



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

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**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. 022-2024-PW – Canada Public Transit Fund – Expression of Interest - Baseline Funding**

*Draft Resolution*

Moved by: Councillor

Seconded by: Councillor

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

That Council directs staff to submit an application to the Canada Public Transit Fund – Expression of Interest - Baseline Funding Stream, related to the Temiskaming Transit system.

**2. Memo No. 023-2024-PW – Municipal Housing Infrastructure Program – Housing Enabling Core Servicing Stream**

*Draft Resolution*

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 023-2024-PW; and

That Council directs staff to submit an application to the Municipal Housing Infrastructure Program - Housing Enabling Core Servicing Stream, for a project aligned with the City's Asset Management Plan.

**3. Memo No. 024-2024-PW – Transportation 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. 024-2024-PW, regarding the Transportation Services Update for information purposes.

**4. Administrative Report No. PW-022-2024 – Vision Zero Policy**

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-022-2024;

That Council directs staff to prepare the necessary by-law to implement and adopt a Vision Zero Policy and Framework to guide decisions, design and management of a safe transportation network for all users, for consideration at the September 17, 2024, Regular Council meeting; and

That Council directs staff to allocate funds in the 2025 Municipal Budget for the Manager of Transportation Services to attend the Road Safety Auditor Training course.

**5. Administrative Report No. PW-023-2024 – Request for Proposal Award – Solid Waste Management Services**

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-023-2024; and

That Council directs staff to negotiate the final pricing with Phippen Waste Management for the collection, removal and disposal of refuse; and for the operation and maintenance of the Landfill Site, and report back to Council at a future date.

**c) New Business**

None

**9. Recreation Services**

**a) Delegations/Communications**

None

**b) Administrative Reports**

**1. Memo No. 019-2024-RS – Community Sport and Recreation Infrastructure Fund and Seniors Active Living Centres Program**

*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-RS;

That Council directs staff to submit a funding application to the Community Sport and Recreation Infrastructure Fund – Stream 1 in the amount of \$1,000,000, for the roof replacement project at the Don Shepherdson Memorial Arena;

That Council directs staff to submit a funding application to the 2024-2025 Seniors Active Living Centres Program Expansion, for the provision of senior's programming to community residents; and

Further that Council confirms its commitment to funding a minimum of 20 percent of the net annual cost to operate the programs under the Seniors Active Living Centres Program Expansion.

**2. Memo No. 020-2024-RS – Don Shepherdson Memorial Arena Concession Lease Agreement**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

The Council directs staff to prepare the necessary by-law to amend By-law No. 2023-092, a by-law to enter into a Lease Agreement with Josee and Marc Dupuis for the operation of the Don Shepherdson Memorial Arena Concession from September 1, 2023 to August 30, 2028, to replace Section 3 – Rent with a new provision, to clearly define the payment schedule, as outlined in the above-mentioned Memo, for consideration at the September 17, 2024 Regular Council meeting.

**3. Memo No. 021-2024-RS – NOHFC Agreement (NISKA)**

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-RS; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with NOHFC in partnership with NISKA Leadership Centre, for the redevelopment of the greenspace south of City Hall on Farr Drive in Haileybury, for consideration at the September 17, 2024, Regular Council meeting.

**4. Memo No. 022-2024-RS – NOHFC Community Enhancement Program**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 022-2024-RS;

That Council directs staff to submit a Phase 2 application to the NOHFC Community Enhancement Program – Rural Enhancement Stream, to complete various upgrades to municipal parks; and

Further that Council hereby confirms the following:

- The City owns all the lands where the proposed upgrades will take place;
- Total project costs are estimated to be \$410,464.00 of which \$359,251.00 are eligible costs;
- The City will provide a contribution of 25 percent of the eligible costs totaling \$89,813.00, as confirmed within the 2024 Municipal Budget; and
- Any other costs for the project, including cost overruns, will be borne by the City of Temiskaming Shores.

**5. Memo No. 023-2024-RS – Recreation 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. 023-2024-RS, regarding the Recreation Operations Update for the month of September, for information purposes.

**6. Administrative Report No. RS-018-2024 – Reallocation of Funds EV Chargers**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-018-2024;

That Council approves the reallocation of \$25,000 in funds initially designated for a Level 3 EV charger, to the installation of three (3) Level 2 EV chargers at the Don Shepherdson Memorial Arena, Temiskaming Shores Library, and Dymond Complex Community Hall; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Services Flo Inc. for the supply of three (3) Level 2 EV chargers in the amount of \$17,220.00, plus applicable taxes, for consideration at the September 17, 2024, Regular Council meeting.

**7. Administrative Report No. RS-019-2024 - Shaver Park Paving RFT 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. RS-019-2024; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Demora Construction Services Inc. for paving services at Shaver Park Outdoor Rink, in the amount of \$89,410.00 plus applicable taxes, for consideration at the September 17, 2024, Regular Council meeting.

**c) New Business**

None

**10. Fire Services**

**a) Delegations/Communications**

None

**b) Administrative Reports**

**1. Fire Activity Report – July and August 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 July and August 2024, for information purposes.

**c) New Business**

None

**11. Corporate Services**

**a) Delegations/Communications**

None

**b) Administrative Reports**

**1. Memo No. 027-2024-CS – Consideration for Hawker and Peddler Licenses (Door-to-Door Sales)**

*Draft Resolution*

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Timiskaming Shores acknowledges receipt of Memo No. 027-2024-CS; and

That Council declines the request to reinstate Hawker and Peddler Licensing within the City of Temiskaming Shores.

**OR**

That Council directs staff to reopen the file related to the updated by-law that received first and reading in 2017 (i.e. By-law No. 2017-025, a Business Licensing Policy to regulate Businesses in the City of Temiskaming Shores), for a report to Council at a future meeting, for the purpose of reinstating Hawker and Peddler Licensing within the City of Temiskaming Shores.

**2. Memo No. 028-2024-CS – 100 Women Who Care – Funding Sponsorship Request**

*Draft Resolution*

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 028-2024-CS; and

That Council hereby confirms the sponsorship request from 100 Women Who Care to the Temiskaming Shores and Haileybury Legion Branch 54, in the amount of \$14,050 for the replacement of the upper hall floor.



**3. Memo No. 029-2024-CS – Update to Disposal of Surplus and Obsolete Assets Policy**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Timiskaming Shores acknowledges receipt of Memo No. 029-2024-CS; and

The Council directs staff to prepare the necessary by-law to amend By-law No. 2012-157, as amended (Disposal of Surplus and Obsolete Assets Policy), to include a provision for the direct sale of assets in special circumstances, and for administrative changes for clarification purposes, for consideration at the September 17, 2024 Regular Council meeting.

**4. Memo No. 030-2024-CS – Proposed Amendment to Vehicle for Hire By-Law**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Timiskaming Shores acknowledges receipt of Memo No. 030-2024-CS; and

The Council directs staff to prepare the necessary by-law to amend By-law No. 2024-097 (Vehicle for Hire), to include a provision for vehicles operating for the purpose of transporting residents inside and outside of City limits, as well as to include clarification related to displaying a License Number on a motor vehicle, for consideration at the September 17, 2024 Regular Council meeting.

**5. Memo No. 031-2024-CS – Ontario Infrastructure and Lands Corporation (OILC) Debenture Loans**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Timiskaming Shores acknowledges receipt of Memo No. 031-2024-CS;

That Council directs the Treasurer to proceed with executing the outstanding debenture loans included in OILC Financing Agreement No. 1889 for Capital Works as approved in By-law No. 2024-017; and

That Council directs the Treasurer to proceed with applicable by-laws as per the OILC program being a funding agreement and debenture(s) as required for approved capital works.

**6. Administrative Report No. CS-031-2024 – Northern Ontario Mining Showcase - 2025**

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-031-2024; and

That Council directs staff to prepare the necessary By-law to enter into a funding agreement with the Federal Economic Development Agency for Northern Ontario for the City to lead the Northern Ontario Mining Showcase (NOMS) at the 2025 Prospectors and Developers Association of Canada (PDAC) Convention, held in Toronto from March 2 – 5, 2025, and the Canadian Institute of Mining, Metallurgy & Petroleum (CIM) Convention, held in Montreal from May 4 – 7, 2025, in the amount of \$1,324,500 for consideration at the September 17, 2024 Regular Council meeting; and

Further that Council further agrees to continue the partnership with MineConnect for the provision of event coordination services for the NOMS pavilion at the MINExpo 2024, 2025 and 2026 events, in accordance with the same terms and conditions outlined in By-law No. 2023-096 (agreement with MineConnect for event management services for the Northern Ontario Mining Showcase).

**a) New Business**

None

**12. Schedule of Council Meetings**

- a) Regular Council Meeting – September 17, 2024 starting at 6:00 p.m.
- b) Committee of the Whole Meeting – October 1, 2024 starting at 3:00 p.m.

**13. Closed Session**

None

**14. Adjournment**

*Draft Resolution*

Moved by: Councillor

Seconded by: Councillor

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

# **Memo**

**To:** Mayor and Council  
**From:** Mitch McCrank, Manager of Transportation Services  
**Date:** September 3, 2024  
**Subject:** Canada Public Transit Fund – Expression of Interest - Baseline Funding

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**Summary:**

Canada Public Transit Fund - Baseline funding will generally provide funding for small and medium-sized projects to support routine, annual capital investments such as state of good repair, small system expansions (e.g., new rolling stock or fixed assets such as bus shelters etc.), and improvements to existing transit systems.

**Mayor and Council:**

Staff wish to inform Council that there is an Expression of Interest (EOI) submission from the Housing, Infrastructure and Communities Canada team, titled Canada Public Transit Fund (CPTF) – Baseline Funding – which is open to EOI applications with a deadline of September 16, 2024. As this is just an EOI, Staff are providing this as information knowing that we will be submitting as we meet all the criteria. More details will come at a later date.

**Furthermore:**

The Baseline Funding stream provides predictable, long-term support to communities across the country with existing transit systems. This funding focuses on enhancing routine capital and non-capital investment, ensuring continual growth, rehabilitation, and replacement of public transit and active transportation infrastructure as well as increasing capacity for planning. Stable funding supports quality and access to world class transit, sound planning, and long-term data collection which supports better decision making.

The fund aims to improve public transit accessibility and reliability, encouraging cleaner transportation options. This not only facilitates easier access to essential services and economic opportunities for Canadians, but also contributes to environmental sustainability and social well-being.

## Fund details

The Baseline Funding stream is an approximately \$500 million annual envelope that is part of the CPTF. Through the CPTF, the federal government will invest an averaging of \$3 billion per year for public transit and active transportation infrastructure, beginning in 2026-27.

## What type of projects will be funded under the Baseline Funding stream?

Baseline funding is intended to support public infrastructure, which is defined as tangible capital assets primarily for public use and/or benefit and will include capital transit and active transportation infrastructure projects or non-capital projects. Investments must support program objectives and expected results and must meet applicable federal requirements.

- For a capital infrastructure project to be eligible for funding, it must include the acquisition, enhancement, modernization, rehabilitation, construction, expansion, restoration, renovation, refurbishment, or replacement of assets that fall under one of the following categories:
  - Public transit systems and related infrastructure; or,
  - Active transportation infrastructure or networks.
- Non-capital projects will support transit-related development, planning, or design, of public infrastructure projects. For a non-capital project to be eligible for funding, it must support one of the following:
  - A potential future capital project that would be considered eligible under the program; or
  - Transit and active transportation projects related to planning, feasibility studies, stand-alone design work or other related capacity building, research or data projects. Projects that support the development of transit-oriented communities are also eligible; this would include projects like transit-related housing needs assessments.

## Who can apply?

It is expected that applications for baseline funding will be submitted by transit agencies and transit asset owners.

As the primary objective of the Baseline Funding stream is to support communities with existing public transit systems, minimum eligibility criteria have been established. Recipients must meet the following eligibility requirements in order to apply:

- The applicant has a minimum of 3 (preferably 5) years of historical ridership, population served, and capital investment data;
- The applicant's public transit system includes fixed route service;
- The applicant must have a minimum average capital investment of \$100,000 annually; and

- The applicant's transit system must have a minimum annual ridership of 30,000.

In addition to meeting the minimum eligibility criteria noted above, applicants must be an eligible recipient, which includes:

- A municipal or regional government;
- a public sector body that is established by or under provincial or territorial statute or by regulation or is wholly owned by a province, territory, municipal or regional government (such as a transit agency);
- a federally or provincially incorporated not-for-profit organization or charity;
- a provincial or territorial government;
- an Indigenous recipient, Indigenous development corporation or Indigenous benefiting organization;
- a private sector, or for-profit body, if they are working in collaboration with an eligible public sector entity or with an eligible Indigenous recipient.

### **What are the funding allocations and contribution limits under the Baseline Funding stream?**

Final funding allocations will be calculated once all capital plan applications have been reviewed. It is expected that notional allocations will be provided to applicants who are invited to submit a capital plan application following review of the Expression of Interest submissions.

Funding contribution limits are outlined below:

<b>Baseline Component</b>	<b>Maximum Federal Program Contributions</b>
Capital Projects	Up to 40% of eligible costs for projects located within provinces Up to 75% of eligible costs for projects located within territories
Non-capital projects	Up to 80% of eligible costs

Staff are asking Council for the City of Temiskaming Shores to provide support for this EOI application. Following an approval to proceed to Stage II, staff will review and propose a capital plan for Council's review and approval which would meet the criteria and requirements for submission.

Prepared by:

*"Original signed by"*

Mitch McCrank, CET  
Manager of Transportation Services

Reviewed and Submitted by:

*"Original signed by"*

Shelly Zubyck  
Director of Corporate Services

# Memo

**To:** Mayor and Council  
**From:** Mitch McCrank, Manager of Transportation Services  
**Date:** September 3, 2024  
**Subject:** Municipal Housing Infrastructure Program – Housing Enabling Core Servicing Stream

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Mayor and Council:

Staff wish to inform Council that there is a current opportunity from the Municipal Housing Infrastructure Program titled Housing Enabling Core Servicing Stream, which aims to help municipalities build, maintain and repair municipal roads, bridges and culverts. These projects will unlock new housing opportunities and ensure communities have safe and reliable roadways and transit infrastructure. Applications are now open until 5 PM on October 18<sup>th</sup>, 2024.

The fund is \$400M over a three-year initiative that will support projects that promote growth and enable housing. Projects will be cost shared between municipalities and the province. The province would fund a maximum of 50% (up to \$20 million) of eligible project costs, and the municipality would be required to fund all remaining (a minimum of 50%) project costs.

To be eligible for funding, projects must:

- enable housing development
- be stand-alone or a component of a larger project
- include a capital component and may also include pre-construction planning and design work
- be new construction, rehabilitation/repair, reconstruction or replacement
- have a clear start and end date
- be in the process of, or completed, the design and planning phase
- have not started construction
- meet all relevant provincial regulatory requirements

Roads and bridges assets (bridges include culverts with a span greater than three metres) are eligible for funding, including:

- any road and bridge asset that is physically connected to a housing development

- site servicing costs related to the asset(s) funded by the project, including utility relocation

The Province will evaluate projects based on the following criteria:

- technical merit (roads and bridges)
- housing impact
- project readiness
- financial capacity

Priority would be given to projects that are more advanced in planning and design (for example, Stage 4 of Environmental Assessment).

Projects will be assessed and prioritized based on:

- program requirements
- applicant eligibility
- application completeness
- assessment criteria
- the overall demand of funds in the program

Potential projects will be narrowed down pending discussion with Staff and Consultants, in accordance with our Asset Management Plan.

Staff are asking Council for the City of Temiskaming Shores to provide support for this application. Further details will be provided at a future date.

Prepared by:

Reviewed and Submitted by:

*“Original signed by”*

*“Original signed by”*

Mitch McCrank, CET  
Manager of Transportation Services

Shelly Zubyck  
Director of Corporate Services



# **Memo**

**To:** Mayor and Council  
**From:** Mitch McCrank, Manager of Transportation Services  
**Date:** September 3, 2024  
**Subject:** Transportation Department Update

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Mayor and Council:

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

## **Transportation Operations**

1. Managing Rain or emergency events
2. Ditching, Culverts, Road repairs
3. Managing Potholes and Patches.
4. Operating Projects: Culverts, catchbasin repairs, sidewalks, curbs.

## **Fleet**

1. Prepping for Winter.
2. Ongoing Routine and Preventive Maintenance

## **Transit**

1. Typical Maintenance issues, waiting on parts. Changes every day.
2. Voyago brought up an additional bus as back-up.
3. 500-20 is having Transmission issues. Sent to Wajax in Sudbury to diagnose. Still under warranty.

## Outstanding 2024 Capital Projects

- **Street Light Projects** – Items are ordered and waiting on Delivery. Will not take long to install once on site.
- **Dymond Industrial Phase 1 Road Rehab** – Operations activities complete, and paving will commence shortly.
- **Transit Buses** are in production. Timeline is still likely the end of this year or early next year.

Prepared by:

*“Original signed by”*

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Mitch McCrank, CET  
Manager of Transportation Services

**Subject:** Vision Zero Policy

**Report No.:** PW-022-2024

**Agenda Date:** September 3, 2024

**Attachments**

**Appendix 01:** Draft By-Law and Policy

**Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-022-2024;
2. That Council directs staff to prepare the necessary by-law to implement and adopt a Vision Zero Policy and Framework to guide decisions, design and management of a safe transportation network for all users, for consideration at the September 17, 2024, Regular Council meeting; and
3. That Council directs staff to allocate funds in the 2025 Municipal Budget for the Manager of Transportation Services to attend the Road Safety Auditor Training course.

**Background**

Vision Zero was first implemented in Sweden in the 1990s and has since been adopted by many jurisdictions around the world. It represents a fundamentally different approach to road safety than the traditional road safety approach, as summarized below.

Traditional Approach	Vision Zero
Traffic deaths are inevitable	Traffic deaths are preventable
Perfect human behaviour	Integrate human failing in approach
Prevent collisions	Prevent fatal and severe crashes
Individual responsibility	Systems approach
Saving lives is expensive	Saving lives is not expensive

The principles of Vision Zero are:

- No loss of life is acceptable.
- Traffic fatalities and serious injuries are preventable.
- We all make mistakes, but these mistakes shouldn't cost our lives.
- We are physically vulnerable when involved in motor vehicle collisions.
- Eliminating fatalities and serious injuries is a shared responsibility between those who design and maintain our roadways and all road users.

Each jurisdiction that adopts Vision Zero often creates a *Vision Zero Action Plan*. The contents of the action plan are customized, reflecting the unique characteristics of the community, its existing road safety situation and culture, and input received from stakeholders during consultation and collaboration.

Typically, a Vision Zero Action Plan:

- Has specific targets for reductions in severe collisions (or categories of severe collisions, such as severe pedestrian or cyclist collisions) by a specific date.
- Includes components categorized by the “5 Es” (engineering, enforcement, education, engagement, and evaluation) emphasizing lower-cost, high-return measures, as well as recommendations that go beyond roadway design and operation (e.g. educational campaigns and changes to policies).
- Recognizes the inherent risks of vehicle speed by incorporating measures to reduce vehicle speed through enforcement and roadway design.
- Involves a wide range of departments, agencies, community members, and stakeholders, such as:
  - City departments
  - Health units and local hospitals
  - Emergency services
  - School boards
  - Transit agencies
  - Vulnerable road users (e.g. cyclists and pedestrians)

## Vision Zero Adoption and Results in Other Jurisdictions

Vision Zero has been adopted by several municipalities and provincial or state governments. In Canada, a number of large jurisdictions have adopted Vision Zero and have created or are in the process of developing Vision Zero Action Plans:

- City of Hamilton
- City of Kingston
- City of London
- City of Ottawa
- City of Toronto
- Regional Municipality of Durham
- Regional Municipality of Peel
- City of Brantford
- Regional Municipality of Waterloo
- City of Edmonton, AB
- City of Saskatoon, SK
- City of Surrey, BC
- City of Vancouver, BC
- Strathcona County, AB
- Province of British Columbia
- City of Windsor

## Analysis

In consideration of population size and workforce, Staff have developed a Policy in conjunction with the Ontario Traffic Council (OTC) Vision Zero Guide, to embrace and embody a Safe System Approach by using a systematic implementation.

The systemic approach can be used in the absence of high-quality historical site-level collision data. The systemic approach can assist smaller municipalities in implementing Safe System treatments while data is being collected to supplement. In the systemic approach, sites are selected and treated based on site-specific geometric and operational attributes known to increase collision risk.

The Policy is not an Action Plan per se, but rather a set of guidelines to use when making decisions, confirming engineering designs, procurement or education. It will not set detail timelines or measurable markers for reduction of data points. It will allow staff and council to make reasonable considerations when implementing a new tool, design or layout to ultimately or presumably meet the objectives of the policy.

## Adapting the Implementation of Vision Zero approaches to smaller Municipalities.

### *Passage from the OTC Guide:*

In North America, a number of smaller cities, both suburban and rural, have adopted a Vision Zero and Safe System approach. Of course, it is not a one size fits all idea. Based on lessons learned, the following are key steps in adapting the Vision Zero and Safe System approaches in smaller municipalities:

- Gain political commitment.
- Create coalitions with other smaller municipalities. It will be important to have a group of professionals supporting one another in the process.
- Develop a traffic safety change culture with local stakeholders and beyond (the public).
- Establish community values for road safety. Change the traffic safety culture toward empathy and humanization of road safety; engage with schools and other institutions, for example.
- Use systematic approaches for improvements. Infrastructure improvements can be approached with systematic programs that are especially helpful when there is limited data availability or there are few collisions occurring along long or rural corridors.
- And finally, identify the means to enhance data management gradually. Collision, traffic volume, and roadway inventory data are still important and gradual improvements in data collection and processing are desirable, especially when asked to demonstrate progress quantitatively.

### Safe System Approach

Of the five Pillars of the Safe System Approach, the municipality should be considering three that will have the most likely impact to our residents and visitors:

1. Safe Roads
2. Safe Speeds
3. Safe Users

Safe Roads are fundamental to the road transportation system, including network and roadside. A safe road within a Safe System will provide positive guidance in that it will:

- Convey the need to operate at safe speeds
- Warn the driver of any substandard or unusual features that may increase the likelihood of driver error
- Inform the driver of conditions they will encounter
- Guide the driver through unusual sections
- Control the driver's passage through conflict points or sections
- Be forgiving if the driver makes an error or behaves in an inappropriate way

Typically, road transportation system providers focussed on the motor vehicle driver; however, safe roads ought to be safe for all road users – bicyclists, motorcyclists, and pedestrians of all ages and all areas in a jurisdiction. It is essential that road transportation system providers incorporate positive guidance into the road environment considering each road user group separately and individual needs.

