of Timiskaming Social Services Administration Board

PO Box 6006/CP 6006
290 Armstrong St./290, rue Armstrong
New Liskeard ON P0J 1P0

Phone/Téléphone: 705-647-7447
1-800-627-2944
Fax/Télécoleur: 705-647-5267

PO Box 310/ CP 310
29 Duncan Ave. N/29, ave Duncan N
Kirkland Lake ON P2N 3H7

Phone/Téléphone: 705-567-9366
1-888-544-5555
Fax/Télécoleur: 705-567-9492

Subject: Sale of Municipal Property -
Portion of Unopened Road
Allowance Ninth Street and
Portion of Two Lanes

Report No.: CS-021-2024

Agenda Date: June 4, 2024

Attachments

- Appendix 01:** Notice of Public Meeting
- Appendix 02:** Reference Plan No. 54R-6248
- Appendix 03:** Draft By-law to Stop Up and Close a Highway – Lane between eight and ninth streets and north of Lakeview Avenue
- Appendix 04:** Draft By-law to Stop Up and Close a Highway – All of Ninth Street North of Lakeview Avenue
- Appendix 05:** Notice to Stop Up and Close a Highway
- Appendix 06:** Draft By-law Offer of Purchase and Agreement – Lane between eight and ninth streets and north of Lakeview Avenue
- Appendix 07:** Draft By-law Offer of Purchase and Agreement – All of Ninth Street North of Lakeview Avenue

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-021-2024;
2. That Council directs staff to continue with the disposition of municipal road allowances, being:
 - a. Lane between eight and ninth streets and north of Lakeview Avenue, described as Part 1 on Plan 54R-6423, and
 - b. All of Ninth Street North of Lakeview Avenue, described as Part 2 on Plan 54R-6423;in accordance with By-law No. 2015-160; and
3. That Council directs staff to prepare the necessary by-laws to Stop and Close the above-described road allowances, and to enter into an Offer of Purchase and Sale Agreement between the City of Temiskaming Shores as Vendor, and Matthew Krul and Nerissa Doy as Purchaser, for the above-described road allowances, in the

amount of \$1,500 plus taxes (if applicable) plus all associated costs (legal, registration, survey, administration, etc.), in accordance with By-law No. 2015-160, for consideration at the June 18, 2024 Regular Council meeting.

Background

The City received a request from Matthew Krul and Nerissa Doy, to purchase unopened road allowances, being a portion of Nineth Street and a portion of two lanes. The Applicants own the residential land adjacent to the subject properties, and are seeking ownership for the following purposes:

- Portion of Nineth Street on Plan M60-NB – Seeking continuous ownership, by purchasing a portion of the road allowance.
- Portion of Two Laneways on Plan M60-NB: Seeking continuous ownership, by purchasing a portion of two laneways, for the purpose of constructing a residential dwelling.

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

In accordance with the Land Disposition By-law (No. 2015-160), notice regarding the Public Meeting for the proposed disposition, was publicized beginning November 20, 2023 via the City's Website and the City Bulletin (Speaker and Weekender Editions) (**Appendix 01**). The notice was also circulated to utility companies (Hydro, Enbridge, Bell, Eastlink, Telebec). Mailed notices were not issued as the the subject lands do not abut any other privately owned properties. No comments objecting the sale were received, but the following comments were provided by the City's Planner:

The subject properties are:

- designated Rural Area in the City's Official Plan; and
- Rural Hold 3 (RU(H3)) in the City's Zoning By-law
 - The purpose of the H3 provision is to recognize properties that are in proximity to sewage treatment and waste management sites, and ensure that the required compatibility considerations are addressed prior to the development of a sensitive use.

The Planner consulted with the Ministry of Environment, Conservation and Parks on the required and recommended separation distances from the North Cobalt Lagoons. The H3 provision in the zoning by-law states:

“Where the Ministry of Environment and Climate Change has been circulated an application for development and has no concerns, the permitted uses shall be limited to those permitted in the zone without having to remove the holding provision.”

Provided the home is located outside of the yellow and green arcs on the image below (the minimum [yellow] and suggested [green] separation distances from the lagoons per the MOECPs D-2 guideline for compatibility between sewage treatment operations and sensitive land uses), the planner had no concerns.



The residential dwelling is proposed in the area marked by a red X.

Lastly, the planner noted that the property is comprised of a number of individual lots on a plan of subdivision, and a deeming by-law will be required prior to construction.

The Public Meeting was held during the December 19, 2023 regular Council meeting, and no comments or concerns were received during the presentation. The next steps were identified to include obtaining a reference plan, the adoption of a stop-up and closure by-law for each section of road allowance, an Administrative Report to Council recommending a Purchase and Sale Agreement, and a deeming by-law to merge the properties on title.

Alternatives

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

Section 3: Disposal Methods

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

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

Section 4: Determining Fair Market Value

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

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

Submission

Prepared by:

Reviewed by:

Reviewed and submitted for Council’s consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

Logan Belanger
 Municipal Clerk

Shelly Zubyck
 Director of Corporate Services

Amy Vickery
 City Manager

**Notice of Public Meeting
Potential Sale of Municipal Land:
Portion of Unopened Road Allowance Ninth Street and Portion of Two Lanes**

Notice is hereby given in accordance with By-law No. 2015-160, in respect to the City considering the sale of a portion of Ninth Street and a portion of two Lanes, shown on Plan M60-NB.

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

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

The Public Meeting will be held:

Date: Tuesday, December 19, 2023
Time: 6:00 p.m.
Location: Council Chambers (325 Farr Drive)

Further information or written submissions:

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

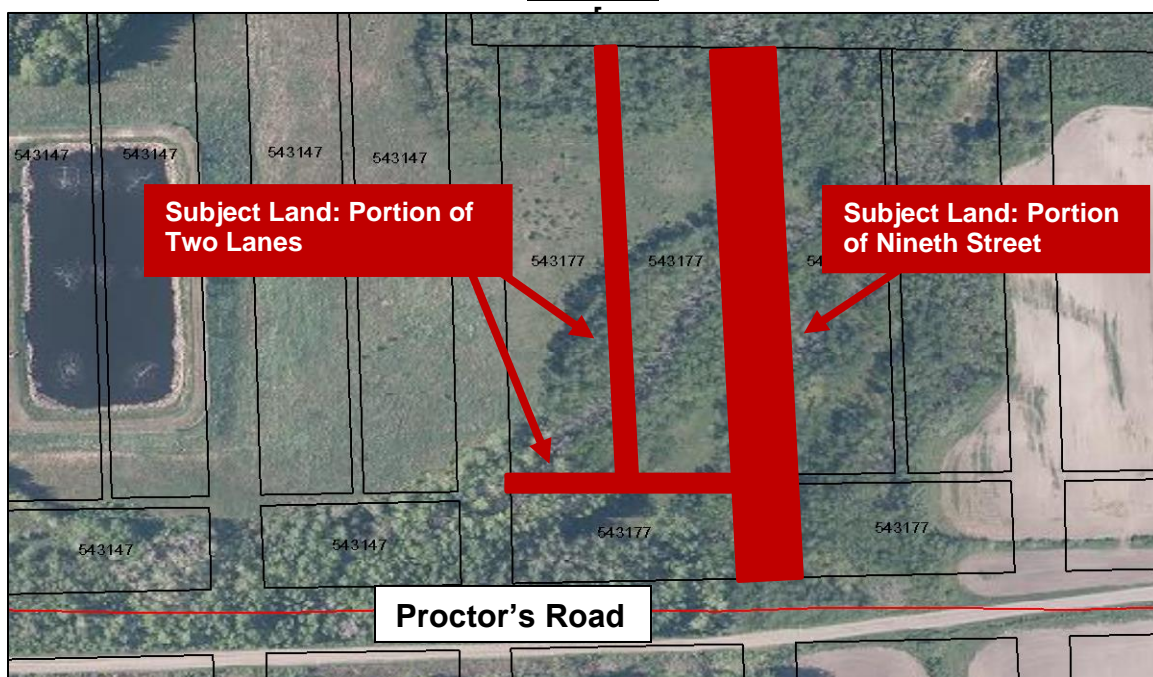
The public can provide input on the proposed sale, as follows:

- **Submit Comments in Writing:** Persons wishing to provide written comments may submit in writing, using the email address above, prior to 4:30 p.m. on Tuesday, December 19, 2023; or may submit comments to questions@temiskamingshores.ca, during the live-streamed Council meeting, viewed on the City of Temiskaming Shores Facebook page.
- **Register to Speak at the Meeting:** Persons wishing to speak to Council must register with the Clerk prior to 3:00 p.m. on Tuesday, December 19, 2023, using the above-noted email or telephone number.

Proponent / Purpose: The owner of 543177 is seeking to purchase a portion of unopened road allowance (i.e., portion of Ninth Street), and a portion of two unopened lanes, for the purpose of consolidating the land with their parcel, to construct a residential dwelling.

Description of Land: Portion of Ninth Street and a portion of two lanes, as shown below:

Key Map



This map is provided for illustrative purposes. It is not a substitute for a legal survey. May contain cartographic errors and omissions, and boundaries on aerial photos may be skewed

Dated this 20th day of November, 2023.

N 1/2 LOT 13, CONCESSION 2
REGISTERED PLAN M-63 NB
CONCESSION 2
N 1/2 LOT 14, CONCESSION 2

LEGEND

- DENOTES SURVEY MONUMENT SET
- DENOTES SURVEY MONUMENT FOUND
- IB DENOTES IRON BAR
- SIB DENOTES STANDARD IRON BAR
- SSIB DENOTES SHORT STANDARD IRON BAR
- P.I.N. DENOTES PROPERTY IDENTIFIER NUMBER
- M DENOTES MEASURED
- S DENOTES SET
- ORP DENOTES OBSERVED REFERENCE POINT
- PROP DENOTES PROPORTIONED
- HSL DENOTES H. SUTCLIFFE SURVEYING LTD
- RWF DENOTES R.W. FARRELL, O.L.S.
- P1 DENOTES REGISTERED PLAN M-60 NB
- P2 DENOTES REGISTERED PLAN M-63 NB
- P3 DENOTES PLAN 54R-4157

INTEGRATION DATA

BEARINGS ARE MTM GRID DERIVED FROM OBSERVED REFERENCE POINTS ORP 100 AND ORP 101, NAD83:CSRS:CBNv6-2010.0.

FOR BEARING COMPARISONS, A ROTATION OF 0°02'50" COUNTER-CLOCKWISE, WAS APPLIED TO THE BEARINGS FROM P1, P2, AND P3.

ALL DIMENSIONS SHOWN ARE MEASURED, UNLESS OTHERWISE NOTED.

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999901.