Examples of Safe Road Treatments based on collision types:

Collision Type	Safe System Treatment
Run-off Road	<ul style="list-style-type: none"> <li>• Rumble</li> <li>• Edge Barrier</li> <li>• Breakaway furniture</li> </ul>
Speed Related	<ul style="list-style-type: none"> <li>• Traffic Calming</li> <li>• Automated Speed</li> <li>• Low design speed</li> </ul>
Intersections	<ul style="list-style-type: none"> <li>• Roundabouts</li> <li>• Negative offset left turn lanes</li> <li>• Fully protected</li> </ul>
Head-on	<ul style="list-style-type: none"> <li>• Wide Medians</li> <li>• Median Barriers</li> </ul>
Pedestrians	<ul style="list-style-type: none"> <li>• Protected crossings</li> </ul>

	<ul style="list-style-type: none"> <li>• Midblock / Intersection crossings</li> <li>• Leading Intervals</li> </ul>
Cyclists	<ul style="list-style-type: none"> <li>• Separate and protected facilities</li> </ul>

Safe Speeds is a dominant element of a Safe System. Understanding and managing the inter-relationship among travel speed, road infrastructure design, road users, and vehicle safety leads to a Safe System.

Speed Management requires appropriate infrastructure that conveys a safe operating speed (i.e., self-explaining/self-enforcing roads) accompanied by education and enforcement to maximize compliance and choice of suitable travel speeds. Things such as design elements, signage, pavement markings, etc.

Self-explaining /self-enforcing roads:

- Are built with design criteria which relate to geometric elements which drivers (and other road users) use to categorize road type;
- Determine driver (and other road users) behaviour; and
- Relate to the speed at which drivers would most likely choose to travel on the road.

Small speed changes translate into significant changes to the likelihood of a collision resulting in a serious injury or a fatality.

Safe Users are essential to minimizing errors in the road transportation system, despite the inevitability of human mistakes.

Recognize their limitations and consistently comply with traffic laws, signs, and pavement markings to operate within the system's design.

Education and training methods are developed to reduce human error during the licensing process, while safe road design provides consistent information that aligns with driver expectations, enhancing performance. Designers must understand the relationship between the built environment and human capabilities to further reduce errors.

With this framework in place, positive advancements can be made to our community.



High-level considerations for future improvements:

- Speed management
  - Community Speed Reductions – residential areas / zones
- Road design improvements
  - Haileybury Main Intersections
  - Traffic Calming, Road Diet
- Proactively addressing high-risk mid-block crossings
  - Rorke, Whitewood, Dymond Avenues
  - Adding new locations
- Proactively addressing turning movement collisions at signalized intersections
  - Whitewood / Armstrong
  - Whitewood / Paget
- Education and engagement
  - Work with City Communications Coordinator, health unit and OPP to develop a communication strategy.

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

- Resolution No. 2023-342 - Vision Zero Road Safety Charter

**Consultation / Communication**

- 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

At this point, there is no financial dedication to Vision Zero or Safe System design. Moving forward, staff recommend committing a small contribution devoted to improvements that may not require a large price tag.

Items that are considered costly shall be applied through the Systematic approach, allowing Staff and council to make decisions on a specific concern.

Staffing implications suggest that Transportation staff may have an additional small workload to review and make decisions on new and existing infrastructure improvements. It is recommended that the Manager of Transportation Services be signed up for Road Safety Audit Training through Good Roads Education.

### **Alternatives**

Alternatively, Council may wish to proceed with hiring a consultant to prepare a Vision Zero Plan and Policy with timelines, measures and recommendations moving forward with traffic and pedestrian safety.

### **Submission**

Prepared by:

Reviewed and submitted for Council's consideration by:

*"Original signed by"*

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*"Original signed by"*

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Mitch McCrank, CET  
Manager of Transportation Services

Shelly Zubyck  
Director of Corporate Services

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

**By-law No. 2024-000**

**Being a by-law to adopt a Vision Zero Policy**

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

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

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

**Whereas** Council considered Administrative Report PW-022-2024 at the September 3<sup>rd</sup>, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to adopt a Vision Zero Policy, for consideration at the September 17, 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 hereby adopts a Vision Zero Policy, a copy of which is hereto attached as Schedule A and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time** and finally passed this 17<sup>th</sup> day of September, 2024.

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Mayor

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Clerk



Schedule "A" to

**By-law No. 2024-000**

**Vision Zero Policy**



# City of Temiskaming Shores Vision Zero Policy



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## Vision Zero Plan for the City of Temiskaming Shores

The Vision Zero Policy outlines and provides guidance for actions that the City of Temiskaming Shores (the 'City') will enact to improve or review infrastructure, plans, designs or by-laws with the goal of zero injuries or fatalities related to Traffic.

### 1.0 Introduction

Vision Zero was first implemented in Sweden in the 1990s and has since been adopted by many jurisdictions around the world. It represents a fundamentally different approach to road safety than the traditional road safety approach, as summarized below.

Traditional Approach	Vision Zero
<ul style="list-style-type: none"><li>• Traffic deaths are inevitable</li><li>• Perfect human behaviour</li><li>• Prevent collisions</li><li>• Individual responsibility</li><li>• Saving lives is expensive</li></ul>	<ul style="list-style-type: none"><li>• Traffic deaths are preventable</li><li>• Integrate human failing in approach</li><li>• Prevent fatal and severe crashes</li><li>• Systems approach</li><li>• Saving lives is not expensive</li></ul>

The principles of Vision Zero are:

- No loss of life is acceptable.
- Traffic fatalities and serious injuries are preventable.
- We all make mistakes, but these mistakes shouldn't cost our lives.
- We are physically vulnerable when involved in motor vehicle collisions.
- Eliminating fatalities and serious injuries is a shared responsibility between those who design and maintain our roadways and all road users.

## 1.1 Definitions and Acronyms

**Vision Zero:** A traffic safety policy that aims to eliminate all traffic fatalities and severe injuries while increasing safe, healthy, and equitable mobility for all.

**Safe System Approach:** A framework within Vision Zero that recognizes human error is inevitable and designs road systems to ensure that these errors do not result in fatalities or serious injuries.

**Traffic Calming:** Measures that reduce vehicle speeds and improve safety for pedestrians and cyclists. Examples include speed humps, curb extensions, and roundabouts.

**Vulnerable Road Users:** Individuals at greater risk in traffic, such as pedestrians, cyclists, children, elderly, and persons with disabilities.

**Complete Streets:** Roadway designs that accommodate all users, including pedestrians, cyclists, transit riders, and motorists, ensuring safe and accessible travel for everyone.

**Speed Management:** Strategies to control and reduce vehicle speeds, such as setting lower speed limits, enforcing speed regulations, and using speed cameras.

**High-Injury Network (HIN):** Areas or corridors within a city that have a higher incidence of traffic collisions resulting in fatalities or serious injuries. These areas are often prioritized for safety interventions.

**Crash Severity:** The level of harm or damage resulting from a traffic collision, ranging from property damage only to fatal injuries.

**Road Diet:** A strategy that reduces the number of lanes or lane width to slow traffic and make streets safer for all users. Often includes the addition of bike lanes, wider sidewalks, or pedestrian islands.

**Stakeholder Engagement:** The process of involving all relevant parties, including government agencies, community groups, and the public, in the development and implementation of Vision Zero strategies.

**Pedestrian and Bicycle Infrastructure:** Facilities and design elements like sidewalks, crosswalks, bike lanes, and protected intersections that enhance safety and accessibility for non-motorized road users.

**Community-Based Interventions:** Safety strategies and programs that are designed and implemented with active participation from local communities, addressing specific local traffic safety challenges.

**Traffic Enforcement:** The use of laws and regulations to ensure compliance with traffic rules, often involving police presence, speed cameras, and red-light cameras.



**Behavioral Change:** Efforts to alter road user behavior through education, enforcement, and incentives, aiming to reduce risky actions like speeding, distracted driving, and impaired driving.

**Road Safety Audit:** A formal process for evaluating the safety performance of existing or planned roads and identifying potential safety issues before they result in accidents.

**Safety Culture:** The shared attitudes, values, and practices within a community or organization that prioritize safety and encourage safe behaviors on the road.

## **1.2 Statement of Commitment**

The City of Temiskaming Shores supports the fundamental message of Vision Zero: fatalities and serious injuries on our roads are unacceptable and preventable. Efforts must be taken to reduce traffic-related deaths and injuries.

The City is committed to implementing a Safe System systematic approach to guide the design and management of a safe transportation network including all users: vehicles, buses, pedestrians, shoppers and active travellers.

## **1.3 Key Contacts**

Applicable municipal staff are available by calling City Hall at 705-672-3363 or attending 325 Farr Drive, Haileybury:

- Policy Inquiries - Municipal Clerk
- Site Plan Agreements - City Planner
- Facilities and Active Pathways – Director of Recreation
- Infrastructure – Manager of Transportation Services

## **1.4 Organization**

The City of Temiskaming Shores is located on the shores of beautiful Lake Timiskaming. The City is located approximately 500 km north of the City of Toronto, 150 km north of the City of North Bay, and 250 km south of the City of Timmins. Temiskaming Shores is just 20 km from the Ontario/Quebec border, which enhances the francophone culture in the community. Rich soils in the local area and in the region have created a proud agricultural heritage for the community. The City is now home to approximately 9,600 people and acts as the economic and service hub for many communities in the region.

## 2.0 Policy Statement and Objectives

The Council for the City of Temiskaming Shores is committed to eliminating all traffic fatalities and severe injuries, while increasing safe, healthy, equitable mobility for all.

- 2.1 **Zero Fatalities and Serious Injuries:** Achieve zero traffic-related fatalities and serious injuries on Temiskaming Shores' roadways.
- 2.2 **Safe Roadways for All Users:** Design and maintain streets that prioritize the safety of all road users, including pedestrians, cyclists, motorists, and transit riders.
- 2.3 **Equitable Mobility:** Ensure that safety improvements are distributed equitably across all neighborhoods.
- 2.4 **Community Engagement:** Foster a culture of traffic safety through education, outreach, and community involvement.

## 3.0 Key Strategies

Implementing and adopting a Vision Zero policy in a small municipality of less than 10,000 people involve several key strategies that address the unique challenges and opportunities of a smaller community.

### 3.1 Systematic Approach

A systematic approach to implementing a Vision Zero policy in a small municipality is crucial for ensuring that the initiative is effective, sustainable, and tailored to the specific needs of the community. This approach focuses on creating a structured framework that guides every aspect of the policy's implementation, from planning to execution and evaluation. Prioritize interventions in the identified high-risk areas. In a small municipality, even small-scale improvements, such as better signage, speed bumps, or crosswalks, can have a significant impact.

- 3.1.1 Baseline Data
- 3.1.2 Strategic Planning and Prioritization
- 3.1.3 Targeted Intervention
- 3.1.4 Continuous Monitoring and Adaptation

### **3.2 Pilot Programs and Quick Wins**

Further to 3.1, the City shall be committed to implementing pilot programs or small 'low-hanging fruit' systems to engage the community.

By starting small and implementing pilot programs or temporary installations (like pop-up bike lanes or pedestrian zones) to test the impact of different strategies before making permanent changes.

Focus on Quick Wins such as Identifying and implementing quick, visible changes that can demonstrate the benefits of Vision Zero to the community, building momentum for larger initiatives.

### **3.3 Infrastructure Improvements**

The City shall plan, design, construct, operate, and maintain the transportation network to provide a comprehensive and integrated network of facilities that are safe and convenient for people of all ages and abilities travelling by foot, bicycle, wheelchair, public transit or vehicle.

All planned new roads, including those which are development or growth-driven, shall be built as context-sensitive complete streets to provide facilities for people who walk, bike and take transit.

This approach shall also be applied to all infrastructure capital projects, where the entirety of the roadway is planned to be reconstructed or rehabilitated with substantial infrastructure improvements within the existing road allowance, to provide new or improved facilities for people who walk, bike and use public transit.

- 3.3.1 Low-Cost Solutions: In smaller communities with limited budgets, focus on low-cost but effective solutions like better lighting, pavement markings, or temporary measures.

### **3.4 Community Engagement and Education**

The City shall commit to public awareness campaigns with a goal to educate residents about the goals of Vision Zero and the importance of road safety through local media, social media, meetings, and school programs.

An element of stakeholder involvement will be required including local businesses, schools, law enforcement, and community groups in the planning process. Their involvement can help ensure that the policy reflects the community's needs and fosters local support.

Promote a safety culture by encouraging a shift in community attitudes toward road safety, emphasizing shared responsibility among all road users. This cultural change is essential for the long-term success of Vision Zero.

### **3.5 Enforcement**

Continue to work closely with local law enforcement to prioritize the enforcement of traffic laws, particularly those related to speeding, distracted driving, and impaired driving.

### **3.6 Long-Term Planning and Sustainability**

It is vital to incorporate Vision Zero into Long-Term Plans and embed Vision Zero principles into the municipality's long-term planning documents, such as transportation plans or development guidelines or Official Plans.

The City shall continuously monitor the effectiveness of implemented measures and be ready to adjust strategies based on outcomes and community feedback.

### **4.0 Planned Strategies**

When projects or requests develop and are delivered through the Municipality, they shall be looked at through the lens of the Vision Zero Policy and Framework.

#### **4.1 Road Safety Audit**

A road safety audit is a formal examination of a future road or traffic project, or an existing road or road-related area, in which a team of appropriately qualified persons or a singular qualified person identifies deficiencies with the potential to cause crashes in the project. A road safety audit is not simply a compliance check against design standards or other technical guidance. Strict adherence to design standards does not guarantee safety since standards are not always written with safety as a primary objective. A Road Safety Audit considers the safety of all users to proactively identify issues that may cause harm to users and makes recommendations to remove or mitigate these issues.

A Road Safety Auditor shall be designated to a project or request ensuring that the outcome satisfies the Vision Zero principles.

## 4.2 Safe System Approach

Of the 5 Pillars of the Safe System Approach, the municipality shall be focussed on the three that will have the most likely impact to our residents.

1. Safe Roads
2. Safe Speeds
3. Safe Users

4.2.1 Safe Roads are fundamental to the road transportation system including network and roadside. A safe road within a Safe System will provide positive guidance in that it will:

- Convey the need to operate at safe speeds
- Warn the driver of any substandard or unusual features that may increase the likelihood of driver error
- Inform the driver of conditions they will encounter
- Guide the driver through unusual sections
- Control the driver's passage through conflict points or sections
- Be forgiving if the driver makes an error or behaves in an inappropriate way

4.2.2 Safe Speeds are a dominant element of a Safe System. Understanding and managing the inter-relationship among travel speed, road infrastructure design, road users, and vehicle safety leads to a Safe System.

a. Speed Management

- i. Design elements, signage, pavement markings, etc.

- b. Small speed changes translate into significant changes to the likelihood of a collision resulting in a serious injury or a fatality.

4.2.3 Safe Users are essential to minimizing errors in the road transportation system, despite the inevitability of human mistakes.

Recognize their limitations and consistently comply with traffic laws, signs, and pavement markings to operate within the system's design.

Education and training methods are developed to reduce human error during the licensing process, while safe road design provides consistent information that aligns with driver expectations, enhancing performance. Designers must understand the relationship between the built environment and human capabilities to further reduce errors.

### **4.3 Process**

Issues will be dealt with through a community microscope and at the discretion of the Manager of Transportation Services and Team. Individual requests will be monitored and reviewed, however make no guarantee that every request for Traffic Safety or Road Improvement will be completed. The goal of this Policy is to make clear criteria for decisions relating to the advancement of the community as a whole.

### **5.0 Implementation and Evaluation**

Implementing and evaluating a Vision Zero policy requires a tailored approach that considers the unique needs and resources of the community.

#### **5.1 Data Collection and Analysis**

Work with local groups and law enforcement to establish baseline metrics. Establish metrics for traffic fatalities, serious injuries, and other relevant indicators. These metrics will be crucial for evaluating the success of the policy over time.

Collect and analyze local traffic data to identify high-risk areas, common causes of accidents, and vulnerable populations. Given the smaller size of our municipality, staff may need to supplement data with resident surveys and feedback to capture near-misses and unreported incidents.

#### **5.2 Performance Metrics**

The City shall endeavor to evaluate the success of the policy by tracking changes in key metrics, such as the number of traffic fatalities and serious injuries, compliance with traffic laws, and public perception of road safety. As well as assess the cost-effectiveness of implemented strategies.

### **5.3 Ongoing Monitoring**

The City shall conduct annual reviews of the Vision Zero policy's performance. Analyze what strategies have worked, what challenges remain, and where adjustments are needed. Based on the findings from evaluations and community feedback, refine the action plan and make necessary adjustments to interventions. This might involve scaling up successful pilot projects, addressing unforeseen issues, or reallocating resources.

The City shall continuously collect data on traffic incidents, fatalities, injuries, and near misses. Regularly compare this data to baseline metrics to assess progress.

The City shall establish channels for ongoing community feedback, such as surveys, public meetings, and online platforms, to ensure that the policy remains responsive to residents' needs. Transparency builds trust and encourages continued community support.

Highlight and celebrate milestones, such as a year with no traffic fatalities, to reinforce the community's commitment to Vision Zero and maintain momentum.

### **6.0 Conclusion**

Temiskaming Shores is dedicated to creating a safe and equitable transportation environment for all. By adopting the Vision Zero policy, The City of Temiskaming Shores commits to taking bold and proactive steps to eliminate traffic fatalities and serious injuries, ensuring that every resident and visitor can travel safely within our community.

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**Subject:** Request for Proposal Award – Solid Waste Management Services      **Report No.:** PW-023-2024

**Agenda Date:** September 3, 2024

---

### **Attachments**

**Appendix 01:** Submission Evaluation

**Appendix 02:** Request for Proposal Submission Results

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-023-2024; and
2. That Council directs staff to negotiate the final pricing with Phippen Waste Management for the collection, removal and disposal of refuse; and for the operation and maintenance of the Landfill Site, and report back to Council at a future date.

### **Background**

Currently, the City is in a contractual agreement with Phippen Waste Management through By-law No. 2019-103 and amending By-law No.2023-036. The by-laws contain Schedules for different aspects of the City’s Full Solid Waste Management Program which includes the collection, removal and disposal of refuse; the collection, removal and disposal of recycling; the operation and maintenance of the Landfill Site; and the operation and maintenance of the Spoke Transfer Station. All Schedules are set to expire on December 31, 2024.

Ontario Regulation 391/21 made under the Resource Recovery and Circular Economy Act, 2016, makes producers responsible for the Blue Box Program, including meeting regulated outcomes for providing collection services to local communities, managing blue box materials, and achieving diversion targets to improve diversion, address plastic waste, and recover resources for use in the economy. Under this regulation, the City of Temiskaming Shores is scheduled to transition on January 1, 2025.

This transition will result in a significant change to how the City’s Solid Waste Management Program is currently operated.

As a result, in December 2023, Council provided staff with direction to provide written notice to Phippen Waste Management that all Schedules will terminate on December 31,



2024, and to release a Request for Proposal (RFP) for the collection, removal and disposal of refuse, and for the operation and maintenance of the Landfill Site. The intent of the RFP was to continue with these services as currently provided.

The notice was provided to Phippen Waste Management in December 2023. PW-RFP-004-2024 – Solid Waste Management Services was prepared, released and closed on August 22, 2024, with the intent to enter into a seven (7) year agreement. Pricing associated with the RFP was for the first year (2025).

**Analysis**

One submission from Phippen Waste Management was received in response to the RFP. The submission was reviewed and evaluated in accordance with the evaluation criteria outlined in the RFP and is summarized below and detailed in Appendix 01.

Evaluation Score						
Company	Expertise	Staff	Schedule	Knowledge	Fees	Score
Phippen	174	135	180	90	350	<b>929</b>

As indicated above, the pricing associated with the RFP was for the first year of a seven (7) year agreement and is summarized below and detailed in Appendix 02.

Year 1 – 2025 Pricing	
<b>Curbside Collection of Refuse – Carts and Dumpsters</b>	\$ 418,369.90
<b>Landfill Operation/Maintenance</b>	\$ 565,681.40

It is recommended that Council direct staff to negotiate the final terms of the seven (7) year agreement with Phippen Waste Management, to include an annual price adjustment, pricing for downtown core collection and assisted waste collection.

Within the 2024 Solid Waste Operating Budget, Council approved \$1,506,000 for the collection of recycling and refuse, transportation and processing of recycling and the operation of the landfill site.

With the transition of the Blue Box Program to full producer responsibility, as well as the pricing associated with this RFP, it is anticipated that the 2025 Solid Waste Operating Budget will see savings of approximately \$ 400,000.

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

- By-Law No. 2017-015, Procurement Policy
- Solid Waste Management By-law 2015-128
- PW-RFP-004-2024 - Solid Waste Management

**Consultation / Communication**

- PW-RFP-004-2024 - Solid Waste Management
- Consultation with the Senior Management Team

**Financial / Staffing Implications**

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

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

The cost associated with the collection, removal and disposal of refuse and the operation and maintenance of the Landfill Site will be included in the 2025 Solid Waste Operating Budget.

As indicated above, it is anticipated that there will be approximately a \$ 400,000 reduction to the 2025 Solid Waste Operating Budget compared to 2024.

**Climate Considerations**

There are no related climate implications.

**Alternatives**

No alternatives were considered.

**Submission**

Prepared by:

Reviewed and submitted for Council's  
consideration by:

*"Original signed by"*

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*"Original signed by"*

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Steve Burnett  
Manager of Environmental Services

Shelly Zubyck  
Director of Corporate Services

Request for Proposal - Evaluation

PW-RFP-004-2024 – Solid Waste Management Services

**EVALUATION**

CATEGORY	Score between 0 - 10		Criteria
	Score	Phippen	
<b>QUALIFICATIONS, EXPERTISE AND PERFORMANCE ON SIMILAR PROJECTS (20%)</b>			
Past ability to successfully complete projects within timelines & budget;	8.00	48.00	6
Stability and reputation of firm;	9.00	36.00	4
Qualifications of support staff;	9.00	45.00	5
Qualifications of senior staff/project manager.	9.00	45.00	5
<b>PROPOSED PROJECT MANAGER AND TEAM (15%)</b>			
Past experience directing or involvement with similar projects;	9.00	45.00	5
Expertise	9.00	45.00	5
Understanding of proposed project.	9.00	45.00	5
<b>COMPLETENESS AND SCHEDULE (20%)</b>			
Availability of key staff;	9.00	45.00	5
Demonstrated customer service program	9.00	45.00	5
Methodology and Schedule;	9.00	45.00	5
Quality assurance program.	9.00	45.00	5
<b>KNOWLEDGE OF CITY REGARDING THE PROJECT (10%)</b>			
Members of team must be familiar with the City's infrastructure, and have a working knowledge of the area environment.	9.00	90.00	10
<b>ESTIMATED FEES AND DISPERSEMENTS (35%)</b>			
Cost estimates	10.00	350.00	35
<b>Weighted Summary (Totals):</b>		<b>929.00</b>	<b>100.00</b>

Document Title: PW-RFP-004-2024 "Solid Waste Management Services"

Closing Date: Thursday, August 22, 2024



Closing Time: 2:00 p.m.

Department: Public Works

Opening Time: 2:45 p.m.

Attendees via teleconference: Microsoft Teams

**City of Temiskaming Shores:**

Logan Belanger, Municipal Clerk	Steve Burnett Manager of Environmental Services	
		

**Others (teleconference):**

Lois Phippen, Phippen Waste Management	
Randy Phippen, Phippen Waste Management	

Submission Pricing

**Bidder:**

Category 1 – Curbside Collection and Transportation of Refuse			
Number of Carts		Cost/Tip	Total for Year based on 26 Tips
4521		\$ 3.40	\$ 399,656.40
Size of Dumpster	Number of Dumpsters	Cost/Tip	Total for Year based on 26 Tips
2 Cubic Yard	11	\$ 34.45	\$ 9,852.70
4 Cubic Yard	3	\$ 46.95	\$ 3,662.10
6 Cubic yard	3	\$ 66.65	\$ 5,198.70
Total Cost for 2025 (Carts + Dumpsters)			\$ 418,369.90

Category 2 – Municipal Landfill Operation and Maintenance	
Total Lump Sum Cost for 2025	\$ 565,681.40

Bidder: N/A

Category 1 – Curbside Collection and Transportation of Refuse			
Number of Carts		Cost/Tip	Total for Year based on 26 Tips
4521		\$	\$
Size of Dumpster	Number of Dumpsters	Cost/Tip	Total for Year based on 26 Tips
2 Cubic Yard	11	\$	\$
4 Cubic Yard	3	\$	\$
6 Cubic yard	3	\$	\$
<b>Total Cost for 2025 (Carts + Dumpsters)</b>			<b>\$</b>

Category 2 – Municipal Landfill Operation and Maintenance	
<b>Total Lump Sum Cost for 2025</b>	<b>\$</b>

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

# Memo

**To:** Mayor and Council  
**From:** Mathew Bahm, Director of Recreation  
**Date:** September 3, 2024  
**Subject:** NOHFC Community Enhancement Program  
**Attachments:** N/A

---

Mayor and Council:

The City has received correspondence from the NOHFC regarding the Phase 2 submission to the NOHFC Community Enhancement Program, Rural Enhancement Stream for upgrades to municipal parks including Farr Park and Shaver Park.

The NOHFC has advised the City that a portion of the project will not be eligible for funding and we need to revise our application. City staff have made the appropriate changes to the submission but need an updated resolution of Council to reflect those changes.

As such, staff are recommending that the City pass a resolution affirming the following:

1. That the City direct staff to submit a phase 2 application to the NOHFC Community Enhancement Program – Rural Enhancement Stream, to complete various upgrades to municipal parks;
2. That the City confirms it owns all the lands where the proposed upgrades will take place;
3. That the total project costs are estimated to be \$410,464.00 of which \$359,251.00 are eligible costs;
4. That the City confirms it will provide a contribution of 25% of the eligible costs totalling \$89,813.00, as confirmed within the 2024 Municipal Budget; and
5. That any other costs for the project, including cost overruns, will be borne by the City.

The portion of the project deemed ineligible is the paving of the Farr Park parking lot which was to increase the accessibility and inclusivity of the overall park. Upon

confirmation of the final funding amount, if any, City staff will formulate a plan within the current allotted budget amount to move forward with the remaining aspects of the project.

Prepared and submitted for  
Council's consideration by:

*"Original signed by"*

---

Mathew Bahm  
Director of Recreation



# Memo

**To:** Mayor and Council  
**From:** Mathew Bahm, Director of Recreation  
**Date:** September 3, 2024  
**Subject:** Grant Applications - Community Sport and Recreation  
Infrastructure Fund and Seniors Active Living Centres Program

---

Mayor and Council:

Recreation staff have identified two grant opportunities for the City of Temiskaming Shores.

The province of Ontario is currently accepting applications for the Community Sport and Recreation Infrastructure Fund until October 29, 2024. This grant provides funding towards the repair and rehabilitation of existing sport and recreation facilities, or funding to build new community recreation facilities. Staff are recommending that the City apply to stream 1 of the fund. Stream 1 funding would provide a 50% cost share, up to \$1 million, to support a project that will result in the repair or rehabilitation of a community sport and recreation facility.

The roof of the Don Shepherdson Memorial Arena has been identified as in need of replacement. The current expected lifespan of this critical piece of the building envelope is less than five years-time, as noted in inspection reports received by Council.

Preliminary investigations estimate that this project will cost up to \$1,000,000.

Staff are therefore recommending that Council approve a funding application to the Community Sport and Recreation Infrastructure Fund – Stream 1, in the amount of \$1,000,000 for the roof replacement project at the Don Shepherdson Memorial Arena.

Should the City be successful in receiving funding from this source, this project would need to be included in the 2025 capital budget.

The province of Ontario is also accepting applications for the 2024-25 Seniors Active Living Centres Program Expansion until September 12, 2024. Seniors Active Living Centre (SALC) programs promote wellness, social interaction, and education to help seniors stay active, independent, and engaged. As the City of Temiskaming Shores provides similar programming through our All-Age Friendly program, staff are proposing to submit an application to expand the number of activities we currently offer. Due to the structure of the grant, should our application be approved, the overall cost to the municipality to provide this service would decrease, while being accompanied by an increase in the level of service offered.



Staff are therefore recommending that Council approve a funding application to the 2024-25 Seniors Active Living Centres Program Expansion, for the provision of senior's programming to community residents, and that the City of Temiskaming Shores confirms its commitment to funding a minimum of 20% of the net annual cost to operate the program.

Submitted for Council's  
consideration by:

*"Original signed by"*

---

Mathew Bahm  
Director of Recreation

# Memo

**To:** Mayor and Council  
**From:** Mathew Bahm, Director of Recreation  
**Date:** September 3, 2024  
**Subject:** DSMA Concession Lease Agreement  
**Attachments:** By-law No. 2023-092

---

Mayor and Council:

The City of Temiskaming Shores and Josee and Marc Dupuis entered into an agreement for the lease of the Don Shepherdson Memorial Arena concession through By-law No. 2023-092.

Josee and Marc provided exemplary service throughout the 2023-2024 season, and are currently preparing for the upcoming season.

The attached agreement outlines the term and fee schedule for the use of the concession as follows:

## **2. Term**

***To hold the premises for a term commencing September 1<sup>st</sup>, 2023 to August 30<sup>th</sup>, 2028.***

## **3. Rent**

***The Tenant shall pay Two Hundred Seventy-Five dollars (\$275) plus applicable taxes per month payable on the first day of each month for the term of this agreement.***

The City's interpretation of this clause was that each and every month of the agreement, the lessee was to pay \$275 plus tax in rent to the City.

When the lessee was first billed for the month of May 2024, they contacted the City to inquire why they were being billed for this month, as it was apparently a change from the last time they held a multi-year lease for this space.

After negotiations, the City proposed the following amendment to Section 3 – Rent of the agreement:

***The Tenant shall pay Two Hundred Seventy-Five dollars (\$275) plus applicable taxes per month payable on the first day of each September, October, November, December, January, February, March and April for the term of the agreement. An additional charge***

*of \$275 per month will be billed should the lessee open for service on any day in the month of May, June, July or August during the term of the agreement.*

This change would see the City forgo approximately \$5,500 in revenue over the five-year term of the agreement. Staff are recommending making this amendment to the agreement to maintain an amicable relationship with an exemplar proprietor who is providing a valuable service to the operations of the Don Shepherdson Memorial Arena.

Prepared and submitted for  
Council's consideration by:

*"Original signed by"*

---

Mathew Bahm  
Director of Recreation

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

**By-law No. 2023-092**

**Being a by-law to enter into a Lease Agreement with Josee and Marc Dupuis for the operation of the Don Shepherdson Memorial Arena Concession – September 1, 2023 to August 30, 2028**

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

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

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

**And whereas** Council considered Administrative Report RS-019-2023 at the August 8, 2023 Committee of the Whole meeting and directed staff to prepare the necessary by-law to enter into a lease agreement with Josee and Marc Dupuis for the operation of the Don Shepherdson Memorial Arena Concession – September 1, 2023 to August 30, 2028 for consideration at the August 8, 2023 Regular Council meeting;

**And whereas** the Council of The Corporation of the City of Temiskaming Shores deems it desirable to enter into a Lease Agreement for the operation of concession services at the Don Shepherdson Memorial Arena;

**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 Lease Agreement with Josee and Marc Dupuis for the operation of the Don Shepherdson Memorial Arena Concession – September 1, 2023 to August 30, 2028, 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 8<sup>th</sup>, day of August, 2023.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk

*[Faint handwritten notes and illegible text]*



Schedule "A" to  
**By-law No. 2023-092**  
Lease Agreement between

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

and

**Josee & Marc Dupuis**

For the operation of the Don Shepherdson Memorial Arena Concession from  
September 1, 2023 – August 30, 2028.

This agreement made in duplicate this 8<sup>th</sup> day of August, 2023

Between:

**City of Temiskaming Shores**  
(Hereinafter called the "City")

And:

**Josee & Marc Dupuis**  
(Hereinafter called the "Tenant")

**Whereas** the City is the owner of the lands in the City of Temiskaming Shores, in the District of Temiskaming as described herein;

**And whereas** the parties hereto have agreed to enter into this Lease.

### **1. Leased premises**

The City hereby demises and leases to the Tenant part of the City's Building known as the Don Shepherdson Memorial Arena Concession containing a rentable area for concession operations in the City of Temiskaming Shores, Ontario being hereinafter called the "premises".

### **2. Term**

**To hold** the premises for a term commencing **September 1<sup>st</sup>, 2023** to **August 30<sup>th</sup>, 2028**.

### **3. Rent**

The Tenant shall pay Two Hundred Seventy-Five dollars (\$275) plus applicable taxes per month payable on the first day of each month for the term of this agreement.

### **4. Renewal**

The Tenant, upon the satisfaction of the City, shall have the right to renew the agreement under the same conditions and provisions contained herein.

The City reserves the right to seek proposals or renegotiate the conditions and provisions for the lease of the premises if it is felt in the best interest of the City to do so.

### **5. Business Services**

The Tenant will work in good faith with the City of Temiskaming Shores to schedule hours in accordance with their submission to RS-RFP-004-2023. The Tenant shall also work in good faith to reflect any changes in the scheduling of ice time; to be open for all New Liskeard Cubs Games, New Liskeard Lions Games, Temiskaming Shores Skating Club Shows, and all hockey tournaments.



## 6. Healthy Eating at Recreation Settings (HERS)

The Tenant shall support the promotion of affordable healthy options at municipal facilities by committing to the Healthy Eating at Recreations Settings (HERS) program as outlined in Appendix 01 attached herein.

## 7. Vending Services

The Tenant acknowledges and confirms that this agreement does not provide the Tenant with any privileges for the provision of vending services within the Don Shepherdson Memorial Arena are all vending services within the Don Shepherdson Memorial Arena are at the sole discretion of the City.

## 8. Tenant's Covenants

- a) **Rent** – to pay rent;
- b) **Insurance** - To provide General Liability Insurance for coverage of all areas under this lease in the joint names of the Tenant and the City of Temiskaming Shores with the limits of not less than (\$2,000,000) **two million dollars (Canadian)**, inclusive per occurrence for bodily injury, death or damage for property including loss of use thereof, with property deductible of five hundred dollars (\$500). Proof of insurance must be supplied to the City prior to occupying the facilities and thereafter to provide proof of insurance on each anniversary of the date of occupation; and, to provide proof of insurance forthwith upon request by the City at any time.
- c) **Repair** - to repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to permit the City to enter and view the state of repair and to repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted;
- d) **Cost of repair where Tenant at fault** - that if the building including the premises, boilers, engines, pipes and other apparatus (or any of them) used for the purpose of heating or air conditioning the building, or if the water pipes, drainage pipes, electric lighting or other equipment of the building or the roof or outside walls of the building get out of repair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, his servants, agents, employees or anyone permitted by him to be in the building (or through him or them in any way stopping up or injuring the heating apparatus, water pipes, drainage pipes, or other equipment or part of the building) the expense of any necessary repairs, replacements or alterations shall be paid by the Tenant to the City forthwith on demand;
- e) **Assigning or subletting** - not to assign, sublet or part with possession of any part of the premises without leave of the City, which leave shall not be unreasonably withheld, and which leave shall not be required in the event of a sublease to add any

personnel to the group comprising the Tenant or to a management corporation which may be incorporated by the Tenant;

- f) **Entry by City** - to permit the City or its agents to enter upon the premises at any time and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to the building, and the Tenant shall not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby; provided that the City shall give reasonable advance notice to avoid inconvenience to the Tenant, given the private and confidential nature of the profession of the Tenant;
- g) **Indemnity** - to indemnify and save harmless the City against and from any and all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servants, employee or licensee of the Tenant;
- h) **Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Tenant and obtaining the Tenant's prior written consent (in each instance); such work shall if the Tenant so elects, be performed by employees of or contractors designated by the Tenant; in the absence of such election, such work may be performed with the Tenant's consent in writing (given prior to letting of contract) by contractors engaged by the City but in each case only under written contract approved in writing by the Tenant and subject to all conditions which the Tenant may impose; the City shall submit to the Tenant or the City's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time understood by the Tenant that certain equipment is to be installed and to be placed at convenient places as designated by the City;
- i) **Use of Building** - the Tenant shall not allow the building and/or property to be used for any purpose other than to carry on the business of a Concession Stand.

## 9. City's Covenants

The City covenants with the Tenant;

- a) **Quiet enjoyment** - for the quiet enjoyment;
- b) **Taxes** - to pay all taxes and rates, municipal, parliamentary or otherwise, levied against the premises or the Tenant on account thereof;
- c) **Electricity and water** - to pay for the electricity and water supplied to the premises;
- d) **Refuse Collection** – The City **shall not** provide any additional refuse or recycling receptacles or collection specific to this operation;
- e) **Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise.

## 10. Provisos

Provided always and it is hereby agreed as follows:

- a) **Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt. The City may at its option terminate this lease on giving written notice to the Tenant.
- b) **Damage to property** - The Tenant shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the City or to the employees of the City or to any other person while in the building or in the yard of the building unless such loss, damage or injury shall be caused by the negligence of the Tenant or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other City;
- c) **Right of termination by the City** - The City shall have the right to terminate this lease forthwith by leaving upon the Premises, or sent by ordinary mail to his usual place of business, sixty (60) days' notice in writing of its intention, and thereupon any payments owing to the Tenant under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Tenant shall immediately deliver up possession of the Premises to the Landlord, and the Landlord may re-enter and take possession of the Premises.
- d) **Right of termination by the Tenant** - the Tenant, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises notice in writing of its intention, sixty (60) days' notice in writing of its intention, and thereupon rent and any other payments for which the Tenant is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Tenant shall immediately deliver up possession of the Premises to the City, and the City may re-enter and take possession of the premises;

## 11. Headings

The headings in this lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease or any provisions hereof.

**Remainder of this page left blank intentionally**

City of Temiskaming Shores  
NL Arena Concession – Dupuis

Schedule "A" to  
By-law No. 2023-092

Signed and Sealed in  
the presence of

**Josee & Marc Dupuis**

DocuSigned by:  
*Josee Dupuis*  
4A940C25B97B4BF

Owner/Operator – Josee & Marc Dupuis

Witness -

Municipal Seal

**Corporation of the City of  
Temiskaming Shores**

*Jeff Laferriere*  
Mayor – Jeff Laferriere

*[Signature]*  
Clerk

## Healthy Eating at Recreation Settings

The City of Temiskaming Shores supports the promotion of affordable healthy options at municipal facilities, the Concession Operator is required to commit to the following:

- Fruit smoothies and fresh fruit are mandatory menu items and must be available at all times when the concessions are open. The Haileybury beach concession must also have at least one healthy grilled sandwich available at all times, and the other 2 concessions must have at least 1 grilled sandwich available on tournament weekends.
- Commit to have bottled water available at all times and consider option of 100% fruit juice in smaller bottles, as well as milk.
- Fruit smoothies and healthy grilled sandwiches must be prepared following the recipes provided/approved by the Timiskaming Health Unit Registered (THU) Dietitians. Preparing fruit smoothies with fruit juice and/or flavored syrup is not permitted.
- If Vending Machines are included in the lease agreement the Concession Operators must commit to include at least 20% (1 healthy option for every 4 other options available) of healthy items in the vending machines. A list of healthy options from the THU will be provided. If in doubt about what other healthy options can be included in the vending machines please contact the Registered Dietitians at the Timiskaming Health Unit.
- Prices for healthy options to be the same or lower than the prices for similar menu options.
- Freggie Fuel branded materials must be used by concession operators to promote the healthy options available at all times. This includes: a posted menu board for healthy choices, a sandwich menu board, a large Freggie cut-out and Freggie Fuel stickers for both smoothie cups and fresh fruit pieces. If in need for more materials (such as stickers) contact the Timiskaming Health Unit. The Proponent to include other branded materials suggested and provided by the City of Temiskaming Shores.
- The City of Temiskaming Shores may plan and implement ongoing promotional initiatives to encourage patrons' consumption/purchase of the healthy options available. These initiatives will be at no-cost to the operators.
- Additional healthy items – Adding other healthy options to the menu is encouraged by the City of Temiskaming Shores. Those healthy items must follow these general healthy eating guidelines: high in vitamins & minerals, whole grains and fiber **and** low in sodium, added sugars, trans and saturated fat. Any new proposed healthy items to be submitted to the Timiskaming Health Unit for approval.
- Concession operators are required to keep track of the sales for the healthy options and provide the City of Temiskaming Shores with this information on a monthly basis for the term of the lease. A tracking sheet will be provided.
- The City of Temiskaming Shores reserves the right to modify the HERS requirement.

## The Corporation of the City of Temiskaming Shores

### By-law No. 2024-000

#### Being a by-law to amend By-law No. 2023-092, to enter into a Lease Agreement with Josee and Marc Dupuis for the operation of the Don Shepherdson Memorial Arena Concession (September 1, 2023 to August 30, 2028) – Rent

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

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

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

**Whereas** Council considered Administrative Report RS-019-2023 at the August 8, 2023 Committee of the Whole meeting and directed staff to prepare the necessary by-law (No. 2023-092) to enter into a lease agreement with Josee and Marc Dupuis for the operation of the Don Shepherdson Memorial Arena Concession – September 1, 2023 to August 30, 2028 for consideration at the August 8, 2023 Regular Council meeting; and

**Whereas** Council considered Memo No. 020-2024-RS at the September 3, 2024 Committee of the Whole Meeting, and directed staff to prepare the necessary by-law amend By-law No. 2023-092 to replace Section 3 – Rent with a new provision, to clearly define the payment schedule, for consideration at the September 17, 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 Schedule "A", of By-Law No. 2023-092, be amended by deleting Section No. 3 – Rent in its entirety and replacing with the following:

#### **3. Rent**

The Tenant shall pay Two Hundred Seventy-Five dollars (\$275) plus applicable taxes per month payable on the first day of each September, October, November, December, January, February, March and April for the term of the agreement. An additional charge of \$275 per month will be billed should the lessee open for service on any day in the month of May, June, July or August during the term of the agreement.

2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time and finally passed** this 17<sup>th</sup> day of September, 2024.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

DRAFT

# Memo

**To:** Mayor and Council  
**From:** Mathew Bahm, Director of Recreation  
**Date:** September 3, 2024  
**Subject:** NOHFC Agreement (NISKA)  
**Attachments:** Appendix 01 – Resolution No. 2023-289  
Appendix 02 – Draft By-Law and pending NOHFC/NISKA/City Agreement

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Mayor and Council:

The City has partnered with NISKA for the redevelopment of the greenspace south of City Hall on Farr Drive in Haileybury. Work is ongoing at this space with completion slated for fall 2024.

To assist with funding this initiative, Council directed staff to jointly apply to the NOHFC Community Enhancement Program with the NISKA Leadership Centre as per resolution no, 2023-289 (Appendix 01). As part of the agreement with NISKA, NISKA volunteers were to take on the responsibility of developing the application, following up with any required notices and completing any required administration related to the grant (if successful).

The NOHFC has provided notice that the joint application for funding was approved and has provided a funding agreement for all parties to sign. The funding agreement is attached for Council's consideration.

City staff, in conjunction with NISKA volunteers, have reviewed the funding agreement and no areas of concern have been noted. City staff are therefore recommending that the City sign the agreement.

As per the previous resolution, NISKA will continue to complete any required administration of the grant with the NOHFC while the City will continue to provide oversight to ensure compliance.