SCHEDULE				
PART	LOT	PLAN	P.I.N.	AREA (ha)
1	LANE BETWEEN EIGHTH AND NINTH STREETS AND NORTH OF LAKE VIEW AVENUE	REGISTERED PLAN M-60 NB	ALL OF P.I.N. 61357-0115(LT)(SRO)	0.1062
2	ALL OF NINTH STREET NORTH OF LAKE VIEW AVENUE		ALL OF P.I.N. 61357-0114(LT)(SRO)	0.4184
TOTAL AREA:				0.5246

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT

PLAN 54R-6423

RECEIVED AND DEPOSITED

DATE 2024-04-23

DATE April 25th, 2024

M.J. Simpson
M.J. SIMPSON, O.L.S.

REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF TIMISKAMING (No. 54)

COORDINATES BELOW ARE DERIVED BY OBSERVED REFERENCE FROM GPS OBSERVATIONS USING PRECISE POINT POSITIONING (PPP) SERVICE

MTM ZONE 10, NAD83:CSRS:CBNv6-2010.0 COORDINATES

COORDINATES TO URBAN ACCURACY PER SEC. 14 (2) OF O.REG. 216/10

POINT ID	NORTHING	EASTING
ORP 100	5253977.602	295496.633
ORP 101	5253981.564	295644.705

PLAN COORDINATES, MTM ZONE 10, NAD83:CSRS:CBNv6-2010.0

	NORTHING	EASTING
1	5254027.099	295720.923
2	5254235.037	295718.818

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

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

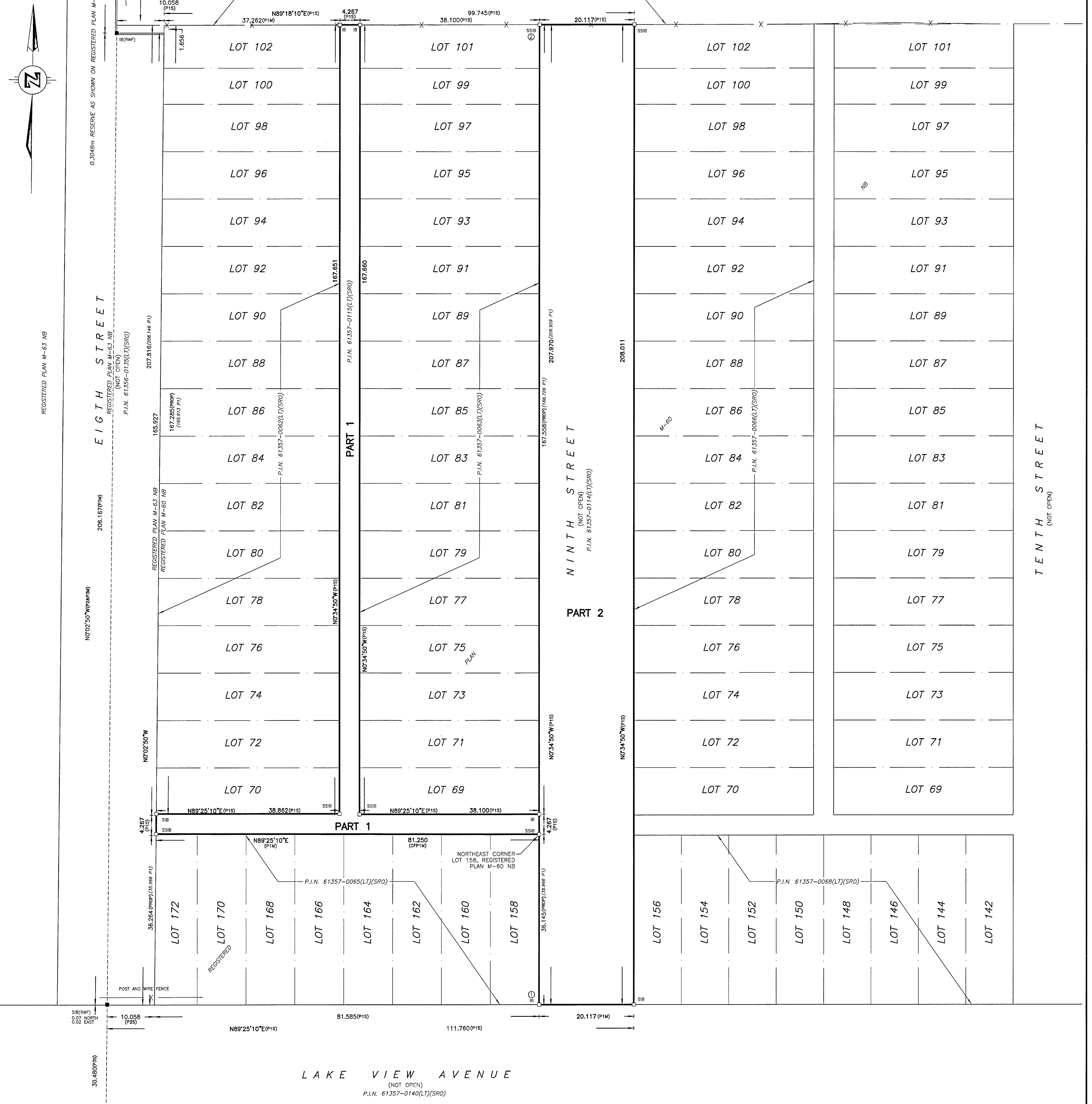
PLAN OF SURVEY
OF ALL OF
LANE BETWEEN EIGHTH AND NINTH STREETS,
AND NORTH OF LAKE VIEW AVENUE
AND ALL OF
NINTH STREET NORTH OF LAKE
VIEW AVENUE
REGISTERED PLAN M-60 NB
IN THE
MUNICIPALITY OF TIMISKAMING SHORES
DISTRICT OF TIMISKAMING

SCALE 1 : 400 (METRIC)

(SCALE IN METRES)
M.J. SIMPSON
ONTARIO LAND SURVEYOR

N 1/2 LOT 14, CONCESSION 2

P.I.N. 61357-0098(LT)(SRO)



SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

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

(2) THE SURVEY WAS COMPLETED ON THE 10th DAY OF APRIL, 2024.

APRIL 10, 2024

DATE

M.J. Simpson
M.J. SIMPSON
ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER 2215482.

Callon + Dietz INCORPORATED

ONTARIO LAND SURVEYORS

CARLETON PLACE LONDON NORTH BAY

info@callondietz.com callondietz.com

SURVEY BY: AC/DB DRAWN BY: AC FILE No: 24-25977 PLAN No: X-3679

10060

The Corporation of the City of Temiskaming Shores

By-law No. 2024-000

**Being a by-law to Stop up and Close a Highway – Lane between
eight and ninth streets and north of Lakeview Avenue, described as
Part 1 on Plan 54R-6423**

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

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

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

Whereas the provisions of Section 34 (1) of The Municipal Act, 2001, S.O., c. 25 sets out procedures for the closing of Highways; and

Whereas Council considered Administrative Report No. CS-021-2024 at the June 4, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law for the Stopping Up and Closing the lane between eight and ninth streets and north of Lakeview Avenue, described as Part 1 on Plan 54R-6423, for consideration at the June 18, 2024 Regular Council meeting.

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

1. That the lane between eight and ninth streets and north of Lakeview Avenue, described as Part 1 on Plan 54R-6423; is hereby stopped up and closed.
2. The Mayor and Clerk are authorized to sign all necessary documents in connection to this by-law.
3. That a copy of this by-law be registered at the Land Registry Office in accordance with Section 34 of (1) of the Municipal Act 2001, S.O., c. 25.
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 18th day of June, 2024.

Mayor

Clerk

DRAFT

Schedule "A"

City of Temiskaming Shores – Lane between eight and ninth streets and north of
Lakeview Avenue, described as Part 1 on Plan 54R-6423



Excerpt of Plan 54R-6423

The Corporation of the City of Temiskaming Shores

By-law No. 2024-000

**Being a by-law to Stop up and Close a Highway – All of Ninth Street
North of Lakeview Avenue, described as Part 2 on Plan 54R-6423**

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

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

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

Whereas the provisions of Section 34 (1) of The Municipal Act, 2001, S.O., c. 25 sets out procedures for the closing of Highways; and

Whereas Council considered Administrative Report No. CS-021-2024 at the June 4, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law for the Stopping Up and Closing the all of Ninth Street North of Lakeview Avenue, described as Part 2 on Plan 54R-6423, for consideration at the June 18, 2024 Regular Council meeting.

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

1. That all of Ninth Street North of Lakeview Avenue, described as Part 2 on Plan 54R-6423; is hereby stopped up and closed.
2. The Mayor and Clerk are authorized to sign all necessary documents in connection to this by-law.
3. That a copy of this by-law be registered at the Land Registry Office in accordance with Section 34 of (1) of the Municipal Act 2001, S.O., c. 25.
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 18th day of June, 2024.

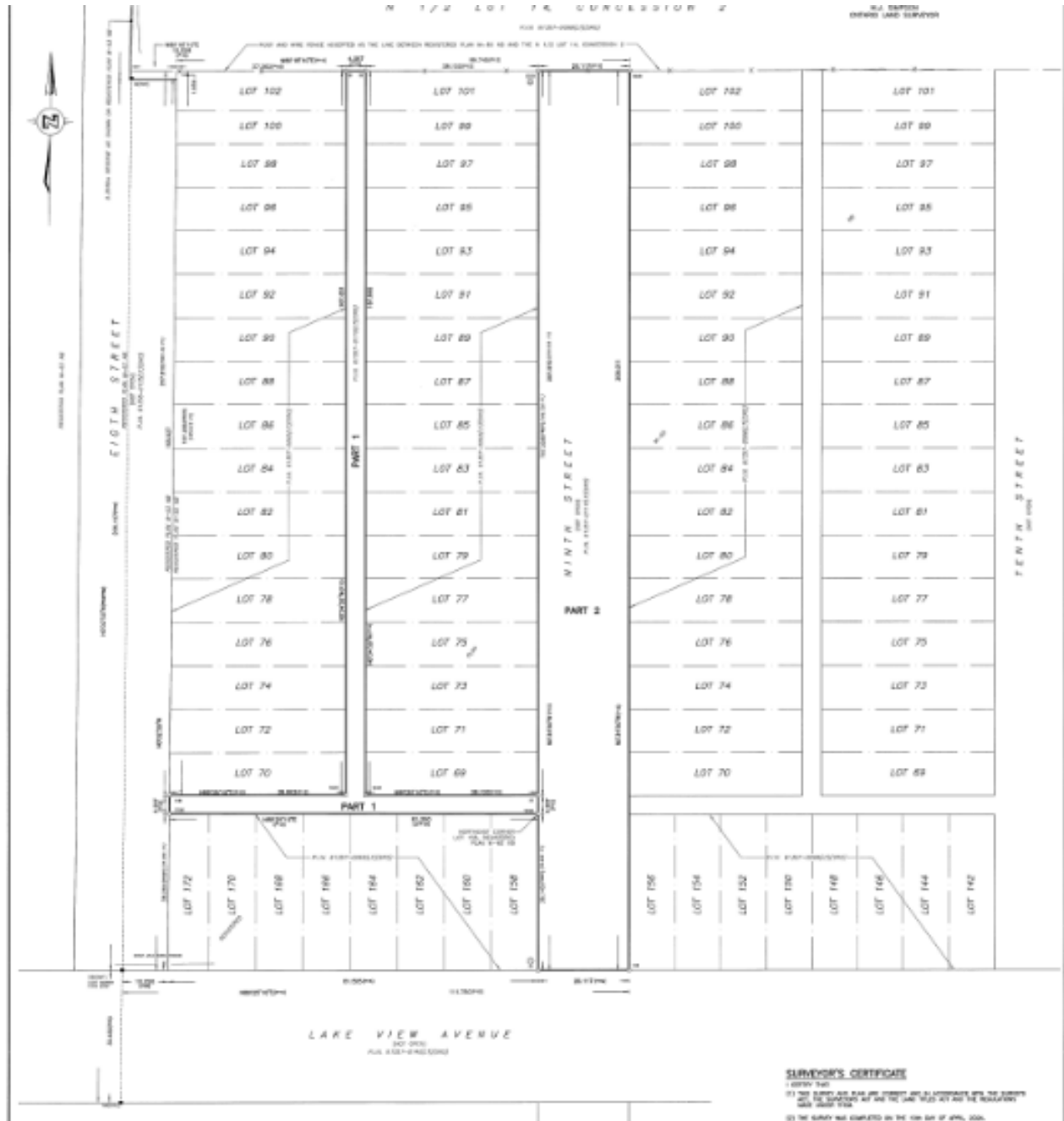
Mayor

Clerk

DRAFT

Schedule "A"