Submitted for Council's  
consideration by:

*"Original signed by"*

---

Mathew Bahm  
Director of Recreation



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

**By-law No. 2024-000**

**Being a by-law to enter into a an Agreement with the Northern Ontario Heritage Fund Corporation (NOHFC) in partnership with NISKA Leadership Centre, for the redevelopment of the greenspace south of City Hall on Farr Drive, Haileybury**

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

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

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

**Whereas** Council considered Memo No. 021-2024-RS at the September 3, 2024 Committee of the Whole Meeting, and directed staff to prepare the necessary by-law to enter into an agreement with NOHFC in partnership with NISKA Leadership Centre, for the redevelopment of the greenspace south of City Hall on Farr Drive in Haileybury, for consideration at the September 17, 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 conditional contribution agreement with the Northern Ontario Heritage Fund Corporation, in partnership with NISKA Leadership Centre, for the redevelopment of the greenspace south of City Hall on Farr Drive in Haileybury, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Mayor and Clerk have the delegation of authority to execute any and all required documentation and amendments, on behalf of the City of Temiskaming Shores, as required under the Contribution Agreement, as long as the amendments do not create any financial liability for the City that is beyond a budget approved by Council.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time and finally passed this 17<sup>th</sup> day of September 2024.**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

DRAFT



Schedule “A” to

**By-law No. 2024-000**

Being a funding Agreement between

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

and

**Northern Ontario Heritage Fund Corporation (NOHFC)**

In partnership with NISKA Leadership Centre, for the redevelopment of the greenspace south of City Hall on Farr Drive in Haileyburg

August 26, 2024

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

Centre De Leadership Niska Leadership Centre  
620 Lakeshore Road South,  
Haileybury, Ontario P0J 1K0

E-mail: [mbahm@temiskamingshores.ca](mailto:mbahm@temiskamingshores.ca) & [blaisjocelyn@gmail.com](mailto:blaisjocelyn@gmail.com)

**Attention:** Felicity Buckell, Manager & Jocelyn Blais, Chairperson

RE: NOHFC Project 7510236

Enclosed are:

- the proposed conditional contribution agreement between The Corporation of the City of Temiskaming Shores and Centre De Leadership Niska Leadership Centre and the Northern Ontario Heritage Fund Corporation (NOHFC)
- a chart showing other documents to be completed and returned to NOHFC
- a copy of NOHFC's electronic funds transfer (EFT) information form, to be filled in with payment information (please note that although the EFT information may have been submitted for other projects, it is a requirement for each approved project)

If the agreement is acceptable, **please arrange for signatures on all copies by an authorized signatory of Recipient and return all of the signed copies, together with a completed Schedules A and B, and a completed and signed EFT information form to me.** One copy will be returned to you after signing by NOHFC.

Please be advised that the agreement does not enter effect until NOHFC has signed the agreement and we therefore ask that you sign and send the agreement to NOHFC for its signature within 60 days.

After the agreement has been fully executed, your project officer [Laurie.Ypya@Ontario.ca](mailto:Laurie.Ypya@Ontario.ca) will provide you with an electronic version of the Request for Funds Form for your convenience. Please contact your project officer if there are any aspects of the agreement that you wish to discuss.

Sincerely,



John Guerard, Executive Director (A)

## Northern Ontario Heritage Fund Corporation

### Schedules to be completed and Documents to be returned with Signed Legal Agreement

#### Definitions:

“**Recipient**” means: The Corporation of the City of Temiskaming Shores and Centre De Leadership Niska Leadership Centre

“**NOHFC**” means Northern Ontario Heritage Fund Corporation

Item #	Documents to be completed and returned with signed legal agreement	Requirement
1.	<p><b>Schedule A – located in the agreement</b></p> <p>This form requires you to fill in the following information:</p> <ul style="list-style-type: none"><li>• milestones for the Project, and their timing, in the Project Plan Section (3)</li><li>• insert Project completion date of the Agreement - should reflect the proposed date that the Project will be completed</li></ul>	Mandatory
2.	<p><b>Electronic Funds Transfer information form (separate form)</b></p> <p>This form requires you to fill in banking information required for Electronic Funds Transfers from NOHFC to the Recipient</p> <p><b>REMEMBER TO INCLUDE A VOID CHEQUE</b></p> <p><i>NOTE: ALTHOUGH AN EFT FORM MAY HAVE BEEN SUBMITTED FOR OTHER PROJECTS, IT IS A REQUIREMENT FOR EACH AND EVERY APPROVED PROJECT.</i></p>	Mandatory

**NORTHERN ONTARIO HERITAGE FUND CORPORATION  
ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION FORM**

*\*\* to deposit funds into your account\*\**

**PROJECT NUMBER:** 7510236

**RECIPIENT NAME (the "Recipient"):** The Corporation of the City of Temiskaming Shores and Centre De Leadership Niska Leadership Centre

FINANCIAL INSTITUTION INFORMATION		
ACCOUNT HOLDER NAME		
FINANCIAL INSTITUTION		
FINANCIAL INSTITUTION ADDRESS		
CITY	PROVINCE	POSTAL CODE
TRANSIT # 5 DIGITS	BANK # 3 DIGITS	ACCOUNT # 7-12 DIGITS

**Cheque Example:**

00	1 2 3 4 5	008	1 2 3 4 5 6 7
TRANSIT #	BANK #	ACCOUNT #	

I hereby authorize Northern Ontario Heritage Fund Corporation to deposit funds electronically, pursuant to the loan and conditional contribution agreement or conditional contribution agreement (as the case may be) between NOHFC and Recipient, into the bank account described above.

**NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Attach one of the following displaying your legal name and account information:

- Void Cheque
- Signed or stamped bank letter

Please note:

- Payment notifications and details are issued to recipient via automated email:

**Email Address:** \_\_\_\_\_

*Note: Bank counter cheques or cheques with hand written information are not acceptable.*

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

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

(“**NOHFC**”)

- and -

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

(the “**City**”)

- and -

**CENTRE DE LEADERSHIP NISKA LEADERSHIP CENTRE**  
a not-for-profit corporation existing under the laws of Ontario

(“**Niska**”)

(the City and Niska, as co-recipients, collectively the “**Recipients**”, and each a “**Recipient**”)

**Background:**

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

The Recipients have applied to NOHFC for funds to assist the Recipients in carrying out the Project.

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

**Consideration:**

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

**1.0 INTERPRETATION AND DEFINITIONS**

**1.1 Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa, and words in one gender include all genders;
- (b) the background and the headings do not form part of this Agreement; they are for reference only and shall not affect the interpretation of this Agreement;

- (c) any reference to dollars or currency shall be to Canadian dollars or currency;
- (d) the words “include”, “includes”, and “including” are used to indicate nonexclusive examples and not that the Parties intended such examples to be an exhaustive list;
- (e) any provision of this Agreement that states that NOHFC “may” do or agree to something, means that NOHFC may choose to do (or agree to) or to not do (or agree to) such thing in its sole discretion; and
- (f) in the event of a conflict between the main body of this Agreement and any schedule, the main body of this Agreement governs unless otherwise specified.

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

**“Agreement”** means this agreement, in respect of project number 7510236 and entered into among NOHFC and the Recipients, all of the following schedules, and any amending agreement entered into as provided in Section 14.2:

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

**“Application Date”** means the date that the application for funding in respect of the Project was received by NOHFC, being September 20, 2023.

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

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

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

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

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



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

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

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

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

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

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

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

**“Maximum Funds”** means the maximum amount payable to the Recipients under this Agreement, which is the lesser of: (a) the Project Percentage of the total Eligible Project Costs, and (b) \$150,000.

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

**“Party”** means either NOHFC or the Recipients (the City and Niska collectively or alone, as the context requires), and **“Parties”** means NOHFC and the Recipients.

**“Project”** means the undertaking described in Schedule A.

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

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

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

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

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

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

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

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

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

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

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

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

## **2.0 THE PROJECT**

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

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

- (a) by the Project Completion Date; and
- (b) in accordance with the Project Budget,

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

2.3 **Project Costs.** Whenever a Recipient acquires goods or services to be claimed as Eligible Project Costs, it shall do so through a process that promotes the best value for money. If the Recipients are selecting third-party contractors from which to acquire goods or services to be claimed as Eligible Project Costs in an amount greater than \$25,000, a competitive process must be used, including a written request for at least three submissions, written evaluation of submissions received and a written agreement with the successful contractor. Notwithstanding the foregoing, NOHFC may consent in writing to a non-competitive process over \$25,000 if details of urgency, special expertise, confidentiality, savings, or other circumstances warrant it. NOHFC consents to the Recipients acquiring contractor services for the Project from 2782917 Ontario Inc. o/a “Tem Pro” through a non-competitive process.

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

2.5 **Movement and Disposal of Assets.** Except with NOHFC’s prior written consent and subject to and without limiting the other terms and conditions of this Agreement, the Recipients shall not, from the Effective Date until the date that is three years after the Project Completion Date, sell, lease, or otherwise dispose of, or store or move to any location outside of Northern Ontario,

any asset purchased, improved, or created, in whole or in part, with the Funds, or for which Funds were provided, in whole or in part, provided that the Recipients may sell, lease, or dispose of assets having an aggregate purchase cost not in excess of \$10,000 to the extent such sale, lease, or disposal is not otherwise prohibited by this Agreement.

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

## 2.7 **Publicity.**

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

2.8 **Travel, Meal, and Accommodation Costs.** Travel, meal, and accommodation costs may only be recognized as Eligible Project Costs to the extent that such costs: (i) do not exceed any rate limits set out under Ontario's *Travel, Meal and Hospitality Expenses Directive* as amended or replaced from time to time; and (ii) would otherwise be reimbursable under the principles in that Directive.

## 3.0 **CHANGES**

3.1 **No Changes.** The Recipients shall not make any changes to the Project, the Project Budget, or the Project Plan without the prior written consent of NOHFC.

3.2 **Notification.** The Recipients shall notify NOHFC promptly if a Recipient becomes aware of any actual or potential changes as described in Section 3.1, or of any event that could reasonably be expected to affect the Recipients' ability to complete the Project in accordance with this Agreement.

3.3 **Change Requests.** In the event the Recipients:

- (a) wish to amend the Project Plan; and/or

- (b) wish to amend any portion of the Project Budget;

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

## **4.0 FUNDS AND PAYMENT**

### **4.1 Payment of Funds.**

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

## 4.2 Limitations on Funding.

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

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

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

## 5.0 **REPRESENTATIONS, WARRANTIES AND COVENANTS**

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

- (a) it is, and shall continue to be during the term of this Agreement, a validly existing legal

entity with full power to fulfill its obligations under this Agreement;

- (b) it has, and shall continue to have during the term of this Agreement, the experience and expertise necessary to carry out the Project;
- (c) any information provided in, or in support of, the application to NOHFC for funding in respect of the Project (including information relating to any eligibility requirements) was true and complete at the time provided, and shall continue to be true and complete in all material respects for the term of this Agreement, except as set out to the contrary in this Agreement;
- (d) it is not in default, and shall continue to not be in default, of any term, condition, or obligation under any agreement with NOHFC, His Majesty the King in right of Ontario, or any other Public Entity;
- (e) it is, and shall at all times be, in compliance with any and all laws, statutes, by-laws, ordinances, decrees, requirements, directives, orders, judgments, licences, permits, codes, regulations, or other items having the force of law, and any applicable determinations, interpretations, rulings, orders, rules, or decrees of any governmental authority or arbitrator that is legally binding at the time (including obtaining, at its own expense, all permits, licences, approvals, and authorizations required to complete the Project and satisfy the terms and conditions of the Agreement), as well as all industry standards applicable to any aspect of such Recipient's operations or the Project;
- (f) it operates, and shall continue to operate during the term of this Agreement, its business in Northern Ontario;
- (g) it has, and shall maintain, the insurance required under Article 8.0; and
- (h) no Conflict of Interest exists, except as disclosed to and expressly approved by NOHFC in writing.

**5.2 Execution of Agreement.** Each Recipient represents and warrants that:

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

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

- (a) a code of conduct and ethical responsibilities for all persons at all levels of such Recipient's organization;
- (b) procedures to ensure such Recipient's ongoing effective functioning;
- (c) decision-making mechanisms;
- (d) procedures to manage the Funds prudently and effectively;
- (e) procedures to enable the successful completion of the Project;

- (f) procedures to identify risks to the completion of the Project and strategies to address the identified risks, in each case in a timely manner;
- (g) procedures to enable the preparation and delivery of all Reports required pursuant to this Agreement; and
- (h) procedures to address such other matters as such Recipient considers necessary to ensure that such Recipient carries out its obligations under this Agreement.

## **6.0 REPORTING, ACCOUNTING, AND REVIEW**

- 6.1 **Reporting.** The Recipients shall prepare and provide to NOHFC (in form and substance satisfactory to NOHFC):
- (a) within 90 days after the Project Completion Date, a completed and duly executed final Project Report, together with a final Request for Funds;
  - (b) if the Project has not yet been completed, within 60 days after each anniversary of the Effective Date, a completed and duly executed interim Project Report reporting on the status of the Project; and
  - (c) any other information, including accounts, data, and projections, or other Reports as NOHFC may request from time to time, within the timelines set out by NOHFC.
- 6.2 **Record Maintenance.** The Recipients shall keep and maintain, for a period of 7 years after the creation thereof, all records (both financial and non-financial, including invoices and evidence of payment) relating to this Agreement, Eligible Project Costs, the Funds, or the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to the Recipients.
- 6.3 **Records Review.** NOHFC may, upon 24 hours' notice to the Recipients and during normal business hours, enter upon any Recipient's premises to conduct an audit or investigation of any Recipient regarding the Recipient's compliance with the Agreement, including assessing: (a) its books and financial records, including the records referred to in Section 6.2; (b) its affairs, finances, and accounts; (c) the progress of the Project; (d) the Recipient's allocation and expenditure of the Funds; or (e) any representation or warranty made to NOHFC.
- 6.4 **Cooperation.** Each Recipient shall, on request by NOHFC: (a) provide NOHFC access to all of its records and documents associated with this Agreement or the Project, wherever located; (b) permit NOHFC to inspect, and assist NOHFC to copy and remove, such records and documents; (c) provide any information to NOHFC that NOHFC may identify, in any form requested; and (d) carry out any activities that NOHFC requests in connection with this Article 6.0.
- 6.5 **No Control of Records.** For clarity, no provision of this Agreement shall be construed as giving NOHFC any control whatsoever over the Recipients' records.
- 6.6 **Auditor General.** NOHFC's rights under this Article are in addition to any rights provided to the Auditor General pursuant to the *Auditor General Act* (Ontario).
- 6.7 **Audit Report.** If NOHFC or the Auditor General believes that there are inaccuracies in, or inconsistencies between, any information submitted to NOHFC and a Recipient's financial

records and books of account, NOHFC or the Auditor General may request, and the Recipients shall provide at their own expense, an audit report from a public accountant licensed under the laws of Ontario. The audit report shall be satisfactory to NOHFC and/or the Auditor General, as applicable, in form and content and address:

- (a) Funds received to date;
- (b) Eligible Project Costs incurred by the Recipients to date;
- (c) whether Eligible Project Costs that have been claimed were incurred in accordance with the Project and this Agreement; and
- (d) any other financial information pertaining to this Agreement as may be reasonably specified in the request.

## **7.0 INDEMNITY**

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

## **8.0 INSURANCE**

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

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

8.2 **Proof of Insurance.** Each Recipient shall, in accordance with Section 4.3(c) and as NOHFC may otherwise request, provide NOHFC with certificates of insurance, or other proof as NOHFC



may require, that confirms the insurance coverage required by Section 8.1. Further, upon the request of NOHFC, each Recipient shall make available to NOHFC a copy of each insurance policy that relates to the Project or otherwise to this Agreement, or both.

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

## 9.0 **TERMINATION ON NOTICE**

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

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

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

## 10.0 **EVENT OF DEFAULT AND CORRECTIVE ACTION**

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

- (a) in the opinion of NOHFC, any Recipient has provided false or misleading information to NOHFC;
- (b) any representation or warranty provided to NOHFC (herein or otherwise) by or on behalf of any Recipient is incorrect in any material respect on the date on which such representation or warranty was made;
- (c) in the opinion of NOHFC, any Recipient breaches any covenant, or any other term or condition of this Agreement, including failing to do any of the following in accordance with the terms and conditions of this Agreement, without the prior written consent of NOHFC:
  - (i) carry out and complete the Project by the Project Completion Date;
  - (ii) complete the milestones set out in the Project Plan in accordance with the timing set out in the Project Plan;

- (iii) use or spend Funds; and/or
- (iv) provide Reports;
- (d) the nature or location of any Recipient's operations, any Recipient's financial condition, or any Recipient's organizational structure changes such that such Recipient no longer meets one or more of the applicable eligibility requirements of the program under which it was approved for NOHFC funding;
- (e) any Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, files for the appointment of a receiver, or applies to take the benefit of any statute for the relief of debtors;
- (f) if any bankruptcy, reorganization, arrangement, or other insolvency proceeding under any statute for the relief of debtors is instituted in respect of any Recipient and is consented to by such Recipient, or, if contested by such Recipient, is not dismissed within 30 days;
- (g) any Recipient fails to comply with any term, condition, or obligation under any other agreement with NOHFC, His Majesty the King in right of Ontario or any other Public Entity, or any Recipient experiences an event of default under any such agreement, and such failure or event of default continues after the applicable notice and cure period, if any, and is continuing;
- (h) any Recipient ceases to operate in Northern Ontario; or
- (i) a Conflict of Interest exists that cannot be resolved to NOHFC's satisfaction.

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

- (a) initiate any action NOHFC considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) suspend the payment of Funds for such period as NOHFC determines appropriate;
- (c) reduce the Maximum Funds or the Project Percentage;
- (d) cancel all further disbursements of Funds;
- (e) demand the repayment of any Funds remaining in the possession or under the control of any Recipient;
- (f) demand the repayment of an amount equal to any Funds the Recipients used for purposes not agreed to by NOHFC;
- (g) demand the repayment of an amount equal to any Funds NOHFC provided to the Recipients;
- (h) demand payment to NOHFC of an amount equal to any costs NOHFC incurs to enforce its rights under this Agreement, including any costs associated with any audit, inspection, or collection hereunder, and any other legal or professional costs;

- (i) terminate this Agreement without liability, penalty, or costs to NOHFC, which termination may take effect at any time specified by notice, including immediately; and/or
- (j) exercise any other rights or remedies available to NOHFC under this Agreement or applicable laws,

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

10.3 **Opportunity to Remedy.** Without prejudicing its rights under Section 10.2, NOHFC may provide the Recipients an opportunity to remedy the Event of Default by providing notice to the Recipients of:

- (a) the particulars of the Event of Default;
- (b) the period of time that NOHFC is providing for the Recipients to remedy the Event of Default; and
- (c) any conditions that NOHFC imposes in order to be satisfied that the Recipients have remedied the Event of Default.

10.4 **Recipients Not Remediating.** If NOHFC has provided the Recipients with an opportunity to remedy the Event of Default pursuant to Section 10.3 and:

- (a) the Recipients do not remedy the Event of Default to NOHFC's satisfaction within the time period specified in the notice;
- (b) NOHFC determines that the Recipients cannot satisfactorily remedy the Event of Default within the time period specified in the notice or such further period of time as NOHFC considers reasonable; or
- (c) the Recipients are not proceeding to remedy the Event of Default in a way that is satisfactory to NOHFC;

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

## 11.0 **REPAYMENT AND SET OFF**

11.1 **Debt Due.** If a Recipient owes any monies to NOHFC, whether or not their return or repayment has been demanded by NOHFC, such monies shall be deemed to be a debt due and owing to NOHFC by the Recipients, and the Recipients shall pay such amount to NOHFC immediately (unless NOHFC directs otherwise) by cheque payable to "Northern Ontario Heritage Fund Corporation", mailed to NOHFC at the address provided in Section 13.1.

11.2 **Interest Rate.** NOHFC may charge the Recipients interest on any monies owing to NOHFC by a Recipient at the then current interest rate charged by the Province of Ontario on accounts

receivable.

- 11.3 **Set Off.** Without limiting the application of any applicable laws, if a Recipient is indebted to NOHFC, His Majesty the King in right of Ontario, or any Public Entity (under this or any other agreement between them), NOHFC shall have the right to set off the amount of such indebtedness against the amount of Funds owing to the Recipients under this Agreement and to reduce the total amount of Funds payable to the Recipients by such amount.

## **12.0 PAYMENT BY NOHFC OF AMOUNTS OWING BY RECIPIENTS**

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

## **13.0 NOTICE**

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

### **To NOHFC:**

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

**Attention:** Executive Director

Fax: 705-945-6701

E-mail:

NOHFC.FinancialServicesUnit@ontario.ca

### **To the Recipients:**

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

**Attention:** Felicity Buckell, Manager

Fax: N/A

E-mail: mbahm@temiskamingshores.ca

-AND TO-

Centre De Leadership Niska Leadership  
Centre  
620 Lakeshore Road South,  
Haileybury, Ontario P0J 1K0

**Attention:** Jocelyn Blais, Chairperson

Fax: N/A

E-mail: blaisjocelyn@gmail.com

- 13.2 **Notice.** Any notice given by personal delivery, registered mail, or courier shall be deemed to have been given and received on the day of actual delivery thereof; provided that if any such day is not a Business Day, on the first Business Day thereafter. Any notice given by electronic means on a Business Day before 4:00 p.m. shall be deemed to have been given and received on such Business Day, and otherwise shall be deemed to have been given and received on the first Business Day following transmission.
- 13.3 **Postal Disruption.** Despite Section 13.2, following the occurrence and during the continuation of a postal disruption:
- (a) notice by registered mail shall not be deemed to be given or received; and
  - (b) the Party giving notice shall give notice by e-mail, personal delivery, courier, or fax.

#### **14.0 ENTIRE AGREEMENT AND MODIFICATION OF AGREEMENT**

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

#### **15.0 ASSIGNMENT**

- 15.1 **No Assignment.** The rights and obligations of the Recipients under this Agreement are not assignable to any other person without the prior written consent of NOHFC, which NOHFC may provide or withhold. The rights and obligations of NOHFC under this Agreement may be

assigned by NOHFC without the prior consent of the Recipients, and NOHFC shall, to the extent of the interest assigned, be released from its obligations under this Agreement but in any event shall continue to be entitled to the benefits of Article 7.0.

15.2 **Enurement.** This Agreement shall enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors, and permitted assigns.

## 16.0 **ACKNOWLEDGEMENTS**

16.1 **Acknowledgements.** Each Recipient acknowledges that:

- (a) NOHFC is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario), as amended from time to time, and that any information provided to NOHFC in connection with the Project or otherwise in connection with this Agreement may be subject to disclosure in accordance with that Act;
- (b) by receiving the Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (c) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (d) the Funds are:
  - (i) to assist the Recipients to carry out the Project and not to provide goods or services to NOHFC or the Government of Ontario; and
  - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario); and
- (e) NOHFC is not responsible for carrying out the Project, and, without limiting the foregoing, the Recipients shall remain responsible for any cost overruns related to the Project.

## 17.0 **SURVIVAL**

17.1 **Survival.** The provisions in Article 1.0, Section 2.4, Section 2.5, Section 2.6, Section 2.7, Section 2.8, Sections 4.2(b) and 4.2(c), Article 6.0, Article 7.0, Sections 10.1, 10.2(e), (f), (g), (h), and (j), Article 11.0, Article 12.0, Article 13.0, Article 14.0, Article 15.0, Article 16.0, Article 17.0, Sections 18.1, 18.2, 18.3, 18.4, 18.5, 18.6, 18.7, and all applicable definitions used, and provisions and schedules cross-referenced therein, shall survive any expiry, termination, or cancellation of the Agreement, and continue in full force and effect for a period of 7 years thereafter.

## 18.0 **MISCELLANEOUS**

18.1 **Governing Law.** This Agreement and the rights, obligations, and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the

applicable federal laws of Canada. Any actions or proceedings arising in connection with this Agreement shall be conducted in Ontario.

- 18.2 **Agreement into Effect.** The Recipients will provide such further assurances as NOHFC may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things, including executing and delivering further documents, necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.
- 18.3 **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision shall be deemed to be severed.
- 18.4 **Parties Independent.** Each Recipient acknowledges that it is not an agent, joint venturer, partner, or employee of NOHFC or any of its directors, officers, agents, advisors, or representatives, and no Recipient shall take any actions that could establish or imply such a relationship.
- 18.5 **Agent.** Each Recipient acknowledges that NOHFC may from time to time appoint agents, representatives, and independent auditors to carry out any of its rights or obligations under this Agreement.
- 18.6 **Joint and Several Liability.**
- (a) Each Recipient is, and at all times shall be, jointly and severally liable to NOHFC for the obligations of the Recipients under the Agreement, regardless of which Recipient requested, received, used, or directly enjoyed the benefit of the Funds.
  - (b) Upon the occurrence of any Event of Default, NOHFC may enforce this Agreement independently as to each Recipient and independently of any other remedy NOHFC at any time may have or hold in connection therewith. Each Recipient expressly waives any right to require NOHFC to proceed against any other Recipient, and agrees that NOHFC may proceed against any Recipient in such order as it shall determine in its sole and absolute discretion.
- 18.7 **Rights and Remedies Cumulative.** The rights and remedies of NOHFC under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.
- 18.8 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 18.9 **Execution by Electronic Means.** This Agreement may be executed by electronic signature and delivered by fax or e-mail transmission, which shall be considered as an original signature for all purposes, and shall have the same force and effect as an original signature. The words “execution,” “signed,” “signature,” and similar words in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity, and enforceability as a manually executed signature.

[Signature page follows]

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

**NORTHERN ONTARIO HERITAGE FUND  
CORPORATION**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: John Guerard  
Title: Executive Director

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the corporation.

**CENTRE DE LEADERSHIP NISKA LEADERSHIP CENTRE**

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the corporation.



**SCHEDULE A**  
**PROJECT DESCRIPTION**

**1. Project Summary**

The Recipients will reconstruct one acre of green space by:

- (a) excavating and building a pathway;
- (b) planting trees, gardens, road edges, and water edges;
- (c) building a gathering space and stage, including building a fire pit and seating;
- (d) building a community garden space, including building structural components, placing boxes, and preparing gardens; and
- (e) curating public art pieces and instalments.

**2. Project Location**

Haileybury, Ontario

**3. Project Plan**

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

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

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

**SCHEDULE B  
PROJECT BUDGET**

**1. Project Costs Chart**

<i>Project cost category</i>	<i>Eligible Project Costs</i>	<i>Ineligible Project Costs</i>	<i>Total cost</i>
Construction	\$80,000	\$0	\$80,000
Equipment	\$65,000	\$0	\$65,000
Administration, Project design and management*	\$35,000	\$0	\$35,000
Contingency**	\$20,000	\$0	\$20,000
<b>TOTAL</b>	<b>\$200,000</b>	<b>\$0</b>	<b>\$200,000</b>

Note:

- *Construction costs include: excavation, labour, materials, topsoil and planting.*
- *Equipment costs include: garden accessories, public art and storage shed, exercise equipment, seating fire pit, structures, and signage.*
- *Administration, Project design and management costs include: sign translation, event promotion, administration and Project design.*

\* *Eligible Project Costs may include travel, meal, and accommodation costs to the extent that they comply with the provisions of the section entitled "Travel, meal, and accommodation costs" in Section 2.8 of this Agreement.*

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

**2. Project Funding Chart**

<i>Funding sources</i>	<i>Financing type</i>	<i>Project cost category</i>	<i>Total funding</i>
NOHFC	Conditional contribution	Eligible Project Costs	\$150,000
Ontario Hydro	Conditional contribution	All costs	\$25,000
Recipients	Cash/Donations	All costs	\$25,000
<b>TOTAL</b>			<b>\$200,000</b>
<b>Project Percentage (NOHFC % of total Eligible Project Costs)</b>			<b>75%</b>

**SCHEDULE C  
CHANGE REQUEST FORM**

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

**RE:** Conditional contribution agreement among The Corporation of the City of Temiskaming Shores and Centre de Leadership Niska Leadership Centre, as co-recipients, (collectively the “**Recipients**”) and NOHFC effective as of [ ], 20[ ] (as the same may be amended from time to time, the “**Agreement**”). Capitalized terms used but not defined herein shall have the meanings attributed to such terms in the Agreement.

The Recipients hereby request the following modifications to the Agreement:

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

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

Replace the Project Plan with the following:

**Project Plan**

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

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

Project completion date (the “**Project Completion Date**”): \_\_\_\_\_, 20\_\_

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

**SCHEDULE C**  
**CHANGE REQUEST FORM (CONT'D)**

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

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

- Replace the Project Costs Chart with the following:

**Project Costs Chart**

<b>Project cost category</b>	<b>Eligible Project Costs</b>	<b>Ineligible Project Costs</b>	<b>Total cost</b>
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
<b>TOTAL</b>	\$	\$	\$

- Replace the Project Funding Chart with the following:

**Project Funding Chart**

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

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

**SCHEDULE C**  
**CHANGE REQUEST FORM (CONT'D)**

**3. Amendment**

The Recipients hereby request the aforementioned amendment(s) to the Agreement and certify that:

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

Further, the Parties herein agree that:

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

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

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

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

[Signature page follows]

**SCHEDULE C**  
**CHANGE REQUEST FORM (CONT'D)**

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

\_\_\_\_\_  
Name:  
Position:

Date: \_\_\_\_\_

\_\_\_\_\_  
Name:  
Position:

I/We have authority to bind the corporation.

**CENTRE DE LEADERSHIP NISKA LEADERSHIP CENTRE**

\_\_\_\_\_  
Name:  
Position:

\_\_\_\_\_  
Name:  
Position:

I/We have authority to bind the corporation.

**NORTHERN ONTARIO HERITAGE FUND CORPORATION**

\_\_\_\_\_  
Name:  
Position:

Date: \_\_\_\_\_

# Memo

**To:** Mayor and Council  
**From:** Mathew Bahm, Director of Recreation  
**Date:** September 3, 2024  
**Subject:** Recreation Operations Update (September)  
**Attachments:** N/A

---

Mayor and Council:

Below is the monthly operational update from the Recreation department:

## **Parks and Facilities:**

### DSMA/SHSMA

- The DSMA opened for another season on Tuesday August 6th. The Temiskaming Shores Figure Skating Club and Zubyck Skills Hockey Camp filled the first two weeks of rentals, followed by the Rhino's Girls Hockey Camp last week, along with private hourly rentals and Public Skating.
- Staff will be starting the ice plant at the SHSMA on Tuesday, September 3rd.

### Parks/Sports Fields

- Staff were busy this month with the sports fields as youth and adult slo-pitch leagues wrapped up their seasons with year-end tournaments.
- The men's slo-pitch league is the last to finish and should conclude in early September.

### Special Events

- Riverside Place had four weddings this month and the Ram Rodeo Event took place at the Fall Fair Grounds on August 16-18.
- The Ontario Bass Nation tournament was held at the Haileybury Harbourfront Pavilion on August 24 and 25. Staff set up the trailer stage for the event.

## **Building Maintenance:**

- Repairs were made at both the Goodman pumping station and Gray Road pumping station this past month. Most environmental buildings are equipped with air conditioning to maintain optimal conditions for the sensitive electronics in these buildings.

- An extensive cleanup was done at Riverside Place by Recreation and Building Maintenance staff after vandals entered the banquet hall after hours, setting off three fire extinguishers in the main hall. The filters all had to be replaced in the roof top units, and some food had to be thrown out as the Rhino's Hockey Camp were doing a bbq for the kids the following day. The bus shelter in Haileybury at Ferguson and Browning was also vandalized and a pane of glass had to be replaced.
- Staff replaced the decking on the old gas dock and ramp at the Haileybury Marina. The Ontario Bass Nation tournament used this dock for the weigh-in process of the tournament.

### **Programming:**

- On August 4th we showed Sonic the Hedgehog at our Outdoor Movie Night that took place at the Dymond Firefighters Park. It was another nice night for families to come and jump on the inflatables and watch a movie.
- The year end minor ball tournament had successful weekends on August 8-11, and 15-18. Over the two weekends there were 50 teams and over 700 kids in town.
- Haileybury Beach closed for supervised swimming on August 18th and cleanup was done August 19th.
- Our active travel programming has been ongoing throughout the summer months. Summer programming concluded with a colour ride at the PFC, two bike rodeos took place in mid-August and we completed a Pokemon Go in real life event. We had a late start to our AT programming but had a successful summer that we can build upon in 2025.
- All-Age Friendly programs have continued throughout the summer including regular programs such as Kubb, horseshoes, chair yoga and pickleball. There were two music in the park events in July and two in August.
- Our aquatics team has had a busy summer and continues to update our policies, procedures and programming. Summer lessons went extremely well, and we are gearing up for the fall session of swim lessons. All the lesson times have been scheduled and are ready for registration on September 10th. The Lessons will run on Sundays, Tuesdays & Thursdays. Additionally, on Sundays Leadership Bronze courses will run as we will have 80% of our staff certified to teach Lifesaving Courses after the Lifesaving Instructors course running September 5th-8th.



- We hosted an aquatics staff recognition event on August 25th. This event was a potluck and awards night to celebrate the amazing staff we had this summer and how well they did with all our policy changes, lessons and programming.

**Administration:**

- There was a total of 10 students working in the Recreation Department this summer. The students and full-time staff had a busy but successful summer, keeping our Parks and Facilities clean and operating smoothly.
- Staff are working on a preliminary 2025 budget plan in conjunction with other City departments. We are also working on completing our 2024 capital and operating projects.
- The Pete's Dam Bridge repair project has a kickoff meeting scheduled in early September with repairs to commence thereafter. Our contractor is committed to completing repairs before the end of the year as per the agreement signed by Council. The rain event on August 27<sup>th</sup> didn't appear to cause additional damage to the bridge structure and remains open.
- The City's strategic plan project continues with our consultant beginning 1-on-1 interviews already and group interviews upcoming on September 17<sup>th</sup> and 18<sup>th</sup>.

Prepared and submitted for  
Council's consideration by:

*"Original signed by"*

---

Mathew Bahm  
Director of Recreation



*Figure 1 - City staff spend an entire day cleaning Riverside Place as a result of vandalism*



*Figure 2 - City staff removed vegetation which had been left to grow next to various buildings for multiple years.*



*Figure 3 – Summer students completed various painting projects around the City including these doors at the PFC.*

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**Subject:** Reallocation of Funds EV Chargers    **Report No.:** RS-018-2024  
**Agenda Date:** September 3, 2024

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### **Attachments**

**Appendix 01:** Services FLO Inc. Quotation – Canoe Procurement  
**Appendix 02:** Draft By-Law

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-018-2024;
2. That Council approves the reallocation of \$25,000 in funds initially designated for a Level 3 EV charger, to the installation of three (3) Level 2 EV chargers at the Don Shepherdson Memorial Arena, Temiskaming Shores Library, and Dymond Complex Community Hall; and
3. That Council directs staff to prepare the necessary by-law to enter into an agreement with Services Flo Inc. for the supply of three (3) Level 2 EV chargers in the amount of \$17,220.00, plus applicable taxes, for consideration at the September 17, 2024, Regular Council meeting.

### **Background**

The City of Temiskaming Shores submitted an application on January 31, 2024, for funding under the EV ChargeON Program, proposing the installation of a Level 3, 120 kW electric vehicle (EV) charger at the Municipal Parking Lot located at 38 Armstrong St S, New Liskeard. The project was designed to address the growing need for fast charging infrastructure in the area, with an anticipated total project cost of \$200,000.

The EV ChargeON Program offers up to 75% of total project costs, with a maximum funding contribution of \$150,000. The City committed \$25,000 of its own funds, conditional upon securing the grant from the Ministry of Transportation. Additionally, there was conditional funding of \$25,000 through the Natural Resources Canada Zero Emissions Vehicle Infrastructure Program (ZEVIP).

Due to the highly competitive nature of the program and the extensive review process, funding decisions have been delayed from Spring 2024 to Fall 2024. As a result, the

project start date within the application has been pushed back from July 1, 2024, to April 1, 2025. Considering these delays and budgetary constraints, it has become apparent that the \$25,000 designated for this year will not be utilized as originally planned.

## **Analysis**

Given the current circumstances, it is proposed that the \$25,000 originally allocated for the Level 3 EV charger be redirected to the installation of three Level 2 EV chargers, each offering up to 19.2 kW of charging power, at key locations within the City: Don Shepherdson Memorial Arena, Temiskaming Shores Library, and Dymond Complex Community Hall. These locations were chosen based on their accessibility and frequent use by residents and visitors, which will help maximize the impact of the chargers on the community.

Temiskaming Shores currently faces limited access to EV charging stations, with only three Level 2 (7 to 24 kW) and two Level 3 (50 to 60 kW) chargers. Installing additional Level 2 chargers at the proposed locations will address this gap and provide the community with more reliable charging options.

Additionally, local EV adoption is on the rise. According to data from the Government of Ontario Data Catalogue, total EVs in the P0J area, covering Temiskaming Shores and the surrounding region, increased from 31 EVs in Q1 2022 to 70 EVs in Q1 2024, representing a 125.8% increase over two years. This trend indicates growing community interest and readiness for EVs, highlighting the need for enhanced charging infrastructure.

A quote received from FLO with Canoe pricing (Appendix 01) and a separate estimate provided by a local electrical contractor indicate that the total cost for purchasing and installing the three Level 2 chargers at these locations is well within the \$25,000 budget. The estimated costs include \$14,598.75 for the chargers, \$1,721.25 for the cable management system, \$600.00 for one year of global management services, \$300.00 for shipping, and installation costs not exceeding \$8,000.

The installation of these Level 2 chargers is expected to bring numerous positive outcomes, including alleviating range anxiety, reducing greenhouse gas (GHG) emissions, boosting tourism, and improving the accessibility of EV charging infrastructure in Temiskaming Shores. Their 24/7 public availability will also encourage more residents to consider EVs as a viable option, supporting the City's long-term community decarbonization goals while enhancing the convenience of EV charging for both residents and visitors.

This initiative will ensure the City remains on track with its sustainability and climate objectives, despite the delays in securing funding for the Level 3 charger.

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

- EV ChargeON Program Guidelines
- By-Law 2024-055; City of Temiskaming Shores 2024 Municipal Budget
- Resolution 2023-450; City of Temiskaming Shores 2024 Municipal Capital Budget
- By-Law No. 2017-015, Procurement Policy

### **Consultation / Communication**

- Consultation with the Director of Recreation
- Consultation with the Climate Change Committee

### **Financial / Staffing Implications**

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

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

The reallocation of funds to install Level 2 EV chargers is financially feasible within the current \$25,000 budget. There are no additional staffing implications beyond standard administrative functions, and the installation can be managed within the existing operational framework.

### **Climate Considerations**

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

The proposed chargers will contribute to reducing the City's GHG emissions by promoting the use of electric vehicles, which are a key component in the transition to a low-carbon transportation system. While the chargers themselves do not directly produce greenhouse gases, the production, installation, and electricity used may involve some emissions. However, the overall impact of this project is expected to be a net reduction in

emissions, supporting the City's climate goals. The project will not be adversely affected by changes in temperature or precipitation.

### **Alternatives**

Council could direct staff to wait for a funding decision on the EV ChargeOn Program. Waiting for a decision will see this project not be completed until mid-2025 at the earliest. Further, Council would still have the option to fund a level 3 charger if funding is secured by including the required contribution from the City in the 2025 Capital Budget.

### **Submission**

Prepared by:

Reviewed and submitted for  
Council's consideration by:

*"Original signed by"*

---

*"Original signed by"*

---

Kristen Harburn  
Energy and Climate  
Change Coordinator

Mathew Bahm  
Director of Recreation



**Services FLO Inc.**  
 2800 rue Louis-Lumière  
 Suite 100  
 Québec (Québec)  
 Canada G1P 0A4  
 1-855-543-8356  
[www.flo.com](http://www.flo.com)

Created Date 8/22/2024  
 Quote Number 00032770

Prepared By Alan Czechowski  
 Email [aczecowski@flo.com](mailto:aczecowski@flo.com)

Contact Name Kristen Harburn  
 Phone 705-672-3363 ext 4123  
 Email [kharburn@temiskamingshores.ca](mailto:kharburn@temiskamingshores.ca)

Bill-To Account City of Temiskaming Shores  
 Bill To Ontario P0J 1K0  
 Canada

Ship To Contact Kristen Harburn

Product Code	Quantity	Product	Sales Price	Total Price
COPS700ED2-FL-P07	3.00	CoRe+ MAX, PS, 80A, 19' cable, LCD, RFID network ready FLO	\$4,866.25	\$14,598.75
ACCM000006-P02	3.00	Cable management system for wall and pedestal mount, 19.5 lb - GRRV	\$573.75	\$1,721.25
SP-SGG-01	3.00	Global management service, 1 year - Level 2	\$200.00	\$600.00
SP-TRANS	1.00	Shipping fees	\$300.00	\$300.00

Subtotal \$17,220.00  
 Total Price \$17,220.00  
 Grand Total \$17,220.00

Notes - CANOE GPO pricing used.

### Terms & Conditions

The terms and conditions set out below and incorporated herein by reference are the only terms and conditions that govern the sale of the above-listed products and services.

- By placing your order, you CONFIRM your acceptance of the terms and conditions set out herein and those incorporated herein by reference including, without limitation, [FLO's Terms and Conditions of Sale](#), the [Limited Warranty](#) and/or the [FLO Ultra Limited Warranty](#) applicable to the above-listed products, and (if applicable) the [Global Management Services Terms and Conditions](#), the [Subscription Software End-User License Agreement](#), and the [FLO Performance Terms and Conditions](#).
- Improper installation may void your Limited Warranty or your coverage under the FLO Performance warranty (if applicable). Please download the [Installation Guide](#) applicable to your product and read it carefully.
- Please indicate the number of the present quote on your order. Prices are in Canadian dollars and applicable taxes are extra. Payment terms are Net 30 upon approved credit. Delivery lead time will be confirmed upon acceptance of the order. This quote is valid for a period of 30 days from its date of issue. Installation is not included.
- As provided in the applicable limited warranty, warranty is voided unless the product is installed or uninstalled in accordance with the product specifications by a qualified and currently licensed electrician.
- FLO reserves the right to charge for travel, parts and labour time required to repair any damage to the product resulting, in FLO's sole opinion, from any such non-compliant installation or uninstallation.
- Travel, parts and labour costs will be set out in a quote submitted to you for approval. No repair work will be performed unless the quote is accepted by you in writing.
- *Any additional or different terms proposed by you, the customer, in any purchase/service order or other document are hereby deemed to be material alterations and notice of objection to them is hereby given. Any such proposed terms shall be void and the terms and conditions set out herein and incorporated herein by reference shall constitute the complete and exclusive statement of the terms and conditions of the contract between you and FLO. Neither FLO's acknowledgment of a separate purchase/service order nor FLO's failure to object to conflicting, different, or additional terms and conditions in a purchase/service order shall be deemed an acceptance of such terms and conditions or a waiver of the terms and condition set out herein or incorporated herein by reference.*



To accept this quotation, sign here and return: \_\_\_\_\_



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

### **By-law No. 2024-000**

#### **Being a by-law to enter into an agreement with Services Flo Inc. for the supply of three (3) Level 2 EV chargers**

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

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

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

**Whereas** Council considered Administrative Report No. RS-018-2024 at the September 3, 2024 Committee of the Whole Meeting, and approved the reallocation of \$25,000 in funds initially designated for a Level 3 EV charger, to the installation of three (3) Level 2 EV chargers at the Don Shepherdson Memorial Arena, Temiskaming Shores Library, and Dymond Complex Community Hall; and

**Whereas** Council considered Administrative Report No. RS-018-2024, and directed staff to prepare the necessary by-law to enter into an agreement with Services Flo Inc. for the supply of three (3) Level 2 EV chargers in the amount of \$17,220.00, plus applicable taxes, for consideration at the September 17, 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 the Mayor and Clerk be authorized to enter into an agreement with Services Flo Inc. for the supply of three (3) Level 2 EV chargers in the amount of \$17,220.00, 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 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 17<sup>th</sup> day of September, 2024.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

DRAFT



Schedule "A" to

**By-law No. 2024-000**

Being a by-law to enter into an agreement with Services Flo Inc. for the supply of three (3) Level 2 EV chargers



**Services FLO Inc.**  
2800 rue Louis-Lumière  
Suite 100  
Québec (Québec)  
Canada G1P 0A4  
1-855-543-8356  
[www.flo.com](http://www.flo.com)

Created Date 8/22/2024  
Quote Number 00032770

Prepared By Alan Czechowski  
Email [aczecowski@flo.com](mailto:aczecowski@flo.com)

Contact Name Kristen Harburn  
Phone 705-672-3363 ext 4123  
Email [kharburn@temiskamingshores.ca](mailto:kharburn@temiskamingshores.ca)

Bill-To Account City of Temiskaming Shores  
Bill To Ontario P0J 1K0  
Canada

Ship To Contact Kristen Harburn

Product Code	Quantity	Product	Sales Price	Total Price
COPS700ED2-FL-P07	3.00	CoRe+ MAX, PS, 80A, 19' cable, LCD, RFID network ready FLO	\$4,866.25	\$14,598.75
ACCM000006-P02	3.00	Cable management system for wall and pedestal mount, 19.5 lb - GRRV	\$573.75	\$1,721.25
SP-SGG-01	3.00	Global management service, 1 year - Level 2	\$200.00	\$600.00
SP-TRANS	1.00	Shipping fees	\$300.00	\$300.00

Subtotal \$17,220.00  
Total Price \$17,220.00  
Grand Total \$17,220.00

Notes - CANOE GPO pricing used.