City of Temiskaming Shores – All of Ninth Street North of Lakeview Avenue, described as Part 2 on Plan 54R-6423



Excerpt of Plan 54R-6423

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

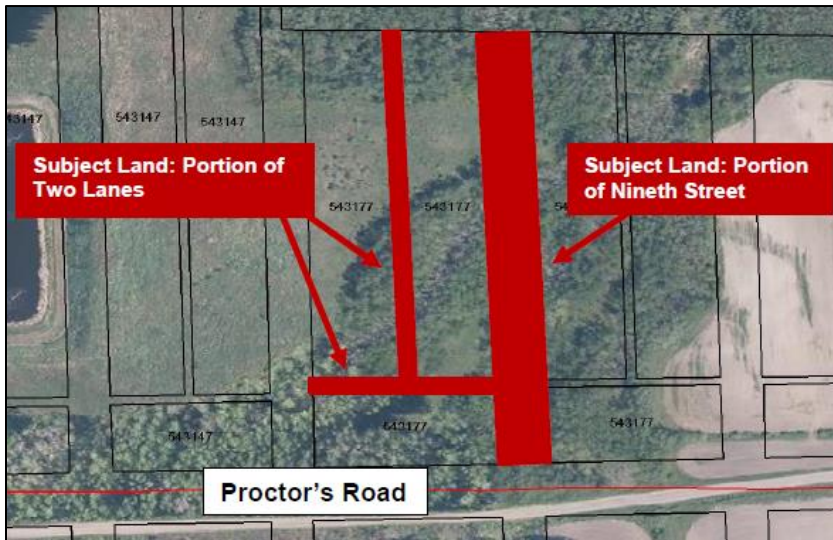
Notice is hereby given in accordance with By-law No. 2004-022 in respect to the permanent closure of a highway.

This public notice is being given to advise the public that Council will be considering the adoption of two by-laws to Stop up and Close:

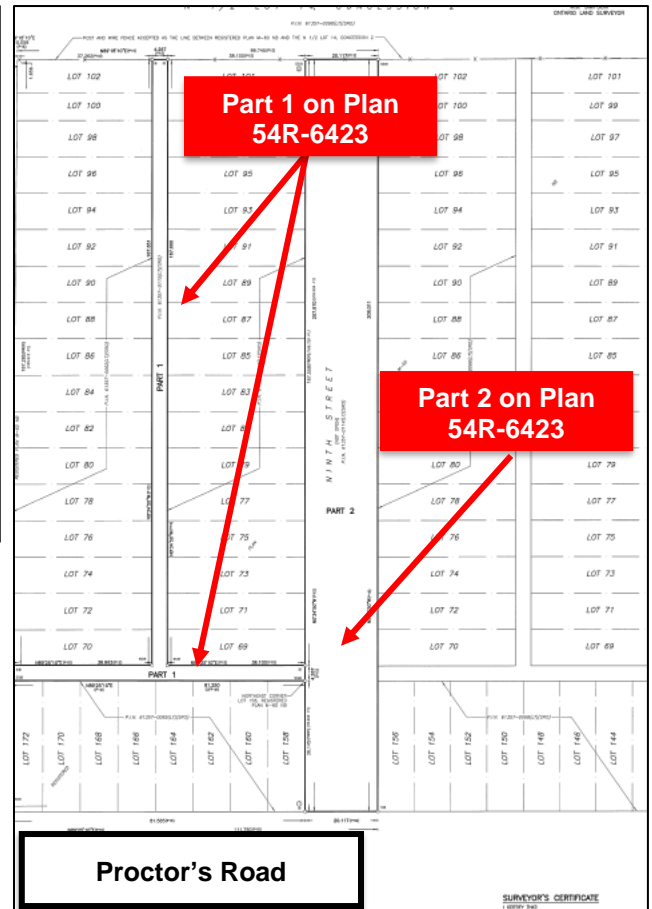
1. The lane between eight and ninth streets and north of Lakeview Avenue, described as Part 1 on Plan 54R-6423; and
2. All of Ninth Street North of Lakeview Avenue, described as Part 2 on Plan 54R-6423.

Shown in the key map below. The By-laws will be considered at the **June 18, 2024** Regular Council meeting held in Council Chambers at City Hall – 325 Farr Drive in Haileybury, commencing at 6:00 p.m.

Key Map



This map is provided for illustrative purposes.



Excerpt of Plan 54R-6423

Further information:

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

Dated: May 31, 2024

The Corporation of the City of Temiskaming Shores

By-law No. 2024-000

**Being a by-law to authorize the Sale of Land for the Lane
between eight and ninth streets and north of Lakeview
Avenue, described as Part 1 on Plan 54R-6423 to
Matthew Krul and Nerissa Doy**

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

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

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

Whereas By-law No. 2015-160 establishes procedures for the disposal of real property, including the giving of notice to the public, governing the sale of land; and

Whereas Council considered Administrative Report No. CS-021-2024 at the June 4, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into an Agreement of Purchase and Sale with Matthew Krul and Nerissa Doy for municipal real property, for consideration at the June 18, 2024 Regular Council meeting.

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

1. That Council hereby confirms the procedures set forth in By-law No. 2015-160 have been followed by the municipality in order to allow for the sale of lands herein after referred to in this By-law.
2. That Council authorizes the entering into an Agreement of Purchase and Sale between Matthew Krul and Nerissa Doy as Purchasers and The Corporation of the City of Temiskaming Shores as Vendor, in the form annexed hereto as Schedule "A" and forming part of this by-law.
3. That Council agrees to sell the subject land in the amount of \$500.00, plus applicable taxes and other such considerations outlined in the said agreement, for the land described as:

Lane between eight and ninth streets and north of Lakeview Avenue, described as
Part 1 on Plan 54R-6423

DRAFT

4. The Mayor and Clerk are authorized to sign all necessary documents in connection to this by-law.
5. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 18th day of June, 2024.

Mayor

Clerk

Offer to Purchase

Matthew Krul and Nerissa Doy

(as "Purchaser"), having inspected the property, hereby agree to and with

The Corporation of the City of Temiskaming Shores,

(as "Vendor") to purchase the property being:

Lane between eight and ninth streets and north of Lakeview Avenue,
described as Part 1 on Plan 54R-6423

(herein called the "Real Property") at the purchase price of five-hundred dollars (\$500.00) payable to the Vendor, subject to adjustments, on the closing date hereinafter set forth.

The Purchaser acknowledges that the land forming part of this transaction is being purchased in an "as is where is" condition without any representations or warranties whatsoever.

Legal Fees

The Parties agree that the Purchaser will pay the Vendor's reasonable legal fees for the transaction.

Costs of Registration

The Purchaser shall pay all costs of registration and taxes for both parties documents.

Road Closing By-Law

The Purchaser and the Vendor acknowledge and agree that a Stop Up and Road Closing By-Law is required as a condition of this transaction. The Purchaser agrees that he shall be fully responsible for the reasonable legal costs relating to the registration of the said By-Law.

The Purchaser further agrees that he shall be fully responsible for the costs of obtaining the reference plan that shall be required as part of this said By-Law. The Purchaser and Vendor agree that this By-Law must be registered prior to closing and that the Closing Date may be extended as required to permit this.

Release of Information

Vendor authorizes the release of any information relating to the Real Property to the Purchaser and the Purchaser's solicitor by any governmental body or authority and appoints the Purchaser and the Purchaser's solicitor as its agent for the purpose. Without limiting the generality of the foregoing the Vendor consents to the disclosure to the Purchaser and the Purchaser's solicitor of any information relating to the Real Property or the use thereof pursuant to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990. C.F. 31 and the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C. M. 56.

Deficiency Notices and Work Orders

The Vendor represents that as at the date of acceptance hereof the Vendor has not received from any municipal or other governmental authority any deficiency notice or work order affecting the Real Property pursuant to which any deficiencies are required to be remedied or any demolition, repairs or replacements are required to be carried out. If the Vendor receives any such deficiency notice or work order after the date of acceptance hereof, the Vendor shall forthwith produce same to the Purchaser for inspection. If by the date of closing the Vendor has not either (a) complied with such deficiency notice or work order, or (b) settled with the Purchaser any question of an abatement of the purchase price arising out of such deficiency notice or work order, the Purchaser may at his option either (a) accept the Real Property subject to such deficiency notice or work order or (b) terminate this Agreement. In the event of termination as aforesaid, all moneys paid hereunder shall be returned to the Purchaser without interest or deductions.

Adoption of LSUC – OBA Document Registration Agreement

Provided the solicitors for each of the Vendor and the Purchaser are able to complete transactions using electronic registration, the parties agree to complete this transaction using electronic registration, to adopt the LSUC-OBA Document Registration Agreement in use on the Closing Date, and to abide by, and instruct their solicitors to abide by, the closing procedures set forth therein for electronic registration.

Acceptance

This Offer shall be irrevocable by the Purchaser until **11:59 P.M. on the 15th day after the date of signing the offer**, after which time, if not accepted, this Offer shall be null and void.

Title

Title to the Real Property shall be good and free from all encumbrances, except as set out in this Agreement, and except local rates, and except as to any registered restrictions or covenants that run with the land, and subdivision agreements with the municipality, provided the same have been complied with, and except for minor easements for hydro, gas, telephone or like services. Purchaser shall accept the Real Property subject to municipal and other governmental requirements, including building and zoning by-laws, regulations and orders, provided same have been complied with.

Requisitions

Purchaser shall be allowed until closing to investigate the title at his own expense and to satisfy himself that there is no breach of municipal or other governmental requirements affecting the Real Property, that its present use may be lawfully continued and that the principal buildings may be insured against risk of fire. If within that time any valid objection to title or to any breach of municipal or other governmental requirements, or to the fact that the present use may not be lawfully continued, or that the principal buildings may not be insured against risk of fire, which the Vendor is unable or unwilling to remove, remedy

or satisfy, and which the Purchaser will not waive, this Agreement shall notwithstanding any intermediate acts or negotiations, be null and void and the deposit money returned to the Purchaser, without interest or deduction, and the Vendor shall not be liable for any costs or damages whatever. Save as to any valid objection so made within such time the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the Real Property.

Surveys and Documents

The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except such as are in the possession or control of the Vendor. The Vendor agrees that he will deliver any existing survey to the Purchaser as soon as possible and prior to the last day allowed for examining title. In the event that a discharge of any mortgage or charge held by a Chartered Bank, Trust Company, Credit Union or Insurance Company which is not to be assumed by the Purchaser on completion, is not available in registrable form on completion, the Purchaser agrees to accept the Vendor's solicitor's personal undertaking to obtain, out of the closing funds, a discharge or cessation of charge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion the Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by the Vendor directing payment to the mortgagee, of the amount required to obtain the discharge out of the balance due on completion.

Closing

This Agreement shall be completed on or before July 19, 2024 on which date vacant possession of the Real Property shall be given to the Purchaser unless otherwise provided for herein.

Inspection of Property

The Purchaser acknowledges having inspected the Real Property prior to submitting this Offer and understands that upon the Vendor accepting this offer there shall be a binding Agreement of Purchase and Sale between the Purchaser and the Vendor. The Purchaser shall be entitled to inspect the Real Property immediately prior to the date for completion.

Adjustments

Unearned fire insurance premiums, fuel, taxes, rentals and all local improvements and water rates and other charges for municipal improvements to be apportioned and allowed to the date of completion of sale (the day itself to be apportioned to the Purchaser). Provided Purchaser may elect not to accept assignment of fire insurance in which case no adjustment for insurance premiums.

Costs

The deed or transfer, save for Land Transfer Tax Affidavit, to be prepared at the expense

of the Vendor in a form acceptable to the Purchaser and if a mortgage or charge is to be given back, it shall be prepared at the expense of the Purchaser in a form acceptable to the Vendor.

Planning Act Compliance

This Agreement shall be effective only if the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, C.P. 13 as amended, are complied with, and the Vendor agrees, at his expense, to comply with such provisions and to proceed diligently with the application for such compliance, if necessary.

The Transfer/Deed of Land to be given to the Purchaser shall contain a statement of the Vendor and the Vendor's solicitor pursuant to section 50(22) of the *Planning Act*, R.S.O. 1990, C.P. 13 as amended.

Spousal Consent

The Vendor represents and warrants that no consent to this transaction is required pursuant to s.21(1) of the *Family Law Act*, R.S.O. 1990, C.F. 3 unless the Vendor's spouse has executed this agreement to consent thereto, and that the Transfer/Deed shall contain a statement by the Vendor as required by section 21(3) of the *Family Law Act*, R.S.O. 1990, C.F. 13 or the spouse of the Vendor shall execute the Transfer/Deed to consent thereto.

Residency of Vendor

Vendor further agrees to produce evidence that he is not now and that on closing he will not be a non-resident of Canada within the meaning of s.116 of the *Income Tax Act* of Canada, or in the alternative, evidence that the provisions of s.116 regarding disposition of property by a non-resident person have been complied with at or before closing, failing which the Purchaser will be credited towards the purchase price with the amount, if any, which shall be necessary for the Purchaser to pay to the Minister of Revenue in order to satisfy the Purchaser's liability in respect of tax payable by the Vendor under S. 116 of the *Income Tax Act* of Canada by reason of the sale.

Facsimile

Either party may execute this document by signing a facsimile thereof. The parties agree that execution by any party of a facsimile shall be in all respects identical to execution of an original or photocopy. The parties agree to accept a facsimile of the signature of any party as evidence of the fact that the agreement has been executed by that party. In all respects a facsimile signature may be accepted as having the same effect as an original signature.

Counterpart

This agreement may but need not be executed in counterpart.

Time of Essence

This Offer, when accepted, shall constitute a binding contract of purchase and sale, and time in all respects shall be of the essence in this Agreement.

H.S.T.

If this transaction is subject to Harmonized Sales Tax (HST) pursuant to the Excise Tax Act (Canada) as amended (the "Act") then such HST shall be in addition to and not included in the purchase price, and:

- (a) HST shall be collected and remitted by the Vendor in accordance with the applicable legislation; or
- (b) If applicable, the parties shall jointly execute an election pursuant to Act, such election to be filed by the Purchaser as required under the Act; or
- (c) If the Purchaser is registered under the Act, the Purchaser shall provide the Vendor and its solicitor with proof of his/her HST registration number in a form reasonably satisfactory to the Vendor and its solicitor.

If this transaction is not subject to HST pursuant to the Act, the Vendor agrees to provide on or before closing to the Purchase or Purchaser's solicitor a certificate in the form prescribed by the Act, if so prescribed, or otherwise in a form reasonably satisfactory to the Purchase and his/her solicitor certifying that the transaction is not subject to HST.

Representations and Warranties

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Real Property or supported hereby other than as expressed herein in writing.

Tender

Any tender of documents or money hereunder may be made upon the Vendor or Purchaser or upon the solicitor acting for the party on whom tender is desired, and it shall be sufficient that a cheque certified by a chartered bank or a trust company or the trust cheque of the law firm acting for the party desiring such tender be tendered instead of cash.

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 _____, 2024.

in the presence of:

Purchaser: Matthew Krul and Nerissa Doy

Matthew Krul

Purchaser's Address:

[REDACTED]

Nerissa Doy

The Vendor hereby accepts the above offer.

Dated at the _____ this _____ day of _____, 2024.

Vendor: The Corporation of the City of Temiskaming Shores

Mayor – Jeff Laferriere

Clerk – Logan Belanger

Vendor's Address:

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

Attn.: Logan Belanger, Clerk

We have authority to bind the Corporation.

Purchaser's Solicitor:

Ramsay Law Office
P.O. Box 160
18 Armstrong Street
New Liskeard, ON P0J 1P0

Phone Number: (705) 647-4010

Vendor's Solicitor:

Kemp Pirie Crombeen
P.O. Box 1540
22 Armstrong Street
New Liskeard, ON P0J 1P0

Phone Number: (705) 647-7353

The Corporation of the City of Temiskaming Shores

By-law No. 2024-000

**Being a by-law to authorize the Sale of Land for all of
Ninth Street North of Lakeview Avenue, described as
Part 2 on Plan 54R-6423 to Matthew Krul and Nerissa Doy**

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

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

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

Whereas By-law No. 2015-160 establishes procedures for the disposal of real property, including the giving of notice to the public, governing the sale of land; and

Whereas Council considered Administrative Report No. CS-021-2024 at the June 4, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into an Agreement of Purchase and Sale with Matthew Krul and Nerissa Doy for municipal real property, for consideration at the June 18, 2024 Regular Council meeting.

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

1. That Council hereby confirms the procedures set forth in By-law No. 2015-160 have been followed by the municipality in order to allow for the sale of lands herein after referred to in this By-law.
2. That Council authorizes the entering into an Agreement of Purchase and Sale between Matthew Krul and Nerissa Doy as Purchasers and The Corporation of the City of Temiskaming Shores as Vendor, in the form annexed hereto as Schedule "A" and forming part of this by-law.
3. That Council agrees to sell the subject land in the amount of \$500.00, plus applicable taxes and other such considerations outlined in the said agreement, for the land described as:

All of Ninth Street North of Lakeview Avenue, described as Part 2 on Plan 54R-6423

4. The Mayor and Clerk are authorized to sign all necessary documents in connection to this by-law.
5. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 18th day of June, 2024.

Mayor

Clerk

Offer to Purchase

Matthew Krul and Nerissa Doy

(as "Purchaser"), having inspected the property, hereby agree to and with

The Corporation of the City of Temiskaming Shores,

(as "Vendor") to purchase the property being:

All of Ninth Street North of Lakeview Avenue, described as Part 2 on
Plan 54R-6423

(herein called the "Real Property") at the purchase price of one-thousand dollars (\$1,000.00) payable to the Vendor, subject to adjustments, on the closing date hereinafter set forth.

The Purchaser acknowledges that the land forming part of this transaction is being purchased in an "as is where is" condition without any representations or warranties whatsoever.

Legal Fees

The Parties agree that the Purchaser will pay the Vendor's reasonable legal fees for the transaction.

Costs of Registration

The Purchaser shall pay all costs of registration and taxes for both parties documents.

Road Closing By-Law

The Purchaser and the Vendor acknowledge and agree that a Stop Up and Road Closing By-Law is required as a condition of this transaction. The Purchaser agrees that he shall be fully responsible for the reasonable legal costs relating to the registration of the said By-Law.

The Purchaser further agrees that he shall be fully responsible for the costs of obtaining the reference plan that shall be required as part of this said By-Law. The Purchaser and Vendor agree that this By-Law must be registered prior to closing and that the Closing Date may be extended as required to permit this.

Release of Information

Vendor authorizes the release of any information relating to the Real Property to the Purchaser and the Purchaser's solicitor by any governmental body or authority and appoints the Purchaser and the Purchaser's solicitor as its agent for the purpose. Without limiting the generality of the foregoing the Vendor consents to the disclosure to the Purchaser and the Purchaser's solicitor of any information relating to the Real Property or the use thereof pursuant to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C.F. 31 and the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C. M. 56.

Deficiency Notices and Work Orders

The Vendor represents that as at the date of acceptance hereof the Vendor has not received from any municipal or other governmental authority any deficiency notice or work order affecting the Real Property pursuant to which any deficiencies are required to be remedied or any demolition, repairs or replacements are required to be carried out. If the Vendor receives any such deficiency notice or work order after the date of acceptance hereof, the Vendor shall forthwith produce same to the Purchaser for inspection. If by the date of closing the Vendor has not either (a) complied with such deficiency notice or work order, or (b) settled with the Purchaser any question of an abatement of the purchase price arising out of such deficiency notice or work order, the Purchaser may at his option either (a) accept the Real Property subject to such deficiency notice or work order or (b) terminate this Agreement. In the event of termination as aforesaid, all moneys paid hereunder shall be returned to the Purchaser without interest or deductions.

Adoption of LSUC – OBA Document Registration Agreement

Provided the solicitors for each of the Vendor and the Purchaser are able to complete transactions using electronic registration, the parties agree to complete this transaction using electronic registration, to adopt the LSUC-OBA Document Registration Agreement in use on the Closing Date, and to abide by, and instruct their solicitors to abide by, the closing procedures set forth therein for electronic registration.

Acceptance

This Offer shall be irrevocable by the Purchaser until **11:59 P.M. on the 15th day after the date of signing the offer**, after which time, if not accepted, this Offer shall be null and void.