### Terms & Conditions

The terms and conditions set out below and incorporated herein by reference are the only terms and conditions that govern the sale of the above-listed products and services.

- By placing your order, you CONFIRM your acceptance of the terms and conditions set out herein and those incorporated herein by reference including, without limitation, [FLO's Terms and Conditions of Sale](#), the [Limited Warranty](#) and/or the [FLO Ultra Limited Warranty](#) applicable to the above-listed products, and (if applicable) the [Global Management Services Terms and Conditions](#), the [Subscription Software End-User License Agreement](#), and the [FLO Performance Terms and Conditions](#).
- Improper installation may void your Limited Warranty or your coverage under the FLO Performance warranty (if applicable). Please download the [Installation Guide](#) applicable to your product and read it carefully.
- Please indicate the number of the present quote on your order. Prices are in Canadian dollars and applicable taxes are extra. Payment terms are Net 30 upon approved credit. Delivery lead time will be confirmed upon acceptance of the order. This quote is valid for a period of 30 days from its date of issue. Installation is not included.
- As provided in the applicable limited warranty, warranty is voided unless the product is installed or uninstalled in accordance with the product specifications by a qualified and currently licensed electrician.
- FLO reserves the right to charge for travel, parts and labour time required to repair any damage to the product resulting, in FLO's sole opinion, from any such non-compliant installation or uninstallation.
- Travel, parts and labour costs will be set out in a quote submitted to you for approval. No repair work will be performed unless the quote is accepted by you in writing.
- *Any additional or different terms proposed by you, the customer, in any purchase/service order or other document are hereby deemed to be material alterations and notice of objection to them is hereby given. Any such proposed terms shall be void and the terms and conditions set out herein and incorporated herein by reference shall constitute the complete and exclusive statement of the terms and conditions of the contract between you and FLO. Neither FLO's acknowledgment of a separate purchase/service order nor FLO's failure to object to conflicting, different, or additional terms and conditions in a purchase/service order shall be deemed an acceptance of such terms and conditions or a waiver of the terms and condition set out herein or incorporated herein by reference.*



To accept this quotation, sign here and return: \_\_\_\_\_

---

**Subject:** Shaver Park Paving RFT Award

**Report No.:** RS-019-2024

**Agenda Date:** September 3, 2024

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### **Attachments**

**Appendix 01:** Submission Opening Results - RS-RFT-002-2024

**Appendix 02:** Demora Construction Services Bid Submission

**Appendix 03:** Draft By-Law

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-019-2024; and
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with Demora Construction Services Inc. for paving services at Shaver Park Outdoor Rink, in the amount of \$89,410.00 plus applicable taxes, for consideration at the September 17, 2024, Regular Council meeting.

### **Background**

Shaver Park Outdoor Rink is a City facility located in the North Cobalt neighbourhood which City staff maintain as an outdoor rink during the winter months. The facility has a warming shack, boards, fencing and a gravel surface.

At the December 19, 2023, regular Council Meeting, the City of Temiskaming Shores passed By-law no. 2023-141, being a by-law to enter into a funding agreement with the AC15 Hockey Tournament for the refurbishment of the Shaver Park Outdoor rink. As part of the agreement, AC15 would contribute \$50,000 towards the paving of the outdoor rink surface to create a 4-season facility.

This project was subsequently included in a submission to the NOHFC Enhance Your Community fund. The City's submission is currently being evaluated for funding with a decision expected in September 2024. If successful, this project would receive an additional \$25,000 in funding.

City staff released RS-RFT-002-2024, Shaver Park Paving on August 8, 2024. The RFT was placed on the City’s website and Biddingo with a deadline for submissions of August 27, 2024. The RFT received two bids from qualified contractors.

**Analysis**

Two submissions were received in response to RS-RFT-002-2024 by the closing date of August 27, at 2:00pm.

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

Demora Construction Services Inc.	\$89,410.00
Tem-Pro Construction	\$147,000.00

The submissions were reviewed for completeness and required elements by City staff. Demora’s submission met all the requirements of the RFT and is an experienced local contractor.

Staff are recommending that this RFT be awarded to Demora Construction Services Inc. at a total lump sum price of \$89,410.00 plus non-refundable HST at the September 17, 2024, Regular Council meeting.

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

- 2024 Recreation Services Capital Budget
- [By-Law No. 2017-015, Procurement Policy](#)
- [By-Law No. 2023-141, AC15 Donation Agreement](#)

**Consultation / Communication**

- Consultation with the Superintendent of Parks and Facilities

**Financial / Staffing Implications**

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

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

This project has been included in the City's 2024 Capital Budget as part of the Recreation Park Upgrades project with a total budgeted cost of \$598,000. The portion of that project allocated to upgrades at Shaver Park was \$100,000 with the total estimated cost of upgrades now expected to cost \$107,150. The \$7,150 amount overbudget will be covered by savings among other portions of the overall Recreation Park Upgrades capital project.

### **Climate Considerations**

After review with the City's Climate Lens, this project is expected to have no effect on CO2 emissions. It is expected to be slightly worse compared to baseline for temperature and precipitation adaptation however no other alternatives were deemed feasible to implement.

### **Alternatives**

No alternatives are proposed at this time. The City is obligated to complete this project as per the terms of our funding agreement with the AC15 Hockey Tournament.

### **Submission**

Prepared by and submitted for  
Council's consideration by:

*"Original signed by"*

---

Mathew Bahm  
Director of Recreation



Document Title: **RS-RFT-002-2024 "Shaver Park Parking"**

Closing Date: **Tuesday, August 27, 2024**

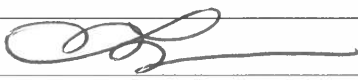
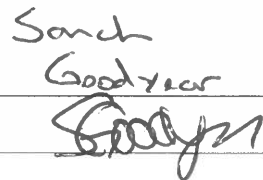
Closing Time: **2:00 p.m.**

Department: **Recreation**



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

Attendees via teleconference: **Microsoft Teams**

**City of Temiskaming Shores:**

Logan Belanger Municipal Clerk 	Mathew Bahm, Director of Recreation	
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**Others (teleconference):**

Submission Pricing

Bidder: *Demora Construction Services Inc.*

Description	Amount
Area A (870.75 m2) - Lump Sum Price (exclusive of HST):	\$ 72,950.00
Optional: Area B (188.62m2) - Lump Sum Price (exclusive of HST):	\$ 16,460.00

Bidder: *Tem-Pro Construction*

Description	Amount
Area A (870.75 m2) - Lump Sum Price (exclusive of HST):	\$ 119,000.00
Optional: Area B (188.62m2) - Lump Sum Price (exclusive of HST):	\$ 28,000.00

Bidder: *N/A*

Description	Amount
Area A (870.75 m2) - Lump Sum Price (exclusive of HST):	\$
Optional: Area B (188.62m2) - Lump Sum Price (exclusive of HST):	\$

Bidder: N/A

Description	Amount
Area A (870.75 m2) - Lump Sum Price (exclusive of HST):	\$
Optional: Area B (188.62m2) - Lump Sum Price (exclusive of 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.

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

**By-law No. 2024-000**

**Being a by-law to enter into an agreement with Demora  
Construction Services Inc. for paving services at Shaver Park  
Outdoor Rink**

**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. RS-019-2024 at the September 3, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to enter into an agreement with Demora Construction Services Inc. for paving services at Shaver Park Outdoor Rink, in the amount of \$89,410.00 plus applicable taxes, for consideration at the September 17, 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 Demora Construction Services Inc. for paving services at Shaver Park Outdoor Rink, in the amount of \$89,410.00 plus applicable taxes, a copy of, 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 17<sup>th</sup> day of September, 2024.**

---

Mayor

---

Clerk

DRAFT



Schedule "A" to

**By-law 2024-000**

Agreement between

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

and

**Demora Construction Services Inc.**

for paving services at Shaver Park Outdoor Rink

**This agreement** made this 17<sup>th</sup> day of September 2024.

Between:

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

and

**Demora Construction Services Inc.**  
(hereinafter called “the Contractor”)

Witnesseth:

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

**Article I:**

The Contractor will:

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

**Corporation of the City of Temiskaming Shores  
Shaver Park Paving  
Tender No. RS-RFT-002-2024**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto Appendix 01.
- c) Complete, as certified by the Director, all the work by **June 30, 2025.**

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid eighty-nine thousand, four-hundred and ten dollars and zero cents (\$89,410.00) 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 post or telegram addressed as follows:

The Contractor:                                       **Demora Construction Services Inc.**  
999464 Hwy 11 North  
New Liskeard, Ontario  
P0J 1P0

The Owner:    **The Corporation of the City of  
Temiskaming Shores**  
P.O. Box 2050  
325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

The Director:    **Director of Recreation Services  
City of Temiskaming Shores**  
P.O. Box 2050  
325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

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Appendix 01 to  
Schedule "A" to

**By-law No. 2024-000**

Form of Agreement



Dymond  
Haileybury  
New Liskeard

*Discover a whole new Ontario • Découvrez un tout nouvel Ontario*

City of Temiskaming Shores  
Request for Tender  
RS-RFT-002-2024  
Shaver Park Paving

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

**Demora Construction Services Inc.**

**999464 HWY 11**

**New Liskeard, ON P0J 1P0**

**City of Temiskaming Shores  
RS-RFT-002-2024  
Shaver Park Paving**

**Form of Tender**

Each Tender should contain the legal name under which the Proponent carries on business, telephone number and email, as well as the name or names of appropriate contact personnel which the City may consult regarding the Tender. We, the undersigned, understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labor, apparatus, and documentation as are required to satisfy this Tender (all prices must be CDN funds and without HST):

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

Area A (870.75 m2) - Lump Sum Price (exclusive of HST):	\$ 72,950 .00
Optional: Area B (188.62m2) - Lump Sum Price (exclusive of HST):	\$ 16,460 .00

Estimated Mobilization Date:	September 23, 2024
Estimated Completion Date (Must be completed by 2025-06-30):	Weather Permitting Paving Completed by October 25, 2024 If not paving completed by Before June 30, 2025 as outlined in RS-RFT -002-2024

**Acknowledgement of Addenda**

I/We have received and allowed for ADDENDA NUMBER 1 of 1 in preparing my/our submission.

Company Name: Demora Construction Services Inc.

Mailing Address: 999464 Hwy 11, New Liskeard, Ontario

Postal Code: P0J 1P0

Telephone: 705-647-3800

Email: andy.desmarais@demora.ca

Bidder's Authorized Official:

Andy Desmarais

Title:

President / General Manager

Authorizing Signature:



Date:

August 27, 2024

Contact name (if different  
from authorizing official):

Contact's email:

andy.desmarais@demora.ca

**Form 1 to be submitted.**

**City of Temiskaming Shores  
RS-RFT-002-2024  
Shaver Park Paving**

**Non-Collusion Affidavit**

I/ We Andy Desmarais / Demora Construcion the undersigned am fully informed respecting the preparation and contents of the attached Tender and of all pertinent circumstances respecting such bid.

Such a 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.

Date: August 27, 2024

Bidder's Authorized Official: Andy Desmarais

Title: President / General Manager

Company Name: Demora Construction Services Inc.

Authorizing Signature: 

**Form 2 to be submitted.**

**City of Temiskaming Shores  
RS-RFT-002-2024  
Shaver Park Paving**

**Conflict of Interest Declaration**

Please check appropriate response:

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

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

List Situations:


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

Date: August 27, 2024

Bidder's Authorized Official: Andy Desmarais

Title: President / General Manager

Company Name: Demora Construction Services Inc.

Authorizing Signature: 

**Form 3 to be submitted.**

**City of Temiskaming Shores  
RS-RFT-002-2024  
Shaver Park Paving**

**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
<h1>No Sub Contractors</h1>		

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.

Date: August 27, 2024

Bidder's Authorized Official: Andy Desmarais

Title: President / General Manager

Company Name: Demora Construction Services Inc.

Authorizing Signature: 

**Form 4 to be submitted.**



RS-RFT-002-2024  
Addendum 01

**RS-RFT-002-2024**  
**Request for Tender**  
**Shaver Park Paving**

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**Addendum No. 1**  
**(to the Request for Tender Document)**

The Request for Tender (RFT) is modified as set forth in this Addendum. The original RFT Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFT. Respondents shall take this Addendum into consideration when preparing and submitting its response.

**1. Questions**

**Q** - To ensure we provide an accurate quotation for your project, could you please provide us with any grading plan or drawing that includes all the proposed elevations? Alternatively, if the proposed elevations are the same as the existing levels, kindly confirm this.

**A** - The final finished elevation will be 50mm above the existing elevation +/- any sloping required for the new surface to shed water and to match existing infrastructure on the site.

A handwritten signature in black ink, appearing to read 'Mathew Bahm'.

Mathew Bahm  
Director of Recreation

*Issued: August 20, 2024*

**CITY OF TEMISKAMING SHORES**  
P.O. Box 2050  
Haileybury, ON  
P0J 1K0

A handwritten signature in black ink, appearing to be a stylized signature.

**Demora Construction Services Inc.**

999464 HWY 11

New Liskeard, ON P0J 1P0



FIRE DEPARTMENT ACTIVITY REPORT  
OFFICE OF THE FIRE CHIEF



September 3<sup>rd</sup>, 2024

**EMERGENCY RESPONSES**

Total responses for the period June 29, 2024 – August 21, 2024

Total Emergency Responses (All Stations)	Estimated Dollar Loss	Estimated Dollar Saved
24	\$11,000	Nil

**Station 1 - Incident Response Summary** (10 Calls)

- Fire Call, 143 Bruce Street – False Alarm – Other False Fire Call.
- Fire Call, 369 Morissette Drive – False Alarm – Alarm System Malfunction.
- Fire Call, 110 Station Street – False Alarm – Alarm System Malfunction.
- Fire Call, 522 Rorke Avenue – Open Air Burning - Unauthorized.
- Fire Call, 522 Rorke Avenue – Open Air Burning - Unauthorized.
- CO Call, 353 Lawlor Street – CO present.
- Gas Leak, 143 Bruce Street – Natural Gas.
- Gas Leak, 367 Sutherland Way – Natural Gas.
- Gas Leak, 345 Cecil Street – Miscellaneous.
- Gas Leak, 381 Meridian Avenue – Miscellaneous.

## Activity Report – June 29, 2024 – August 21, 2024

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### **Station 2 - Incident Response Summary** (6 Calls)

- Fire Call, 90 Niven Street – False Alarm – Accidental Activation.
- Fire Call, 40 Scott Street – False Alarm - Alarm System Malfunction.
- Fire Call, 130 Lakeshore Road N – False Alarm – Alarm System Malfunction.
- Fire Call, 55 Scott Street – False Alarm – Accidental Activation.
- Fire Call, Under Wabi Bridge – Open Air Burning – Unauthorized.
- Fire Call, 10 Wellington Street – False Alarm – Other False Fire Call.

### **Station 3 - Incident Response Summary** (8 Calls)

- Fire Call, 841514 Waughs Road, Harris Twp – Fire - Camper/Accessory Shed.
- Fire Call, 144 Drive-In Theatre Road – False Alarm – Accidental Activation.
- Fire Call, 144 Drive-In Theatre Road – False Alarm – Accidental Activation.
- Fire Call, 882673 Highway 65 East, Harris Twp – Fire – No Loss Outdoor Fire.
- CO Call, 843141 Dales Road – Equipment Malfunction – No CO Present.
- MVC, 882172 Highway 65 East, Harris Twp – Cancelled on Route.
- MVC, Highway 65 West and Hillview Road – No Action Required.
- Other Rescue, 997453-A Highway 11 – Child Locked in Vehicle

### **Total responses this year to date,**

<b>Total Emergency Responses (All Stations)</b>	<b>Estimated Dollar Loss</b>	<b>Estimated Dollar Saved</b>
102	\$4,256,000	\$1,350,000

## Activity Report – June 29, 2024 – August 21, 2024

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### **FIRE PREVENTION DIVISION**

**Fire safety inspections** conducted for the period of June 29, 2024 – August 21, 2024, by reason included the following:

<b>Request</b>	<b>Complaint</b>	<b>Routine</b>	<b>Licensing</b>	<b>Follow-up</b>	<b>Annual</b>	<b>Burning Permits</b>	<b>Total Inspections</b>
3	1	4			11	24	<b>43</b>

Total Inspections year to date 2024 – **266**

### **Public Education/Events**

- FD Staff attended Canada Day Parade in Cobalt.
- Keepers of the Circle Daycare, Station 1 tour, Fire Safety Presentation, Equipment Demo. 22 children, 6 adults.
- FD Staff attended Ecole St. Michel, 60 students and 12 adults were given an equipment demonstration and received information with respect to what happen when the fire department arrives on a scene.
- CJTT monthly morning chat, BBQ safety, open air burning safety, current forest fire hazard, Temiskaming Shores Lifeguards.
- CJTT monthly morning chat, student heading off to school.
- Fire safety information via social media, CJTT, and the Speaker.

### **ONGOING INVESTIGATIONS/CHARGES**

Nil

### **TRAINING AND EDUCATION**

- Station 1 – Apparatus and equipment checks, SP103 Forest Firefighting Training, Fire Scenario Tabletop.
- Station 2 - Apparatus and equipment checks, Fire Hydrant Operations.
- Station 3 - Apparatus and equipment checks, Structural Search and Rescue.

**MAINTENANCE**

- Regular maintenance.
- Extrication tools, annual service and testing.

**NEW BUSINESS**

- Community Profile submitted to OFM.
- Quarterly Standard Incident Report submitted to OFM.
- Station 2 shower and washroom upgrades, funding application submitted – Fire Protection Grant. Note, this is a priority project for 2025.

## Memo

**To:** Mayor and Council  
**From:** Logan Belanger, Municipal Clerk  
**Date:** September 3, 2024  
**Subject:** Consideration for Hawker and Peddler Licenses (Door-to-Door Sales)  
**Attachments:** Appendix 01 - Resolution No. 2013-310  
Appendix 02 - Administrative Report No. CS-014-2027  
Appendix 03 - By-law No. 2017-025 (provisionally approved)  
Appendix 04 - Minutes from the May 2, 2017 Public Meeting  
Appendix 05 - Eastlink Letter – Request

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Mayor and Council:

The City currently governs Business Licencing through By-law No. 2011-114 (i.e. Home-Based Business, Refreshment Vehicles and Transient Traders/Door-to-Door Sales). At the July 2, 2013 Regular Council meeting, Administrative Report No. CGP-019-2013 was considered. The report identified concerns with Transient Traders/Door-to-Door Sales persons, and that there was no requirement for a criminal background check, fee structure for a licence, and the lack of ability to enforce non-compliance with the Business Licencing provisions (i.e. ability to issue tickets). In addition, the report noted that Staff were uncomfortable with the municipality issuing licenses for individuals to go door-to-door in order to solicit their goods and/or services, and that a license from the City amounts to, or can be mistaken for, the City approving or endorsing a particular product. As a result, Council adopted Resolution No. 2013-301 (Appendix 01) suspending the issuance of Hawker and Peddler Licenses to Transient Traders and Door-to-Door sales, pending a comprehensive review of the policy.

On March 14, 2016, the former Clerk reviewed a draft policy with the Corporate Services Committee that would replace By-law No. 2011-114, as well as to incorporate penalties which includes provisions for Short Form Wording (Set Fines). The Committee provided feedback with respect all categories of businesses to be licenced, with the objective of bringing forth a new Business Licensing Policy for Council's consideration.

At the February 2, 2017 Corporate Services meeting, the Clerk reviewed the modified Business Licensing Policy with the Committee, to address the Ontario Ban on Door-to-Door Sales for certain services, such as home heating/air conditioning, water filtration systems, water heaters, etc.

At the February 21, 2017 Regular Meeting, Council considered Administrative Report No. CS-014-2017 (Appendix 02), and directed staff to prepare the necessary by-law for the adoption of a Business Licensing Policy for the City of Temiskaming Shores for

consideration of First and Second reading (Provisional approval through By-law No. 2017-025 – Appendix 03), and for staff to undertake a public consultation process and submission of the Provisional by-law to the Ministry of Attorney General and Regional Senior Justice for approval of the short form wording and set fines prior to Third and Final Reading.

A public meeting was held on May 2, 2017 resulting in a number of emails, phone calls and a site visit. Concerns were raised with respect to the impact to the local businesses that pay taxes, and enforcement. (Meeting minutes attached as Appendix 04).

Following the meeting, third and final reading of the by-law was not completed. As such, Business Licensing under the conditions of By-law No. 2011-114, along with the suspension of Hawker and Peddler Licenses continue to apply.

Recently, staff have been approached by three (3) telecommunication companies seeking to begin sales campaigns in the area through door-to-door sales for services, including a letter received from Eastlink requesting Council consideration (Appendix 05).

Should Council wish to consider the request(s), it would be recommended to direct staff to reopen the file related to the updated by-law that received first and reading in 2017 (i.e. By-law No. 2017-025, a Business Licensing Policy to regulate Businesses in the City of Temiskaming Shores).

Alternatively, Council could decline the request to reinstate Hawker and Peddler Licensing within the City.

Prepared by:

Reviewed by:

“Original signed by”

“Original signed by”

Logan Belanger  
Municipal Clerk

Shelly Zubyck  
Director of Corporate  
Services



The Corporation of the City of Temiskaming Shores  
Regular Meeting of Council  
July 2, 2013

**Resolution**

**Administrative Report No. CGP-019-2013 – Hawker and Peddler License**

Resolution No. 2013-310

Moved by: Councillor Jelly  
Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-019-2013;

That Council directs staff to undertake a comprehensive review of the Business Licensing Policy (By-law No. 2011-114); and

That Council directs staff to suspend the issuance of Hawker Peddler Licenses to 'Transient Traders' and 'Door to Door Sales Person(s)' pending the outcome of the review of Business Licensing Policy.