Title

Title to the Real Property shall be good and free from all encumbrances, except as set out in this Agreement, and except local rates, and except as to any registered restrictions or covenants that run with the land, and subdivision agreements with the municipality, provided the same have been complied with, and except for minor easements for hydro, gas, telephone or like services. Purchaser shall accept the Real Property subject to municipal and other governmental requirements, including building and zoning by-laws, regulations and orders, provided same have been complied with.

Requisitions

Purchaser shall be allowed until closing to investigate the title at his own expense and to satisfy himself that there is no breach of municipal or other governmental requirements affecting the Real Property, that its present use may be lawfully continued and that the principal buildings may be insured against risk of fire. If within that time any valid objection to title or to any breach of municipal or other governmental requirements, or to the fact that the present use may not be lawfully continued, or that the principal buildings may not be insured against risk of fire, which the Vendor is unable or unwilling to remove, remedy

or satisfy, and which the Purchaser will not waive, this Agreement shall notwithstanding any intermediate acts or negotiations, be null and void and the deposit money returned to the Purchaser, without interest or deduction, and the Vendor shall not be liable for any costs or damages whatever. Save as to any valid objection so made within such time the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the Real Property.

Surveys and Documents

The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except such as are in the possession or control of the Vendor. The Vendor agrees that he will deliver any existing survey to the Purchaser as soon as possible and prior to the last day allowed for examining title. In the event that a discharge of any mortgage or charge held by a Chartered Bank, Trust Company, Credit Union or Insurance Company which is not to be assumed by the Purchaser on completion, is not available in registrable form on completion, the Purchaser agrees to accept the Vendor's solicitor's personal undertaking to obtain, out of the closing funds, a discharge or cessation of charge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion the Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by the Vendor directing payment to the mortgagee, of the amount required to obtain the discharge out of the balance due on completion.

Closing

This Agreement shall be completed on or before July 19, 2024 on which date vacant possession of the Real Property shall be given to the Purchaser unless otherwise provided for herein.

Inspection of Property

The Purchaser acknowledges having inspected the Real Property prior to submitting this Offer and understands that upon the Vendor accepting this offer there shall be a binding Agreement of Purchase and Sale between the Purchaser and the Vendor. The Purchaser shall be entitled to inspect the Real Property immediately prior to the date for completion.

Adjustments

Unearned fire insurance premiums, fuel, taxes, rentals and all local improvements and water rates and other charges for municipal improvements to be apportioned and allowed to the date of completion of sale (the day itself to be apportioned to the Purchaser). Provided Purchaser may elect not to accept assignment of fire insurance in which case no adjustment for insurance premiums.

Costs

The deed or transfer, save for Land Transfer Tax Affidavit, to be prepared at the expense

of the Vendor in a form acceptable to the Purchaser and if a mortgage or charge is to be given back, it shall be prepared at the expense of the Purchaser in a form acceptable to the Vendor.

Planning Act Compliance

This Agreement shall be effective only if the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, C.P. 13 as amended, are complied with, and the Vendor agrees, at his expense, to comply with such provisions and to proceed diligently with the application for such compliance, if necessary.

The Transfer/Deed of Land to be given to the Purchaser shall contain a statement of the Vendor and the Vendor's solicitor pursuant to section 50(22) of the *Planning Act*, R.S.O. 1990, C.P. 13 as amended.

Spousal Consent

The Vendor represents and warrants that no consent to this transaction is required pursuant to s.21(1) of the *Family Law Act*, R.S.O. 1990, C.F. 3 unless the Vendor's spouse has executed this agreement to consent thereto, and that the Transfer/Deed shall contain a statement by the Vendor as required by section 21(3) of the *Family Law Act*, R.S.O. 1990, C.F. 13 or the spouse of the Vendor shall execute the Transfer/Deed to consent thereto.

Residency of Vendor

Vendor further agrees to produce evidence that he is not now and that on closing he will not be a non-resident of Canada within the meaning of s.116 of the *Income Tax Act* of Canada, or in the alternative, evidence that the provisions of s.116 regarding disposition of property by a non-resident person have been complied with at or before closing, failing which the Purchaser will be credited towards the purchase price with the amount, if any, which shall be necessary for the Purchaser to pay to the Minister of Revenue in order to satisfy the Purchaser's liability in respect of tax payable by the Vendor under S. 116 of the *Income Tax Act* of Canada by reason of the sale.

Facsimile

Either party may execute this document by signing a facsimile thereof. The parties agree that execution by any party of a facsimile shall be in all respects identical to execution of an original or photocopy. The parties agree to accept a facsimile of the signature of any party as evidence of the fact that the agreement has been executed by that party. In all respects a facsimile signature may be accepted as having the same effect as an original signature.

Counterpart

This agreement may but need not be executed in counterpart.

Time of Essence

This Offer, when accepted, shall constitute a binding contract of purchase and sale, and time in all respects shall be of the essence in this Agreement.

H.S.T.

If this transaction is subject to Harmonized Sales Tax (HST) pursuant to the Excise Tax Act (Canada) as amended (the "Act") then such HST shall be in addition to and not included in the purchase price, and:

- (a) HST shall be collected and remitted by the Vendor in accordance with the applicable legislation; or
- (b) If applicable, the parties shall jointly execute an election pursuant to Act, such election to be filed by the Purchaser as required under the Act; or
- (c) If the Purchaser is registered under the Act, the Purchaser shall provide the Vendor and its solicitor with proof of his/her HST registration number in a form reasonably satisfactory to the Vendor and its solicitor.

If this transaction is not subject to HST pursuant to the Act, the Vendor agrees to provide on or before closing to the Purchase or Purchaser's solicitor a certificate in the form prescribed by the Act, if so prescribed, or otherwise in a form reasonably satisfactory to the Purchase and his/her solicitor certifying that the transaction is not subject to HST.

Representations and Warranties

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Real Property or supported hereby other than as expressed herein in writing.

Tender

Any tender of documents or money hereunder may be made upon the Vendor or Purchaser or upon the solicitor acting for the party on whom tender is desired, and it shall be sufficient that a cheque certified by a chartered bank or a trust company or the trust cheque of the law firm acting for the party desiring such tender be tendered instead of cash.

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 _____, 2024.

in the presence of:

Purchaser: **Matthew Krul and Nerissa Doy**

Purchaser's Address:

[REDACTED]

Matthew Krul

Nerissa Doy

The Vendor hereby accepts the above offer.

Dated at the _____ this _____ day of _____, 2024.

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

Mayor – Jeff Laferriere

Clerk – Logan Belanger

Vendor's Address:

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

Attn.: Logan Belanger, Clerk

We have authority to bind the Corporation.

Purchaser's Solicitor:

Ramsay Law Office
P.O. Box 160
18 Armstrong Street
New Liskeard, ON P0J 1P0

Phone Number: (705) 647-4010

Vendor's Solicitor:

Kemp Pirie Crombeen
P.O. Box 1540
22 Armstrong Street
New Liskeard, ON P0J 1P0

Phone Number: (705) 647-7353

Subject: FedNor Funding for Northern Ontario Mining Showcase at MINExpo 2024 **Report No.:** CS-022-2024
Agenda Date: June 4, 2024

Attachments

Appendix 01: Draft By-law - Contribution Agreement Project No. 515336

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-022-2024; and
2. That Council directs staff to prepare the necessary by-law to enter a funding agreement with FedNor for the Northern Ontario Mining Showcase at MINExpo for consideration at the June 18, 2024 Regular Council meeting.

Background:

FedNor has supported the City to lead a pavilion of Northern Ontario businesses at the Prospectors and Developers Association of Canada (PDAC) conference for the past 10 years and the Canadian Institute of Mining, Metallurgy and Petroleum (CIM) Convention for the past 5 years. Exhibitors are Northern Ontario mining supply companies and not for profit support services to the mining supply industry.

Analysis:

MINExpo is one of the largest mining trade shows in the world and is held every four years in Las Vegas. Over 3,000 exhibitors and over 50,000 attendees will visit the trade show over the three days from September 23 to 25. This scale of event will provide even better visibility to Northern Ontario mining supply and service companies than they currently receive at other trade shows that we have attended in the past.

During CIM 2024, we spoke with the representative businesses and more than 60% of those in attendance agreed that participation in the MINExpo event would be beneficial to their business operations. The timing of this event is quite close, so we will need to get the application and registration process up and running quickly to enable businesses to get registered and make travel preparations.

Financial / Staffing Implications

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

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

The City will have no financial contribution toward the event. All costs will be covered by either FedNor or the participating businesses.

The Economic Development Officer will spend time planning and at the event. This cost will be borne by the City. An event coordinator will be hired to complete the daily tasks however, many meetings, emails and calls will be required.

The project budget for the 2024 MINExpo event is \$375,000 of which \$344,000 is expected to come from FedNor and the remaining \$31,000 will be paid by the participants.

Alternatives

No alternatives were considered during 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 Zubyck, CHRP Director of Corporate Services	Amy Vickery City Manager



FedNor
19 Lisgar Street
Suite 307
Sudbury, Ontario
P3E 3L4

FedNor
19 rue Lisgar
Bureau 307
Sudbury (Ontario)
P3E 3L4

May 24, 2024

Project Number: 852-515336

His Worship Jeff Laferrière
Mayor
The Corporation of the City of Temiskaming Shores
325 Farr Drive, P.O. Box 2050
Haileybury ON P0J 1K0

Dear Mayor Laferrière:

Re: Contribution to The Corporation of the City of Temiskaming Shores

I am pleased to advise that FedNor is prepared to provide support of up to \$344,000 towards hosting the Northern Ontario Mining Showcase at the 2024 MinExpo International.

Enclosed you will find a Contribution Agreement setting out the terms for our support. Please make note of section 9.0 of your Agreement referring to announcements and FedNor funding acknowledgement. You will be contacted by FedNor to arrange details for the official announcement and until then we ask that you refrain from publicly referencing or announcing the project approval. Mr. Guy Paquette of our North Bay office is available to answer any questions you may have and may be reached at (705) 471-8221 or toll-free at 1-877-333-6673 ext. 8221. I would ask that you return a signed copy of the contract to my attention in our Sudbury office to acknowledge your acceptance.

This Contribution Agreement is open for acceptance for 60 days from the date that appears on its face after which time it will become null and void. The date of acceptance shall be the date the duplicate copy of this Agreement, unconditionally accepted and duly executed by the Recipient, is received by my office.

May I offer my best wishes to The Corporation of the City of Temiskaming Shores.

Yours sincerely,

Perreault, Lucie Digitally signed by Perreault, Lucie
Date: 2024.05.24 15:27:53 -04'00'

Lucie Perreault
Executive Director
Federal Economic Development Agency for Northern Ontario (FedNor)

c.c. Mr. James Franks, Economic Development Officer
c.c. Mrs. Stephanie Leveille, Treasurer

The Corporation of the City of Temiskaming Shores
By-law No. 2024-000

Being a by-law to enter into an agreement with the Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario, for the Northern Ontario Mining Showcase (NOMS) at the MinExpo International – September 25-27, 2024 (Project No. 852-515336)

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

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

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

Whereas Council considered Administrative Report No. CS-022-2024 at June 4, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into an agreement with the Federal Economic Development Agency for Northern Ontario for the Northern Ontario Mining Showcase (NOMS) at the 2024 at the MinExpo International, held in Las Vegas from September 25-27, 2024, for consideration at the June 18, 2024 Regular Council meeting.

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

1. That the Mayor and Clerk be authorized to enter into a funding agreement with the Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and the Minister responsible for the Federal Economic Development Agency for Northern Ontario, for the Northern Ontario Mining Showcase (NOMS) at the 2024 at the MinExpo International, held in Las Vegas from September 25-27, 2024, for support of up to \$344,000, a copy attached hereto as Schedule "A" and forming part of this by-law.
2. That the Mayor and Clerk have the delegation of authority to execute any and all required documentation and amendments, on behalf of the City of Temiskaming Shores, as required under the Contribution Agreement, as long as the amendments do not create any financial liability for the City that is beyond a budget approved by Council.

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

Read a first, second and third time and finally passed this 18th day of June, 2024.

Mayor

Clerk

DRAFT



Schedule "A" to

By-law No. 2024-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

The Federal Economic Development Agency for Northern Ontario

as represented by the Minister of Indigenous Services and
the Minister responsible for the Federal Economic
Development Agency for Northern Ontario

Project No. 852-515336



FedNor
19 Lisgar Street
Suite 307
Sudbury, Ontario
P3E 3L4

FedNor
19 rue Lisgar
Bureau 307
Sudbury (Ontario)
P3E 3L4

Protected B

Project Number: 852-515336

THIS AGREEMENT made as of: May 24, 2024

BETWEEN

The Federal Economic Development Agency for Northern Ontario (the “Agency”)
As represented by the Minister of Indigenous Services and Minister responsible for the Federal
Economic Development Agency for Northern Ontario

– AND –

The Corporation of the City of Temiskaming Shores
(the "Recipient")

WHEREAS in response to an application from the Recipient received April 18, 2024, the Agency has agreed to provide a non-repayable Contribution to the Recipient (the Agency and the Recipient collectively referred to as the Parties and individually as a Party) under the Regional Economic Growth through Innovation for the Project described in Annex 1 on the terms and conditions herein contained.

IN CONSIDERATION of the mutual covenants and agreements herein contained (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto hereby covenant and agree as follows:

1.0 The Agreement

1.1 a) The following Annexes form part of this Agreement:

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

(collectively the "Agreement")

This Agreement supersedes all prior agreements, documents, undertakings and negotiations, whether oral or written of the Parties, related to its subject matter.

b) Neither this Agreement nor any part thereof shall be assigned by the Recipient without the prior written consent of the Agency.

c) This Agreement shall enure to the benefit of and be binding upon the Recipient, its successors and permitted assigns.

d) No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.

1.2 Precedence

In the event of, and only to the extent of, any conflict or inconsistency between the part of the Agreement that precedes the signatures of the Parties, and the annexes that follow, the part of this Agreement that precedes the signatures of the Parties shall apply. The order of precedence amongst the annexes of this Agreement will be:

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

1.3 Headings

The headings used in this Agreement are inserted for convenience of reference only and shall not affect its interpretation.

1.4 Date of Acceptance

The date of acceptance shall be the date the duplicate copy of this Agreement, unconditionally accepted and duly executed by the Recipient, is received by the Agency (the "Date of Acceptance").

1.5 Duration of Agreement

This Agreement comes into force on the Date of Acceptance and will terminate twelve (12) months after:

- a) the Completion Date; or
- b) upon the date on which all amounts due by the Recipient to the Agency under this Agreement, have been paid in full,

whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

1.6 Survival

Notwithstanding the provisions of subsection 1.5 above, the rights and obligations of the Parties set forth in the following sections, shall survive the expiry or early termination of this Agreement, and shall remain in full force and effect for a period of six (6) years after the expiry or early termination of this Agreement:

- a) Section 4 – Total Canadian Government Funding
- b) Section 7 – Monitoring and Audit
- c) Section 8 – Representations
- d) Section 11 – Indemnification and Limitation of Liability
- e) Section 12 – Default and Remedies
- f) Section 13 – General

2.0 **The Project**

2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before May 14, 2024 (the "Commencement Date") and is completed on or before October 31, 2024 (the "Completion Date").

2.2 The Recipient shall not alter the scope, timing or location of the Project without the prior written consent of the Agency.

3.0 The Contribution

3.1 The Agency will make a Contribution (the "Contribution") to the Recipient in respect of the Project in an amount not exceeding the lesser of:

- a) 100% of the incurred Eligible & Supported Costs of \$344,000 of the Project outlined in Annex 1, and
- b) \$344,000.

3.2 The Agency shall not normally contribute to any Eligible and Supported Costs incurred prior to April 18, 2024 or later than the Completion Date.

The Agency shall not make any payment of the Contribution in respect of costs for which the Recipient has entered into a legal commitment prior to the Application Received Date.

3.3 Notwithstanding 3.2 the Agency may, at its sole discretion, limit to 10% of the Contribution the amount paid towards Eligible and Supported Costs incurred by the Recipient between the date that the completed and signed Application was received and the Commencement Date.

3.4 The Recipient shall use the Contribution solely and exclusively to support the Eligible and Supported Costs of the Project as detailed in Annexes 1 and 2 and shall carry out the Project in a diligent and professional manner.

3.5 The Recipient shall be responsible for all costs of the Project, including cost overruns, if any.

3.6 Payment by the Agency of amounts due under this Agreement shall be conditional on there being a legislated appropriation for the fiscal year of the Government in which the payment is due. The Agency shall have the right to terminate or reduce the Contribution in the event that the amount of the appropriation is reduced or denied by Parliament. In the event that any portion of the Contribution has been paid to the Recipient and the legislated appropriation for the fiscal year of the Government in which such payment is made is not obtained, the Agency shall have the right to recover the amount so paid from the Recipient.

4.0 Total Canadian Government Funding

- a) The Agency and the Recipient hereby acknowledge that for purposes of this Agreement the Recipient has received no other federal, provincial, or municipal assistance for the Project.
- b) The Recipient shall promptly inform the Agency in writing in the event additional Canadian government funding for the purposes of this Project has been requested or received during the Term of this Agreement and acknowledges and agrees that an adjustment to the amount of the Contribution and a request for repayment of part or all of the amounts paid to the Recipient may be made as a result thereof. The amount of such repayment requested will constitute a debt due to His Majesty and will be recovered as such from the Recipient.
- c) In no instance will the total Canadian government funding towards the Eligible Costs be allowed to exceed one hundred percent (100%) of the total Eligible Costs.

5.0 Intellectual Property

5.1 Title to any intellectual property created solely by the Recipient as part of or in respect of the Project will vest with the Recipient or will be determined by applicable Canadian law.

5.2 Copyright

All reports and other information that the Agency collects, manages or has a right to receive or produce in accordance with this Agreement, or that the Recipient collects, creates, manages and shares with the Agency, shall be deemed to be “Canada Information”. The Agency shall have the right, subject to the provisions of the Access to Information Act, to release to the public, table before Parliament, or publish by any means, any Canada Information, including such excerpts or summaries of the Canada Information as it may, from time to time, determine.

6.0 Claims and Payments

6.1 Payment Procedures

Payments will be made on the basis of documented claims for reasonable eligible and supported costs incurred. Reporting requirements, specific to the Project are detailed in Annex 1.

- a) The Recipient shall submit claims for Eligible and Supported Costs incurred, in a form satisfactory to the Agency. Each claim will include the following information:
 - i) a list of Eligible and Supported Costs incurred;
 - ii) a certification, by an authorized signatory of the Recipient, with respect to the accuracy of the claim and submitted documentation and with respect to its compliance with the terms and conditions of the Agreement; and
 - iii) any other documentation in support of the claim as may be required by the Agency.
- b) The Agency shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim, or will notify the Recipient of any deficiency in the documentation submitted which deficiency the Recipient shall immediately take action to address and rectify.
- c) Subject to the maximum Contribution amounts set forth in subsection 3.1 and all other conditions in this Agreement, the Agency shall pay to the Recipient the Agency's portion of the Eligible and Supported Costs set forth in the Recipient's claim in accordance with the Agency's customary payment practices.
- d) The Agency may request at any time that the Recipient provide satisfactory evidence to demonstrate that all Eligible and Supported Costs claimed have been paid.
- e) The Agency may require that any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the Agency.

6.2 Final Claim Procedures

- a) In addition to the requirements set out in subsection 6.1, the Recipient's final claim for any Eligible and Supported Costs and/or the final reconciliation of any outstanding advances, accompanied by the following, in a form satisfactory to the Agency in scope and detail:
 - i) a final statement of total Project costs;
 - ii) a statement of the total funding provided from all sources for the Project, including total Canadian government funding received;
 - iii) a Final Activity Report on the Project;
 - iv) a Final Results Report on the outcomes and impacts of the Project for evaluation purposes, as described in Annex 1; and
 - v) a certification, by an authorized signatory of the Recipient, that this is the final claim for payment and includes all final Eligible and Supported Costs Incurred and Paid submitted for payment.
- b) The Recipient shall submit the final claim for Eligible and Supported Costs to the satisfaction of the Agency no later than six (6) months after the Completion Date or early Termination Date of the Project. The Agency shall have no obligation to pay any claims submitted after that date.

6.3 If the Recipient earns any interest as a consequence of an advance payment of the Contribution or earns any revenue as a result of the Project or if it receives any revenue from another level of government for the Project, the Agency may in its absolute discretion reduce the Contribution by all or by such portion of the revenue (including the interest) as it deems appropriate.

6.4 Holdback

Notwithstanding any other provision of this Agreement, the Agency may, at the Agency's sole discretion, withhold up to 10% of the Contribution amount until:

- a) the Project is completed to the satisfaction of the Agency;
- b) the Final Report has been submitted to the satisfaction of the Agency;
- c) audits, where required by the Agency have been completed to the satisfaction of the Agency; and
- d) the Agency has approved the final claim described in subsection 6.2.

6.5 Overpayment or Non-entitlement

Where for any reason the Recipient is not entitled to the Contribution or the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the Contribution or the amount in excess, as the case may be, shall constitute a debt due to His Majesty the King in Right of Canada and shall be recovered as such from the Recipient. The Recipient shall repay the Agency promptly and in any case no later than 30 days from the date of the Agency's demand for payment, the amount of the Contribution disbursed or the amount of the overpayment, as the case may be, together with the average bank interest rate in accordance with the Interest and Administrative Charges Regulations, in effect on the due date, plus 3% compounded monthly on overdue balances payable, from the date of the demand, until payment in full is received by the Agency.

6.6 Sharing Ratios

If the Agency makes individual payments that represent higher sharing ratios than those authorized for the total Contribution, in no event shall the overall sharing ratio calculated on the total Eligible and Supported Costs of the Project exceed the maximum authorized sharing ratios as provided in subsection 3.1 a.