**Carried**

Certified True Copy  
City of Temiskaming Shores

Logan Belanger  
Municipal Clerk

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**Subject:** Municipal Business Licencing  
Policy

**Agenda Date:** February 21, 2017  
**Report No.:** CS-014-2017

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### **Attachments**

**Appendix 01:** Draft Business Licencing Policy (refer to By-law No. 2017-025)

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-014-2017;
2. That Council directs staff to prepare the necessary by-law for the adoption of a Business Licensing Policy for the City of Temiskaming Shores for consideration of First and Second reading (Provisional approval) at the February 21, 2017 Regular Council meeting; and
3. That Council directs staff to undertake a public consultation process and submission of the Provisional by-law to the Ministry of Attorney General and Regional Senior Justice for approval of the short form wording and set fines prior to Third and Final Reading.

### **Background**

The City currently governs Business Licencing through By-law No. 2011-114 and at the July 2, 2013 Regular Council meeting Administrative Report No. CGP-019-2013 was considered. The report at that time identifies concerns with Transient Traders/Door-to-Door Sales persons, no requirement for a criminal background check, fee structure for a licence, and the lack of ability to enforce non-compliance with the Business Licencing provisions (i.e. ability to issue tickets – required to issue Part III summons and appear in Court). As a result Council adopted Resolution No. 2013-301 suspending the issuance of Hawker and Peddler Licenses to Transient Traders and Door-to-Door salesman pending a comprehensive review of the policy.

On March 14, 2016 the Clerk reviewed in detail a draft policy with the Corporate Services Committee that would replace By-law No. 2011-114 as well as incorporate a penalties section (Section 10) which includes provisions for Short Form Wording (Set Fines). The Committee provided feedback with respect all Categories of Businesses to be licenced with the objective of bringing forth a new Business Licensing Policy for Council's consideration.

### **Analysis**



The document was modified; however the licensing of Door-to-Door salesman with respect to home heating/air conditioning, water filtration systems, water heaters and utility companies (natural gas/hydro) became a concern throughout the province. Many municipalities through resolution petitioned the Provincial Government to either regulate these entities or banned all together. According to the Provincial Government’s website the province is looking at introducing legislation that, if passed, would make it possible to ban unsolicited door-to-door sales of certain appliances and outline that the public will have an opportunity to provide feedback in 2017. Rather than wait to see what the province introduces it is recommended that a new Business Licencing Policy be introduced and make modifications, if necessary upon introduction of the provincial legislation.

At the February 2, 2017 Corporate Services meeting the Clerk reviewed the modified Business Licensing Policy with the Committee. In addition the Committee considered a ratepayer concern regarding the evolving issue of Airbnb with the objective of potentially regulating them under the Business Licencing Policy. The Committee rejected the consideration.

It is recommended that Council considered providing Provisional approval (1<sup>st</sup> and 2<sup>nd</sup> reading) of the draft by-law for the adoption of Business Licencing Policy for the City of Temiskaming Shores. It is further recommended that the by-law be circulated for public and stakeholder feedback as well as review by the Attorney General (approval of short form wording) prior to final adoption.

**Financial / Staffing Implications**

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

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

Financial implications are limited to application fees with staffing implications limited to normal administrative functions and duties.

**Alternatives**

No alternatives were considered in the preparation of this report.

**Submission**

Prepared by:

Reviewed by:

Reviewed and submitted for Council’s consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

\_\_\_\_\_  
David B. Treen  
Municipal Clerk

\_\_\_\_\_  
Kelly Conlin  
Dir. of Corporate Services (A)

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

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

**By-law No. 2017-025**

**Being a by-law to adopt a Business Licensing Policy  
to regulate Businesses 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 single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

**And whereas** the *Municipal Act S.O., 2001, Section 10 (2)* authorizes a single tier municipality to pass by-laws respecting business licensing;

**And whereas** under Section 150 of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended, provides that "business" means any business wholly or partly carried on within a municipality even if the business is being carried on from a location outside the municipality and includes,

- (a) trades and occupations,
- (b) exhibitions, concerts, festivals and other organized public amusements held for profit or otherwise,
- (c) the sale or hire of goods or services on an intermittent or one-time basis and the activities of a transient trader,
- (d) the display of samples, patterns or specimens of goods for the purpose of sale or hire.

**And whereas** pursuant to the provisions of the *Municipal Act, S.O. 2001, c.25*, as amended, Section 151 (1) states that without limiting sections 9, 10 and 11, a municipality may provide for a system of licences with respect to a business and may,

- a) prohibit the carrying on of or engaging in the business without a licence;
- b) refuse to grant a licence or to revoke or suspend a licence;
- c) impose conditions as a requirement of obtaining, continuing to hold or renewing a licence;

- d) impose special conditions on a business in a class that have not been imposed on all of the businesses in that class in order to obtain, continue to hold or renew a licence;
- e) impose conditions, including special conditions, as a requirement of continuing to hold a licence at any time during the term of the license;
- f) license, regulate or govern the place or premises used for the business and the persons carrying it on or engaged in it; and
- g) require a person, subject to such conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with any part of a system of licences established by the municipality.

**And whereas** Section 151 (2) of the *Municipal Act, S.O., 2001, c.25*, as amended, provides that if a municipality is satisfied that the continuation of a business poses an immediate danger to the health or safety of any person or to any property, the municipality may, for the time and on such conditions as it considers appropriate, without a hearing, suspend a license subject to the following:

1. Before suspending the license, the municipality shall provide the licensee with the reasons for the suspension, either orally or in writing, and an opportunity to respond to them.
2. The suspension shall not exceed 14 days.

**And whereas** Section 151 (3) of the *Municipal Act, S.O., 2001, c.25*, as amended, provides that despite subsection (2) and without limiting sections 9, 10 and 11, for the purpose of clause (1) (b), the municipality may, on such conditions as it considers appropriate, without a hearing, suspend a license authorizing a business to operate on a highway or other property of the municipality or its local boards for a period not exceeding 28 days for the following reasons:

1. The holding of a special event.
2. The construction, maintenance or repair of the property.
3. The installation, maintenance or repair of a public utility or service.
4. Pedestrian, vehicular or public safety or public health.

**And whereas** Section 425(1) of the *Municipal Act, S.O. 2001, c. 25*, as amended, provides that a municipality may pass by-laws providing that a person who contravenes a by-law of the municipality passed under the Act is guilty of an offence;

**And whereas** Section 429(1) of the Municipal Act, S.O. 2001, c. 25, as amended, provides that a municipality may establish a system of fines for offences, subject to section 429 (4) under a by-law of the municipality passed under the Act;

**And whereas** Council adopted By-law No. 2011-114 on August 2, 2011 to regulate businesses within the boundaries of the City of Temiskaming Shores;

**And whereas** Council considered Administrative Report CS-014-2017 at the February 21, 2017 Regular Council meeting and directed staff to prepare a new by-law to adopt a Business Licensing Policy to regulate Businesses in the City of Temiskaming Shores;

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

1. That the Council for the City of Temiskaming Shores adopts the Business Licensing Policy identified as Schedule "A", hereto attached and forming part of this by-law.
2. That By-law No. 2011-114 is hereby repealed.
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.
4. That this By-law shall come into force and effect on the date of its final passing.

**Read a first and second time** this 21<sup>st</sup> day of February, 2017.

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Mayor – Carman Kidd

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Clerk – David B. Treen

**Read third time and finally** passed this \_\_\_\_ day of \_\_\_\_\_, 2017.

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Mayor – Carman Kidd

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Clerk – David B. Treen



Schedule "A" to

**By-law No. 2017-025**

Business Licensing, Regulating and Governing of  
Businesses in the City of Temiskaming Shores Policy

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08	Home Based Business

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## ***Business Licensing Policy***

### **Section 1 Definitions**

For the purposes of this by-law:

- 1.1 **Act** refers to the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended, except where specific reference is made to another Act of the Legislature of the Province of Ontario or the Parliament of Canada;
- 1.2 **Antique** shall mean any good, object, material, merchandise or item of any kind which is of a higher value because of its age;
- 1.3 **Antique / Collectible Show** shall mean the offering for sale, on a temporary basis at one location, goods, wares or merchandise that have not been recently produced or manufactured.
- 1.4 **Applicant** shall mean a Person who is required to be licensed pursuant to this By-law or who has made application for a licence to the Issuer of Licences and shall include a Licensee.
- 1.5 **Appropriate Authority having jurisdiction** shall mean:
  - a) with regard to health matters, the Medical Officer of Health, or his or her designate for the Timiskaming District Health Unit;
  - b) with regard to building matters, the Chief Building Official for the City, or his or her designate;
  - c) with regard to fire safety matters, the Chief Fire Official for the City, or his or her designate;
  - d) with regard to police matters, the Detachment Commander for the Ontario Provincial Police or his or her designate.
- 1.6 **Arts** shall mean those kinds of articles which are the creation of the Applicant from raw materials such as oil paintings, water-colour paintings, wood and other sculptures.
- 1.7 **Business** shall mean any business wholly or partly carried on within the City even if the business is being carried on from a location outside the City and includes,
  - a) trades and occupations;
  - b) exhibitions, concerts, festivals and other organized public amusements held for profit or otherwise;
  - c) the sale or hire of goods or services on an intermittent or one-time basis and the activities of a transient trader;

- d) the display of samples, patterns or specimens of goods for the purpose of sale or hire.
- but does not include;
- a) a manufacturing or an industrial business, except to the extent that it sells its products or raw material by retail;
  - b) the sale of goods by wholesale; or
  - c) the generation, exploitation, extraction, harvesting, processing, renewal or transportation of natural resources.
- 1.8 **Business Day** shall mean a day to which City Hall is normally open for business other than a Saturday, Sunday or any Statutory Holiday;
- 1.9 **Business Licence Fees** shall mean a non-refundable monetary charge imposed by the City to issue a licence as set out in Appendix 01 hereto;
- 1.10 **By-law** shall mean this By-law and any amendments thereto passed by Council;
- 1.11 **By-law Enforcement Officer** shall mean the By-law Enforcement Officer for The Corporation of the City of Temiskaming Shores whose duties include the enforcement of this by-law;
- 1.12 **Cash security deposit** shall mean cash or certified cheque or other means acceptable to the Treasurer;
- 1.13 **Chief Building Official** shall mean the person or his or her designate who may, from time to time, be appointed by Council to the position of Chief Building Official (CBO) in conformity with the provisions of the Ontario Building Code Act, R.S.O. 1992, c. 23, and amendments thereto;
- 1.14 **City** shall mean The Corporation of the City of Temiskaming Shores;
- 1.15 **Clerk** shall mean the person or his or her designate who may, from time to time, be appointed by Council to act as the Municipal Clerk;
- 1.16 **Corporation** shall mean The Corporation of the City of Temiskaming Shores;
- 1.17 **Council** shall mean the Council for The Corporation of the City of Temiskaming Shores;
- 1.18 **Craft** shall mean those kinds of articles which are the creation of the Applicant from raw materials wherein a limited amount of equipment is used and the article is utilitarian in nature such as woven material and carved objects;
- 1.19 **Craft Show** shall mean the temporary exhibition and offering for sale of Arts and Crafts;

- 1.20 **Detachment Commander – Ontario Provincial Police** shall mean the person or his or her designate who may, from time to time, be appointed as the Detachment Commander for the local office of the Ontario Provincial Police;
- 1.21 **Door-to-Door Sales/Service Person** shall mean a person who goes from place to place selling or offering for sale a service of any kind;
- 1.22 **Fire Chief** shall mean the person or his or her designate who may, from time to time, be appointed by Council to act as Fire Chief for the City and is ultimately responsible to Council as defined in the Fire Protection and Prevention Act, 1997, S.O. 1997, c. 4;
- 1.23 **Fire Prevention Officer** shall mean the person or his or her designate who is appointed as a Fire Prevention Officer under the provisions of the Fire Protection and Prevention Act, 1997, S.O. 1997, c. 4;
- 1.24 **Food** shall mean a food or drink for human consumption and includes refreshments and confections, but excludes liquor;
- 1.25 **Hawker and Peddler** shall mean any Person:
- a) who goes from door to door with goods, wares or merchandise for sale or who carries and displays samples, patterns or specimens of any good, wares or merchandise for which immediate sales are made and for which orders are taken with delivery to follow;
  - b) who sells from a permanent structure on a temporary basis, goods, wares, or merchandise for sale, or who carries and displays samples, patterns or specimens of any goods, wares or merchandise for which immediate sales are made and for which orders are taken with delivery to follow; or
  - c) that is engaged in retail sales but does not have a commercial store front and includes their employees but does not include:
    - i) Service Clubs;
    - ii) Not for Profit Clubs;
    - iii) Charitable Organizations or
    - iv) Such other institutions, organizations or clubs as the Council by Resolution may approve.
- 1.26 **Highway / Roadway** shall mean the traveled portion of a roadway and the untraveled portion of the roadway under the jurisdiction of the municipality and includes the boulevard and the sidewalk.
- 1.27 **Issuer of Licences** shall mean the Municipal Clerk or his or her designate;

- 1.28 **Letter of Credit** shall mean an irrevocable letter of credit that shall be drawn on a chartered Canadian Bank and deemed to be automatically extended without amendment for one (1) year from the present or any future expiration date thereof, unless thirty (30) days prior to any such date the bank shall notify the City in writing by registered mail that the bank elects not to consider this letter of credit renewed for any such additional period;
- 1.29 **Licence** shall mean a City of Temiskaming Shores Business Licence issue pursuant to this By-law;
- 1.30 **Licensee** shall mean a Person who has been issued a Licence pursuant to this By-law either in the current calendar year or in a previous calendar year and shall include an Applicant;
- 1.31 **Masculine** shall include the feminine gender and the neuter;
- 1.32 **Medical Officer of Health** shall mean the Medical Officer of Health or his or her designate for the Timiskaming Health Unit;
- 1.33 **Month** shall mean a calendar month;
- 1.34 **Municipal Enforcement Officer** shall mean a person or his or her designate who may, from time to time be appointed by the Council whose duties include the enforcement of this By-law;
- 1.35 **Non-Profit Charitable Organization** shall mean an organization, whether incorporated or not, which:
- a) has objects and purposes that are exclusively or wholly charitable;
  - b) is recognized by Revenue Canada as being "charitable"; and
  - c) is in compliance with the reporting requirements under the *Charities Accounting Act* or is completing a Public Information Return under the *Income Tax Act*.
- 1.36 **Non-Profit Non-Charitable Organization** shall mean an organization whether incorporated or not, which has objects and purposes that are both charitable and non-charitable and that raises money for the relief of poverty, the advancement of education, the advancement of religion, culture and the arts, health and welfare or for athletic clubs and associations;
- 1.37 **Non-Resident** shall mean a person who has not resided continuously in the City for at least three (3) months immediately preceding the time of commencing a business in the City;
- 1.38 **Operate** shall mean to directly or indirectly manage, work, control, maintain, put or keep in a functional state any Business;

- 1.39 **Outdoor Patio** shall mean an encroachment on a sidewalk or boulevard outside of or immediately adjacent to a building or other structure providing services in the nature of a restaurant or tavern or like business and within or on which may be included objects such as tables, chairs, temporary entrance shelters, canopies, umbrellas, parasols and decorative planters;
- 1.40 **Owner - Premises** with respect to premises licensed under this by-law shall mean the registered owner of the land on which the premises are situated and includes a trustee acting on behalf of the registered owner, the estate of a registered owner and a person with a leasehold interest in the land;
- 1.41 **Owner - Business** with respect to a business licensed under this by-law shall mean the person, company or partnership that carries on the business and who's name appears on the license issued by the municipality for such business pursuant to this by-law;
- 1.42 **Pawnbroker** shall mean a person who carries on the business of taking by way of pawn or pledge any article for the repayment of money lent thereon, as defined in the Pawnbrokers Act, R.S.O. 1990, c. P. 6, as amended;
- 1.43 **Pawnbrokers Act** shall mean the Pawnbrokers Act, R.S.O. 1990, c. P.6 and the Regulations enacted thereunder as amended from time to time or any Act and Regulation enacted in substitution therefor;
- 1.44 **Pawn Shop** shall mean a business or premise where the business of Pawnbroker is carried out;
- 1.45 **Person** shall include any individual, corporation, partnership, company, association, agent or trustee or party and the heirs, executors, administrators, or other legal representative of such person, to whom the context can apply according to law and shall include any group of persons comprising a society or other organization;
- 1.46 **Place of Business** shall mean any place, Premises or Location, or part thereof, in or from which a Business is carried on, and includes a shop, office or a vehicle for the purpose of carrying on the Business;
- 1.47 **Planner** shall mean a person who may be appointed from time to time by Council to the position of Planner or his or her designated for the purposes of enacting zoning regulations for the City;
- 1.48 **Premises** shall mean land, including any and all buildings or other structures thereon and includes any vehicle or conveyance used in the operation of a Business;
- 1.49 **Precious Metals** shall mean a valuable metal, which includes but is not limited to gold, silver and platinum;



- 1.50 **Property Taxes** shall mean the amount of taxes levied on real property under the Ontario Municipal Act, 2001 S.O. 2001, c.25, and the Education Act and any amounts owed under the Drainage Act, the Tile Drainage Act and the Shoreline Property Assistance Act with respect to real property and includes any amounts deemed to be taxes by or under any other Act and any amounts given priority lien status by or under the Act;
- 1.51 **Provincial Offences Act** shall mean the Provincial Offences Act, R.S.O. 1990, c. P-33 and the Regulations enacted thereunder as amended from time to time or any Act and Regulation enacted in substitution therefor;
- 1.52 **Purchase** shall mean to obtain Precious Metals by paying money or its equivalent and shall include the terms of purchase, exchange and acquire by any means and "purchasing" and "purchased" has a like meaning;
- 1.53 **Purchase Event** shall mean an event held for primary purpose of purchasing Precious Metals from members of the public at large or from a Person or Persons invited to the purchase event;
- 1.54 **Refreshment Vehicle** shall mean any Vehicle from which Food and/or refreshments are sold or offered for sale for consumption by the public and includes without limiting the generality of the foregoing, carts, wagons, trailers and trucks;
- 1.55 **Resident** shall mean a Person who has resided continuously in the City for a period of three (3) or more months immediately preceding the time of commencing a Business in the City;
- 1.56 **Sidewalk** shall mean that portion of a street between the curb lines or the lateral lines of a roadway and the adjacent property lines intended for the use of pedestrians;
- 1.57 **Sign** shall mean any device, structure, fixture or placard using graphics, symbols, and/or written copy for the primary purpose of identifying, providing directions or advertising any establishment, product, goods or services, with the exception of window displays, interior signs, national flags and painting of exterior building walls. For the purpose of removal of signs, this definition may also include all sign structures as well as any inflatable advertising devices;
- 1.58 **Singular** includes the plural and the plural includes the singular;
- 1.59 **Special Event** shall mean any public event endorsed by Council such as festivals, winter carnivals, and trade shows;
- 1.60 **Special Event Organizer** shall mean the Person who organizes any type of Craft Show, Trade Show or Antique/Collectible Show (collectively referred to as the "Show"), whether for profit or not;

- 1.61 **Trade Show** shall mean a Business or a Person which coordinates a show or similar exhibition of three (3) or more vendors or businesses exhibiting, offering for sale, selling or otherwise displaying for delivery at a later date, goods, wares, merchandise, items, or services of a similar nature and where the vendors or Businesses will be organized at a specific location for a period not to exceed fourteen (14) executive days;
- 1.62 **Vehicle** shall include automobile, motorcycle, motor vehicle, trailer, mobile home, traction engine, farm tractor, road-building machine, bicycle and any vehicle drawn, propelled or driven by any kind of power, including muscular power and shall include a motorized snow vehicle or all-terrain vehicle;
- 1.63 **Wholesale** means the business of selling things in large amounts to other businesses rather than to individual customers;

## **Section 2 General Provisions – Business Licensing**

### *2.1 Purpose for Business Licensing Policy*

The City of Temiskaming Shores recognizes that the Commercial establishments within the City play a vital part in the economy and that the City receives taxation through property assessments.

The City also recognizes the economic benefit of other types of commercial entities that are not established on a permanent basis to which there is no formal tax structure.

The purpose of this policy is to apply a fee to offset staff time to process Business Licenses as well as payment in lieu of taxation; additionally the provisions contained herein are meant to assist with consumer protection.

### *2.2 Licensing Powers*

The City has the power to provide for a system of licenses with respect to a business and may:

- a) prohibit the carrying on or engaging in the business without a license;
- b) refuse to grant a license or to revoke or suspend a license;
- c) impose conditions as a requirement of obtaining, continuing to hold or renewing a license;
- d) impose special conditions on a business in a class that have not been imposed on all of the businesses in that class in order to obtain, continue to hold or renew a license;

- e) impose conditions, including special conditions, as a requirement of continuing to hold a license at any time during the term of the license;
- f) license, regulate or govern real and personal property used for the business and the persons carrying it on or engaged in it; and
- g) require a person, subject to such conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with any part of a system of licenses established by the municipality.

### *2.3 Requirement to submit Business Application*

Every Person carrying on, conducting, operating, maintaining, keeping or engaging in any Business specifically identified in **Appendix 01** hereto shall be required to obtain a Licence from the Issuer of Licences.

### *2.4 Owner not to permit operation without Licence*

The Owner of a premise shall not permit a person to operate a business on the premises without a valid Licence, where such Licence is required by this By-law.

### *2.5 Business shall not include*

For the purposes of this By-law a Business shall not include:

- a) a manufacturing activity or an industry, except to the extent that it sells its products or raw materials by retail;
- b) the selling of goods by wholesale, or
- c) the generation, exploitation, extraction, harvesting, processing, renewal or transportation of natural resources.

### *2.6 Administration of By-Law*

Unless otherwise indicated, the administration of this by-law is assigned to the Municipal Clerk who may delegate the performance of his/her functions under this by-law from time to time as occasion requires.

### *2.7 Charitable Organizations*

Any non-profit charitable or non-profit non-charitable organizations selling items for the purpose of raising funds for such organizations are not required to obtain a Licence.