6.7 Advance Payments

Where the Agency is satisfied and has determined that the Recipient requires an advance against the Contribution amounts payable under this Agreement in order to meet cash flow requirements of the Recipient and that the advance payment is critical for the success of the Project, the Agency may, at its sole discretion, make advance payments to the Recipient.

7.0 Monitoring and Audit

7.1 For evaluation purposes, the Recipient shall, in addition to reporting measures outlined in subsections 6.1 and 6.2, submit performance reports on the schedule outlined in Annex 1.

7.2 The reports referred to in subsection 7.1 shall contain information sufficient to allow the Agency to assess the progress of the Project (e.g. work completed to date). Upon request of the Agency and at no cost to it, the Recipient will promptly elaborate upon any report submitted.

- 7.3 The Agency may request that the Recipient submit a copy of its financial statements (audited, if produced), within 120 days of each Recipient fiscal year end or within such longer period as may be authorized by the Agency.
- 7.4 The Recipient shall provide to the Agency a copy of any report or publication produced as a result of this Agreement, whether interim or final, as soon as the same becomes available.
- 7.5 The Recipient shall, throughout the term of this Agreement, at its own expense:
- a) keep, maintain, preserve and make available for audit and examination by the Agency's representatives, proper books, accounts and records of the costs of the Project, wherever such books, and records may be located, and permit any authorized representative of the Agency to conduct such independent audits and evaluations as the Agency in its discretion may require;
 - b) permit any authorized representatives of the Agency reasonable access to the Recipient's premises to inspect and assess the progress and results of the Project; and
 - c) supply promptly, on request, such information in respect of the Project and its results as the Agency may require for purposes of this Agreement and for statistical purposes.
- 7.6 The Agency shall have the right, at its own expense, and as and when it determines necessary, to perform audits of the Recipient's books, accounts, records, financial statements and claims for Eligible and Supported Costs, and the Recipient's administrative, financial and claim certification processes and procedures, for the purposes of verifying the costs of the Project, validating claims for Eligible and Supported Costs, ensuring compliance with the terms of this Agreement, and confirming amounts repayable to the Agency under the provisions of this Agreement.
- 7.7 Any audits performed hereunder will be carried out by auditors selected by the Agency, which may include any of the following: Agency Officials, an independent auditing firm, and the Recipient's external auditors. The Agency will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.

7.8 Auditor General of Canada

The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with the Recipient, conduct an inquiry under the authority of subsection 7.1(1) of the Auditor General Act in relation to any funding agreement (as defined in subsection 42(4) of the Financial Administration Act) with respect to the use of funds received.

For purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:

- a) all records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and to the use of the Contribution; and
- b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement or the Contribution.

8.0 **Representations**

The Recipient represents and warrants that:

- a) it is a municipality and in good standing under the laws of Canada and Ontario, and it shall remain as such for the duration of the Agreement.
- b) it has the power and authority, and has met all legal requirements, necessary to carry on business, hold property, and to enter into, deliver and perform this Agreement;
- c) the signatories to this Agreement, on behalf of the Recipient, have been duly authorized to execute and deliver this Agreement;
- d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies;

- e) the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
 - i) violate the provisions of the Recipient's by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;
 - ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
 - iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.
- f) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement; and
- g) the Recipient has acquired adequate property damage and general liability insurance that is consistent with the level of risk exposure associated with the Project and will maintain such from the Commencement Date to the Completion Date.

9.0 Announcements, Events and other Communications Activities

The Recipient hereby consents to participate in a public announcement of the Project by or on behalf of the Agency in the form of a news release and/or media event. The Agency shall inform the Recipient of the date the public announcement is to be made, and the Recipient shall maintain the confidentiality of this Agreement until such date. The Recipient agrees to satisfy the event/announcement requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources; For funding recipients.

The Recipient hereby agrees to place federal government logos on all Project-related promotional or advertising materials (unless prior exemption is obtained from the Agency), including, but not limited to, electronic media (web, television, video), and print media (print advertising, brochures, magazines, maps, posters). In addition, the Recipient may be required to produce and display recognition signage. The Recipient agrees to satisfy the federal visibility and signage requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources.

10.0 Official Languages

10.1 The Recipient may carry out the Project in the official language of the Recipient's choice.

11.0 Indemnification and Limitation of Liability

11.1 This Agreement is a Contribution Agreement only, not a contract for services or a contract of service or employment, and nothing in this Agreement, or the parties' relationship or actions is intended to create, nor shall be construed as creating, a partnership, employment or agency relationship between them. The Recipient is not in any way authorized to make a promise, agreement or contract or to incur any liability on behalf of the Agency, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of the Agency, and the Recipient shall be solely responsible for any and all payments and deductions required by applicable laws.

11.2 The Recipient shall at all times indemnify and save harmless the Agency, its officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon, caused by, or arising directly or indirectly from:

- a) the Project, its operation, conduct or any other aspect thereof;
- b) the performance or non performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement, by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents; or

- c) any omission or other wilful or negligent act or delay of the Recipient or third party and their respective employees, officers, or agents,

except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the wilful act or omission of an official, employee, or agent of the Agency in the performance of its duties.

11.3 The Agency shall have no liability under this Agreement except for payments of the Contribution in accordance with the provisions of this Agreement. Without limiting the foregoing, the Agency shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.

11.4 The Agency, its agents, employees and servants will not be held liable in the event the Recipient enters into loan, a capital lease or other long-term obligation in relation to the Project for which the Contribution is provided.

12.0 Default and Remedies

12.1 Events of Default

The following constitute events of default:

- a) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
- b) an order is made or resolution passed for the winding up of the Recipient, or the Recipient is dissolved;
- c) in the opinion of the Agency, the Recipient ceases to operate or has sold all or substantially all its assets;
- d) the Recipient has submitted incomplete, false or misleading information to the Agency, or makes a false representation in this Agreement or any document relating to the Contribution;
- e) in the opinion of the Agency, there is a material adverse change in risk;
- f) in the opinion of the Agency, the Recipient fails to comply with a term, undertaking or condition of this Agreement; or

- g) in the opinion of the Agency, the Recipient has failed to proceed diligently with the Project including, but not limited to, failure to meet deadlines stipulated in this Agreement except where such failure is due to causes which, in the opinion of the Agency, are beyond the control of the Recipient.

12.2 Notice and Rectification Period

The Agency may make a declaration of default by providing written notice to the Recipient of the condition or event which, in the Agency's opinion, constitutes an event of default under subsection 12.1. Except in the circumstances described in subsections (a) and (b) of section 12.1, the Agency may, in its discretion, advise the Recipient of the condition or event, and allow the Recipient a period of fifteen (15) days, or such other time as the Agency may in its sole discretion deem appropriate, to correct the condition or event complained of, or to demonstrate to the satisfaction of the Agency that it has taken the necessary steps to correct the condition, failing which the Agency may immediately declare that an event of default has occurred. Notification by the Recipient of rectification shall be made in writing within the period of fifteen (15) days or such other time as the Agency may decide.

12.3 Remedies

If the Agency declares that an event of default has occurred, the Agency may immediately exercise any one or more of the following remedies:

- a) terminate any obligation by the Agency to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;
- b) suspend any obligation by the Agency to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension;
- c) require the Recipient to repay forthwith to the Agency all or part of the Contribution which amount shall constitute a debt due to His Majesty; and
- d) exercise any other remedy available to the Agency at law.

13.0 **General**

13.1 Canadian Goods and Services

The Recipient in purchasing goods and services for the performance of the Project, shall provide a full and fair opportunity for use of Canadian carriers, suppliers and sub contractors to the extent that they are competitive and available.

13.2 If the Recipient acquires supplies, equipment or services with the Contribution it shall do so through a process that promotes the best value for money. The Recipient must provide and adhere to current Recipient procurement policies with evidence of competitive process and selection methodology. In the absence of Recipient procurement policy, if the Recipient is selecting contractors from which to acquire supplies, equipment or services for the project for an amount greater than twenty-five thousand dollars (\$25,000) a competitive process must be used, including a written request for at least three proposals, written evaluation of bids received and a written agreement with the successful contractor. The Agency may, at its sole discretion, consent in writing to single sourcing if details of urgency, special expertise, confidentiality, savings or other circumstances warrants it.

13.3 Without limiting the scope of the Set-off Rights provided for under the Financial Administration Act, it is understood that the Agency may set off against the Contribution, any amounts owed by the Recipient to His Majesty the King in Right of Canada under legislation or contribution agreements and the Recipient shall declare to the Agency all amounts outstanding in that regard when making any claim under this Agreement.

13.4 Subject to the Access to Information Act (Canada), the Privacy Act, the Library and Archives Act of Canada, and to section 9.0 of this Agreement, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby without the consent of all Parties. Notwithstanding the foregoing, the Agency may:

- a) disclose the contents of this Agreement and any documents pertaining thereto, whether predating or subsequent to this Agreement, or of the transactions contemplated herein, where in the opinion of the Agency such disclosure is necessary to the defence of Canada's interests in the course of a trade remedy investigation conducted by a foreign investigative authority and is protected from public dissemination by the foreign investigative authority. The Agency shall notify the Recipient of such disclosure;
- b) disclose the contents of this Agreement and documents and information related thereto as may be required pursuant to obligations contained in trade agreements to which Canada is a party; and

- c) disclose information which may be required by government policies including a policy related to proactive disclosure.
- 13.5 Notwithstanding subsection 13.4, the Recipient waives any confidentiality rights to the extent such rights would impede Canada (His Majesty the King in Right of Canada) from fulfilling its notification obligations to the World Trade Organization under Article 25 of the Agreement on Subsidies and Countervailing Measures.
- 13.6 The Recipient shall comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient or the Project, or both, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees. This includes any legal requirements and regulations relating to the environment.
- 13.7 This Agreement shall be subject to and construed in accordance with the laws of Canada and of Ontario and the parties hereto acknowledge the jurisdiction of the superior court of such province as defined in the *Interpretation Act* R.S., c. I-23, as amended from time to time.
- 13.8 If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator or arbitration in accordance with the Commercial Arbitration Code set out in the schedule to the *Commercial Arbitration Act (Canada)*, and all regulations made pursuant to that Act.
- 13.9 Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing both Parties shall be entitled to exercise any right and seek any remedy available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.
- 13.10 The Recipient represents and warrants that no member of the House of Commons or the Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that is not otherwise available to the general public.
- 13.11 The Recipient confirms that no current or former public servant or public office holder to whom the Values and Ethics Code for the Public Service or the Conflict of Interest Act apply, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and legislation. Where the Recipient employs or has a shareholder who is either a current or former (in the last twelve months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and legislation.

- 13.12 It has not directly or indirectly promised or offered to any official or employee of the Agency, any bribe, gift, or other inducement, nor has it authorized any person to do so on its behalf, for or with a view to obtaining this Contribution.
- 13.13 The Recipient represents and warrants that:
- a) any person (other than an employee) who, for consideration, directly or indirectly, communicated with or arranged a meeting with a public office holder, in respect of any aspect of this Agreement, prior to the execution of the Agreement, was in compliance with all requirements of the *Lobbying Act*, as amended from time to time;
 - b) any person (other than an employee) who, for consideration, directly or indirectly, during the term of this Agreement and in respect of any aspect of this Agreement, communicates with or arranges a meeting with a public office holder, will be in compliance with all requirements of the *Lobbying Act*;
 - c) at all relevant times it has been, is and will continue to remain in compliance with the *Lobbying Act*;
 - d) it has not, nor has any person on its behalf, paid or provided or agreed to pay or provide, to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the execution of the Agreement or the person arranging a meeting with a public office holder; and
 - e) it will not, during the term of this Agreement, pay or provide or agree to pay or provide to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the person arranging a meeting with any official or employee of His Majesty the King in Right of Canada.

The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. The Agency may terminate this Agreement in the event of a breach of any of the above representations or warranties, and may also recover from the Recipient the full amount of any compensation paid by the Recipient in breach of subsections (d) or (e).

14.0 Notice

14.1 Any notice, information or document required under this Agreement shall be effectively given if delivered or sent by letter, electronic correspondence or facsimile (postage or other charges prepaid). Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by electronic correspondence or facsimile shall be deemed to have been received one working day after being sent, any notice that is mailed shall be deemed to have been received eight (8) business days after being mailed.

14.2 Any notice or correspondence to the Agency shall be addressed to:

Federal Economic Development Agency for Northern Ontario
107 Shirreff Avenue, Suite 104
North Bay ON P1B 7K8

Attention: Mr. Guy Paquette
Trade Expansion and Export Development
Regional Economic Growth through Innovation

or to such other address as may be designated by the Agency in writing.

14.3 Any notice or correspondence to the Recipient shall be addressed to:

His Worship Jeff Laferrière
Mayor
The Corporation of the City of Temiskaming Shores
325 Farr Drive, P.O. Box 2050
Haileybury ON P0J 1K0

14.4 Either of the Parties may change the address which they have stipulated in this Agreement by notifying the other Party of the new address in writing, and such change shall be deemed to take effect fifteen (15) days after receipt of such notice.

Project Number: 852-515336

IN WITNESS WHEREOF the Parties hereto have executed this Agreement

The Federal Economic Development Agency for Northern Ontario (the “Agency”)

As represented by the Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario

Perreault, Lucie

Digitally signed by Perreault, Lucie
Date: 2024.05.24 15:28:22 -04'00'

Per:

Name: Lucie Perreault

Title: Executive Director, Federal Economic Development Agency for Northern Ontario (FedNor)

Date:

RECIPIENT

Per:

Name:

Title:

Date:

Per:

Name:

Title:

Date:

I/we have authority to bind The Corporation of the City of Temiskaming Shores

Annex 1

THE PROJECT - STATEMENT OF WORK

Recipient: The Corporation of the City of Temiskaming Shores

Project Number: 852-515336

I. PROJECT SCOPE**i) Description:**

The Corporation of the City of Temiskaming Shores is requesting a contribution to establish the Northern Ontario Mining Showcase (NOMS) at the MinExpo International which is being held in Las Vegas, Nevada September 25-27, 2024. The objective of the project is to build on the success of the Northern Ontario Mining Showcase (NOMS) events at the Prospectors and Developers Association of Canada (PDAC) and Canadian Institute of Mining, Metallurgy and Petroleum (CIM) held from 2014 to 2024. The footprint of the NOMS pavilion within MinExpo would be approximately 2,500 square feet, accommodating between 24-28 businesses.

ii) Project Location:

Haileybury, ON

iii) Dates:

- a) Commencement Date - May 14, 2024
- b) Completion Date - October 31, 2024

iv) Key Workplan Activities, Timelines and Milestones:

- Hold bi-weekly planning meetings.
- Submit venue application and payment to secure space (to MinExpo).
- Update and launch on-line exhibitor application forms and platform.
- Update website content.
- Exhibitor recruitment and registration.
- Social and digital media strategy deployment.
- Exhibitor graphic development.
- Design bilingual exhibitor directories.
- Coordinate venue logistics (e.g. audiovisual; staging; schedule).
- Media relations.
- Host NOMS at MinExpo International.
- Event evaluations and reporting.

v) Performance Measures and Tracking Plan:

Project duration outcomes include:

- 1 event/trade show attended/organized with 50,000 attendees.
- 24-28 exhibitors present.

Additional anticipated outcomes:

- Attract and increase new business contacts, clients, and potential leads that would result in new business and/or expansion of existing business through strategic alliances and joint ventures in Northern Ontario;
- Engender new innovation, and research and development projects;
- Encourage new business expansions with existing businesses in the mining sector;
- Provide Northern Ontario companies with an opportunity to recruit new graduates to help meet labour market needs;
- Build and strengthen working relationships with Indigenous communities;
- Provide an opportunity for youth, female and Indigenous entrepreneurs and professionals within the industry to build relationships and their businesses; and
- Increase employment and wealth based jobs with strong multiplier economic impacts for the North.

vi) Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$344,000
- Supported	\$344,000	Other Federal	\$0
- Not Supported	\$31,000	Provincial	\$0
Ineligible Costs	\$0	Municipal	\$0
		Financial	\$0
		Institution	\$0
		Recipient	\$0
		Other	\$31,000
Total	<u>\$375,000</u>		<u>\$375,000</u>

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Event Facility Rental	\$121,000	\$31,000	\$152,000
Event Costs - Other	\$196,000		\$196,000
Marketing / Promotion	\$8,000		\$8,000
Consulting Fees	\$12,000		\$12,000
Travel	\$7,000		\$7,000
TOTAL ELIGIBLE COSTS	\$344,000	\$31,000	\$375,000
<u>Ineligible Costs</u>			
			\$0
TOTAL INELIGIBLE COSTS			\$0
TOTAL PROJECT COSTS			\$375,000

* Eligible Costs include the amount of Harmonized Sales Tax, (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

- vii) Official Languages Obligations:
For greater certainty, Section 10.0 includes:

The project can be carried out in the official language chosen by the recipient

II. PROJECT FUNDING CONDITIONS

- i) Variance of any of the Eligible Supported Costs
Variance of any of the Eligible Supported Costs listed above in excess of 15% requires the prior written approval of the Agency.
- ii) Pre-disbursement Conditions
Prior to receiving payment towards Eligible and Supported Costs incurred, the Recipient, on or before the date of first payment, shall:
- a) provide evidence that it has arranged for the balance of the funding required to enable the Project to proceed, on terms and conditions that are satisfactory to the Agency.

- iii) Advance Payments:
 - a) The Agency has approved advances calculated on the basis of projected cash flow requirements of the Recipient submitted by the Recipient and approved by the Agency.

III. REPORTING REQUIREMENTS

The Recipient shall submit the following reports in a form satisfactory to the Agency:

- i) Progress Reports and claims for Eligible and Supported Costs incurred as per a schedule provided by the Agency.
- ii) A Final Activity Report by the Final Claims Reporting Date;
- iii) Performance Reports, including:
 - a) a Final Results Report at project end on results achieved between the project start and end date;
 - b) a Two-Year Follow-up Results Report for projects forecasting additional outcomes within two (2) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template; and
 - c) a Five-Year Follow-up Results Report for projects forecasting additional outcomes within five (5) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template.

COSTING MEMORANDUM
Trade Expansion and Export Development

1.0 General Conditions

- 1.1 Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Agency,
- a) directly related to the Project;
 - b) reasonable;
 - c) appear in the "The Project-Statement of Work";
 - d) incurred in respect of activities which are incremental to the usual activities of the Recipient; and
 - e) incurred between April 18, 2024 and the Completion Date.
- 1.2 Costs incurred by way of the exercise of an option to purchase or hire are eligible only if the exercise of the option is at the sole discretion of the Recipient and the option has been exercised between April 18, 2024 and the Completion Date.
- 1.3 Costs of all goods and services (including labour) acquired from an entity which is, in the opinion of the Agency related to the Recipient, shall be valued at the cost which, in the opinion of the Agency, represents the fair market value of such goods or services, which cost shall not include any mark up for profit or return on investment.
- 1.4 No cost described in section 2.0 shall be eligible for inclusion in Eligible Costs unless the Recipient causes the supplying entity to maintain proper books, accounts and records of the costs related to the Project, and to provide to any representative of the Agency access to such books, accounts and records.

2.0 Eligible Costs

Where consistent with the approved Eligible and Supported costs, as defined in Annex 1 - The Project - Statement of Work, the following criteria will be used in determining eligibility of costs:

2.1 Travel Costs - Prime Transportation

Eligible travel costs are those which are deemed necessary to the performance of the Project. To be eligible, travel costs must be clearly documented as to the purpose of each trip. Travel expenses, at economy rates, shall be charged as at actual costs, but only to the extent that they are considered reasonable by the Department.

Necessary return airfare, train fare or bus fare at economy rates for participation personnel. Where a personal automobile is to be used, kilometre (mileage) allowance will be based on current Treasury Board of Canada Travel Directives. Eligible Costs shall be limited to the cost that would have been incurred and paid had normal public transportation at economy rates been used.

Actual costs at the destination will be allowed for food, accommodation and surface transportation (i.e., taxis, etc.). Meal rates will be based on current Treasury Board of Canada Travel Directives. Please note receipts are required for all items except meals. Entertainment (hospitality) costs are not eligible.

2.2 Audit of Project Costs

If expressly approved in writing by the Agency, Eligible Costs may include the cost of professional accountants certifying the accuracy of any costs claimed.

2.3 Contractor/Consultants

Save as herein provided, the direct costs of studies and/or services carried out by a private contractor, consultant or Canadian University or Research Institute are eligible.

Where a contractor or consultant is to be used, prior consultation with the Agency is advised to ensure that the costs for these services are eligible. The Agency may not contribute to the cost of goods or services that are not, in the opinion of the Agency, provided by an entity who is at arm's length from the Recipient

The contractor, consultant, University or Institute shall not acquire any rights to the product or process developed as a result of services provided.

2.4 Calculation of Direct Labour Costs

The Recipient may claim only that time worked directly on the Project by its employees and may not claim for indirect time, non-project related time, holidays, vacation, paid sickness, etc. Paid overtime, where considered reasonable in the opinion of the Agency, may be claimed. Time in lieu of payment is eligible if taken and paid within the project period. Time claimed will normally be expressed in hours.

The payroll rate is the actual gross pay rate for each employee (normal periodic remuneration before deductions). The payroll rate excludes all premiums (e.g., overtime), shift differentials and any reimbursement or benefit conferred in lieu of salaries or wages except as noted in the last paragraph.

Employment benefits (CPP, EI, holidays, and vacations, etc.) not exceeding 20% of direct labour costs may be claimed (supporting documentation not required).

2.5 Harmonized Sales Tax (HST)

Eligible Costs include the amount of Harmonized Sales Tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

In order to have the HST approved as an eligible cost on future claims, the Recipient may be required to provide documentation verifying the organization's status under HST legislation.

3.0 Ineligible Costs

For greater certainty, any costs not specifically described as Eligible Costs in accordance with section 2.0, shall be ineligible for inclusion in the Eligible Costs.