## 2.8 *Insurance*

All insurances required herein shall be provided at the time of application in a form acceptable to the Issuer of Licences and in the amount as specified pursuant to the applicable Sections of this By-law.

## 2.9 *Enforcement*

The enforcement of this by-law is assigned to the By-Law Enforcement Officer and to persons under the supervision of the By-law Enforcement Officer for the City.

## 2.10 *Display of Licence - Premises*

Every Person licensed pursuant to this By-law shall post in a prominent and conspicuous place the current Licence on the premises or that part thereof to which the Licence pertains. The Licensee shall ensure that the Licence is positioned in such location that it may be readily seen and read by persons entering the Premises.

## 2.11 *Display of Licence – Door to Door*

Where a Licence is issued to a Person who goes from place to place or to a particular place with food, goods, wares or merchandise for sale, the Licensee shall keep the Licence with them at all times while carrying out their Business and shall exhibit it to any Municipal Enforcement Officer, Issuer of Licences, Police Officer or other authority having jurisdiction who so requests.

## 2.12 *Contravention of Other Laws*

The issuance or renewal of a licence is not intended and shall not be construed as permission or consent by the City for the holder of the licence to contravene or to fail to observe or comply with any law of Canada or Ontario or any by-law of the City.

## 2.13 *Change of Operating Name*

Where the ownership of a business is not changed or affected by the operating name has changed, the Licensee shall within thirty (30) business days of such change notify the Issuer of Licences and upon being satisfied that there has been no other change in the circumstances of the Licenced Business, the Issuer of Licences may issue a replacement of the original Licence. The Licensee shall return and surrender their Licence in order to affect such a change at no cost. The expiry date of the Licence shall be the same as the one being replaced.

## 2.14 *Change of Ownership*

Every Licensee shall, upon change of ownership of the Licenced Business return and surrender their current Licence to the Issuer of Licences. The new owner shall make application for a new Licence as set out in this By-law.

### *2.15 Change of Premises*

Where a current Licenced Business changes Premises, such new Premises shall not be deemed to be Licenced. The Licensee shall notify the Issuer of Licences within seven (7) Business Days of the change of location and surrender to the Issuer of Licences the licence issued with respect to their previous Premises. The issuer of Licences shall upon payment of a fee in the amount of Twenty-Five dollars (\$25.00) and being satisfied that the new location meets all the requirements as set out in this By-law issue a replacement to the original Licence. The expiry date of the Licences shall be the same as the one being replaced.

### *2.16 Voluntary Surrender of Licence*

The City Clerk may revoke a licence which is voluntarily surrendered by the holder for revocation.

### *2.17 Transfer of Licence Prohibited*

Every licence, at all times, is owned by and is the property of the City and is valid only in respect of the person and the premises or of the person named therein and for the nature of business stated in the licence, and no licence may be sold, purchased, leased, mortgaged, charged, encumbered, assigned, pledged, transferred, seized, distrained or otherwise dealt with.

### *2.18 Information Open to Inspection*

Any application, comment, recommendation, information, document or thing in the possession of the City Clerk pursuant to the provisions of this by-law shall be made available by the City Clerk for an inspection:

- a) by any person employed in the administration or the enforcement of this by-law; and
- b) by any other person upon the consent, satisfactory to the City Clerk, of the person, civic department, board, commission, authority or other agency which produced or submitted the application, comment, recommendation, information, document or thing.

Subject always to the limitations imposed by the Municipal Freedom of Information and Protection of Privacy Act.

### *2.19 Inspections by By-Law Enforcement Officer*

Subject to Section 2.21 of this by-law, the By-Law Enforcement Officer or any person designated by the Council to enforce this by-law may, at all reasonable times upon producing proper identification, enter and inspect any premises or any part of any premises licensed under the provisions of this by-law.

### *2.20 Obstruction of Inspections*

No person shall obstruct, hinder or in any way interfere with any person designated to enforce this by-law.

### *2.21 Search Warrant for Inspections of Dwellings*

Except under the authority of a search warrant issued under *Provincial Offences Act*, the By-Law Enforcement Officer or any person designated by the Council to enforce this by-law shall not enter any room or place actually used as a dwelling without requesting and obtaining the consent of the occupier, first having informed the occupier that the right of entry may be refused and entry made only under the authority of a search warrant.

### *2.22 Keeping of Records*

No person shall fail to keep any and all of the records required to be kept under the provisions of any sections of this by-law.

### *2.23 Notice to Applicant of Specified Deficiencies*

Where any determination is made that any premises or person named in the application shall not receive any approval required by this by-law, the reason for such determination shall be specified, and the City Clerk shall notify the applicant of all such reasons.

### *2.24 No Licence to be Issued*

No licence shall be issued to any person in respect of any premises in which the carrying on or operation of the business for which the application is being made is in contravention of any by-law of the City.

### *2.25 Term of License*

A license issued under the provisions of this by-law shall be valid only for the period of time for which it was issued. All licenses shall expire on the date specified in the licence.

### *2.26 Licence Fees*

The Business Licence Fees to be paid for a Licence and the renewal for a Licence shall be as set out in **Appendix 01**.

### *2.27 Licences in Lieu of Taxes*

Licence fees may include an amount in lieu of municipal taxes.

### *2.28 Licence Deemed Refused*

Any business licence application that has not received approvals from such municipal or provincial departments or agencies as the City Clerk deems necessary within thirty (30) days from the date of the filing of the application shall be deemed to be refused. The Clerk shall notify the applicant accordingly.

### *2.29 Change of Address*

Every licensee shall notify the City Clerk within six (6) Business Days of any change in his business or home address.

### *2.30 Exemption of Licence for Special Events*

Notwithstanding any other provisions of this by-law, any vendor selling goods or services at a special event, endorsed by Council and approved by the event coordinators, shall be exempt from the requirement to obtain a licence under the provisions of this by-law.

### *2.31 Maintenance of Standards*

No person licensed under the provisions of this by-law shall fail to maintain, on a continuous basis, the standards and requirements which were necessary to obtain the original approval of the licence application, or have been imposed since the issuance of the licence.

### *2.32 Applications for a Business Assessment or a Home Based Business*

Applications, for a business assessment or a home based business not licensed under the provisions of this by-law, shall be made to the City Clerk on forms to be provided by him/her.

### *2.33 Observance to Provisions*

Every Person who acquires a Licence that is issued under this By-law is responsible for the due performance and observance of all the provisions of this By-law by their employees, agents, invitees and all other persons in or upon the Premises that is Licensed under the provisions of this By-law.

## **Section 3 Application for New Licence**

### *3.1 Application Requirements*

Every person required to obtain a Licence pursuant to this By-law:

- a) shall apply in writing on the appropriate application form as provided by the Issuer of Licences;
- b) shall deposit, at the time of application, with the Issuer of Licences, all required non-refundable Business Licence Fees as set out in Appendix 01 to this By-law or as deemed necessary by the Issuer of Licences;
- c) provide any required approvals, inspections or documentation required by the provisions of this By-law or as deemed necessary by the Issuer of Licences.

### 3.2 *Supporting Documentation*

The Applicant shall be responsible for obtaining all necessary inspections, documents and approvals as set out on the application form and as deemed necessary by the Issuer of Licences.

### 3.3 *Incomplete Application*

Incomplete applications shall be considered not to have been received and may be returned to the Applicant or held pending further information. In any case where the application remains incomplete after the date established for obtaining or renewing such Licence, the Applicant may be required to submit a new application.

### 3.4 *No issuance of Licence*

The Issuer of Licences shall not issue a Licence until:

- a) all required approvals and inspections as required by the application have been obtained by the Applicant;
- b) Business Licence Fees have been paid in full;
- c) all Property Taxes are paid to the satisfaction of the City when required as a condition of obtaining a licence;
- d) any outstanding fines imposed under the *Provincial Offences Act* for the contravention of a provision of any City of Temiskaming Shores By-law arising out of the operation of a Business, whether such fines are owed by the Applicant personally or by any Business of which the Applicant is an Owner, as defined by this By-law; and
- e) all of the required documentation has been provided to the Issuer of Licences.

### 3.5 *Separate Licence for each Premises*

There shall be a separate application and if granted, Licence for each of the premises to be used by the Applicant.



### *3.6 Separate Licence for each Category of Business*

There shall be a separate application and if granted, Licence for each Category of Business to be used by the Applicant.

### *3.7 Compliance with all applicable Law*

The Applicant shall comply with all requirements as set out in this by-law as well as all applicable Federal, provincial, Municipal Statutes, Regulations, by-laws and Codes and any other provisions that may govern the Business, Place or Premises used in the carrying on of the Business and/or the Persons carrying on the Business or engaged in it and to which the application pertains.

### *3.8 Additional Information may be Required*

The Issuer of Licences, upon receipt of the application for a Licence may make, cause to be made, or request, any additional documents, investigations, approvals or inspections to be made in respect of such application for a Licence as the Issuer of Licences deems appropriate or in the interest of the general public, and any costs incurred for such inspection or documents shall be at the Applicant's expense.

### *3.9 Review of Supporting Documentation*

Upon receipt of a completed application, together with all required documentation for Licence and the appropriate Business Licence Fees have been paid, the Issuer of Licences may prior to the issuance of any such Licence:

- a) Make any inquires to any municipal official or employee, who has carried out inspections relative to the business under application;
- b) Receive reports from such municipal officials and employees as may be deemed necessary, and
- c) Inquire into all relevant matters in order to ascertain if the Applicant is entitled to a Licence under the provisions of this by-law.

### *3.10 Issuance of Licence*

Upon being satisfied that the Applicant is entitled to obtain a Licence under the provisions of this by-law, the Issuer of Licences shall prepare and issue a Licence to the Applicant.

### *3.11 Expiry of Licence*

For the purpose of every new Licence issued, the date of expiry shall be the date as set out on the Licence.

## **Section 4 Application for Renewal of Licence**

### *4.1 Application for Renewal*

Every Person required to renew a Licence previously granted under this by-law, shall submit to the Issuer of Licences, an application form for renewal of the Licence as provided by the Issuer of Licences.

### *4.2 Information up to Date*

Every Applicant shall ensure that the information on the application is up to date.

### *4.3 Change in Circumstances*

Where there has been a change of circumstances the Issuer of Licences shall not issue a Licence until:

- a) all required approvals and inspections have been obtained by the Applicant;
- b) the required documentation has been provided;
- c) all Business Licence Fees have been paid in full;
- d) all Property Taxes are paid to the satisfaction of the City when required as a condition of obtaining a licence, and
- e) any outstanding fines imposed under the *Provincial Offences Act* for the contravention of a provision of any City of Temiskaming Shores by-law arising out of the operation of a Business, whether such fines are owned by the Applicant personally or by any Business of which the Applicant is an Owner, as defined by this By-law.

### *4.4 Review of Supporting Documentation*

Where the Issuer of Licences receives an application for renewal of a Licence previously granted under this by-law and the appropriate fees have been paid, he or she shall, prior to the issuance of any such Licence:

- a) Make inquiries into all relevant matters in order to ascertain if the applicant is entitled to obtain a renewed Licence under the provisions of this by-law;
- b) Inquire into any and all relevant changes in circumstances since the previous Licence was issued to the applicant;
- c) Make any inquiries to any municipal official or employee, who has carried out inspections or investigations relative to the business under applicant, and
- d) Receive reports from such municipal officials and employees as may be deemed necessary.

#### 4.5 *Issuance of Licence*

When the Issuer of Licences is satisfied that the Applicant is entitled to obtain a Licence under the provisions of this by-law, the Issuer of Licences shall prepare and issue a Licence to the said Applicant.

### **Section 5 Form of Licence**

#### 5.1 *Licence Particulars*

Every Licence shall show therein:

- a) the operating name of the Business or Person to whom the Licence is issued;
- b) the operating address of the Premises or location for which the Licence is issued;
- c) the category of Licence granted;
- d) the date of issue of the licence;
- e) the date of expiration of the licence if applicable, and
- f) shall be signed by the Issuer of Licences.

#### 5.2 *Administration Fees – Duplicate Licence / Late Renewals*

An administration fee of Twenty-Five Dollars (\$25.00) will apply to the following:

a) Duplicate Licence

In the event that the Licence issued under this By-law is lost or destroyed, the Issuer of Licences upon satisfactory proof of such loss or destruction, and upon payment of the administration fee, shall issue a duplicate of the original Licence, upon which shall be stamped or marked the word "**Duplicate**" or "**Copy**". The expiry date of the "Duplicate" or "Copy" shall be the same as the one being replaced;

b) Late Renewals

In the event that a Licence is not renewed on or before the existing expiry date, notwithstanding any charge(s) that may be laid under this By-law, the Applicant shall also be required to pay a \$25.00 Administration Fee in addition to the applicable Business Licence Fee.

## **Section 6    Nuisance Abatement**

### *6.1    Conduct of Business*

Every person required to be licensed under this By-law, in addition to the any other provisions or requirements expressed elsewhere in the By-law, shall comply with the following requirements:

- a) at all times maintain and keep safe and clean and in good condition and repair any Place of Business for which the Licence is issued including any Vehicle used for or by the Licensed Business;
- b) shall not breach or violate or cause, suffer, or permit any breach or violation of any By-law of the city or of any statute, Order-In-Council, or Regulation of the Legislature of the Province of Ontario or the Parliament of Canada or of any Agency, Board or Commission thereof, in, upon, or in connection with the Business or Premises for, or in relation to which such Licence was issued;
- c) shall not cause, suffer or commit any nuisance to arise in, on, or in connection with the Place of Business, Vehicle or Premises, for which the Licence was issued;
- d) shall not cause, suffer or permit any shouting, noise or other disturbance on, in or in connection with the Place of Business, Vehicle or Premises for which the licence was issued, that is unnecessary, unreasonable or contrary to any municipal By-law prohibiting the same, and if any such shouting, noise or other disturbance occurs, the Licensee shall immediately take steps to cause the same to be abated;
- e) shall not cause, suffer or permit any obstruction on any highway, lane or public place in front of or adjoining the place or premises for which the Licence was issued; and
- f) shall not cause, suffer or permit any profane, offensive or abusive language or disorderly conduct in, on, or in connection with any Vehicle or Premises for which the Licence was issued.

### *6.2    Adherence to By-law responsibility of License Holder*

Every person who acquires a License that is used under this By-law is responsible for the due performance and observance of all the provisions of this By-law by their employees, agents, invitees and all other persons in or upon the Premises that is Licensed under the provisions of this By-law.

## **Section 7    Inspection**

### *7.1    Authority to Inspect*

A Municipal Enforcement Officer, Issuer of Licences, police Officer or other duly appointed individual may at all reasonable times, inspect or cause to be inspected the Premises, facilities, equipment, Vehicles, and other property used or kept for hire in connection with the carrying on of a Business that is Licensed or that is required to be Licensed pursuant to this By-law.

### *7.2    Hindering an Inspection*

No person shall hinder or obstruct, or attempt to hinder or obstruct, a Municipal Enforcement Officer, Issuer of Licences, Police Officer or other duly appointed individual who is exercising a power or performing a duty under this by-law, including carrying out an inspection.

### *7.3    Provision of Information*

The owner of a premises shall, upon request by a Municipal Enforcement Officer, Issuer of Licences, Police Officer or other duly appointed individual, provide forthwith information relating to any person conducting Business on the premises who is required to obtain a Licence pursuant to this By-law, including the corporate name, business name, address, phone number, and dates of operation at that premises.

### *7.4    False Information*

No person shall knowingly provide false information in any application under this By-law or in any document, correspondence or other form of communication required to be furnished under this By-law.

## **Section 8    Refusal / Suspension / Revocation of a Licence**

### *8.1    Licence Refusal*

The Issuer of Licences may refuse to grant or issue a licence to any Applicant who:

- a) has failed to comply with the requirements of this By-law or other applicable By-laws of the City or of any Statute, Order-in-Council, or Regulation of the Provincial Legislature or the Parliament of Canada, or of any Agency, Board of Commission thereof, in, upon or in connection with the applied for licensed activity of the Business or Premises, facilities, equipment, Vehicles or other property used or kept for hire in connection with the Licensed activity;
- b) has any outstanding Property Taxes owing to the City;

- c) has any outstanding fines imposed under the *Provincial Offences Act* for the contravention of any provision of this By-law; or
- d) at the discretion of the Issuer of Licences may refuse to grant or issue a Licence to any Applicant where the Issuer of Licences believes it is not in the public interest to do so.

### 8.2 *Licence Suspension*

The Issuer of a Licence may suspend or revoke a Licence issued to any Licensee who:

- a) has failed to comply with the requirements of this By-law or other applicable by-laws of the City or of any Local Board thereof, or of any Statute, Order-in-Council, or Regulation of the Provincial Legislature or the Parliament of Canada, or of any Agency or board of commission thereof, in, upon or in connection with the applied for Licensed activity of the Business or Premise, facilities, equipment, Vehicles and other property used or kept for hire in connection with the Licensed activity;
- b) has outstanding Property Taxes owing to the City;
- c) has any outstanding fines imposed under the *Provincial Offences Act* for the contravention of any provision of this By-law, or
- d) at the discretion of the Issuer of Licences may refuse to grant or issue a Licence to any Applicant where the Issuer of Licences believes it is not in the public interest to do so.

### 8.3 *Suspension Terms and Conditions*

Any suspension of a Licence may be subject to such terms and conditions as the Issuer of Licences may prescribe.

No person shall operate any Business or Premises contrary to any Licence suspension or terms and conditions thereto or where such Licence has been revoked.

## **Section 9 Notice and Appeal**

### 9.1 *Notice of Appeal Rights*

Where the Issuer of Licences refuses to issue, suspends, or revokes a Licence the said Issuer of Licences shall notify the Applicant in writing of such decision and the said notice shall set out the grounds upon which the issue of the said Licence is refused, suspended or revoked and shall state that the Applicant or Licensee may appeal such decision by filing an appeal with the Clerk of the municipality within twenty (20) Business days of receiving the notice.

### *9.2 Receipt of an Appeal*

Upon receipt of an appeal from the Applicant, the Clerk and Council shall follow the procedures set out in this by-law.

### *9.3 Hearing of an Appeal*

A Hearing Committee may hear any interested parties or afford them an opportunity to be heard on any matter where Council is required by law to hold a hearing in relation to any act, by-law or decision.

### *9.4 Hearing Committee - Composition*

The Hearing Committee shall be comprised of the Mayor and two Council members.

### *9.5 Statutory Powers Procedures Act*

The Hearing Committee shall be bound by the *Statutory Powers Procedures Act*, R.S.O. 1990, c. 22, as amended. Except as otherwise herein provided this By-law applies mutatis mutandis to the Hearing Committee.

### *9.6 Report to Council from Hearing Committee*

Upon conclusion of a hearing conducted by the hearing Committee, the Hearing Committee shall, as soon as practicable, make a written report to Council summarizing the evidence and arguments presented by the parties, the findings of fact made by the Hearing Committee and the recommendations, if any, of the Hearing Committee with reasons therefor on the merits on the application in respect of which the hearing has been conducted.

### *9.7 Decision of Council*

After considering the report of the Hearing Committee, Council may thereupon in respect of such application, do any act, pass any by-law or make any decision that it might have done, passed or made, had it conducted the hearing itself.

## **Section 10 Penalties and Validity of By-law**

### *10.1 Contravention of this By-law*

Any person who contravenes, suffers or permits any act or thing to be done in contravention of, or neglects to do or refrains from doing anything required to be done pursuant to any provisions of this By-law or any permit or order issued pursuant to any provisions of this By-law or any permit or order issued pursuant thereto, is guilty of an offence and upon conviction is liable to a fine of not more than

\$100,000 as provided for in the Municipal Act, 2001, S.O 2001, Chapter 25, as amended.

#### 10.2 *Continuance of Offence*

Where an offence is a continuing offence, each day that the offence is continued shall constitute a separate and distinct offence.

#### 10.3 *Set Fines*

Any *person* who contravenes, suffers or permits any act or thing to be done in contravention of, or neglects to do or refrains from doing anything required to be done pursuant to any provisions of this By-law or any permit or order issued pursuant thereto, commits an offence and except where specifically provided in Appendix 02, shall be liable to a fine of not less than \$100.00, but not exceeding \$5,000.00.

#### 10.4 *Validity of By-law*

If any section, clause, or provision of this By-law, is for any reason declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the By-law as a whole or any part thereof, other than the section, clause or provision so declared to be invalid and it is hereby declared to be the intention that all remaining sections, clauses or provisions of this By-law shall remain in full force and effect until repealed, notwithstanding that one or more provisions thereof shall have been declared to be invalid.



**Business Licensing Fees**

<b>Business Class</b>	<b>App</b>	<b>Licence Fee</b>
<b>Hawker and Peddlers</b>		
<u>Class A – Door-to-Door Sales/Service Person</u>		\$500/month/person Licence expires after 1 month
<u>Class B – Hawker and Peddler –Temporary</u>	03	\$500/event Licence expires after 14 days
<u>Class C – Hawker and Peddler - Business</u>		\$3,000/year Licence expires after 12 months
<b>Pawnbroker</b>	04	\$300/year
<b>Precious Metal Purchasers</b>	05	\$150/event (non-resident) \$500/year (resident)
<b>Refreshment Vehicles</b>		
<u>Class A – Example: Chip Truck/Chip Trailer</u>		\$200/year/location or \$75/month/location
<u>Class B – Example: Catering Truck</u>	06	\$200/year/unit or \$75/month/unit
<u>Class C – Example: Hot Dog/Hamburger Cart</u>		\$100/year/unit or
<u>Class D – Example: Ice Cream Cart</u>		\$40/month/unit
<b>Trade Shows</b>	07	\$10/day/vendor or \$50/event/day

**Part 1 Provincial Offences Act  
Set Fines**

<b>Item</b>	<b>Column 1 Short form wording</b>	<b>Column 2 Offence creating provision or Defining offence</b>	<b>Column 3 Set fine</b>
1	Fail to submit Business Application	Sch. A, Section 2.3	\$ 200
2	Operate without Licence – Owner	Sch. A, Section 2.4	\$ 200
3	Operate without valid insurance	Sch. A, Section 2.8	\$ 200
4	Failure to Display Licence – Door-to-Door	Sch. A. Section 2.11	\$ 200
5	Failure to keep records	Sch. A. Section 2.22	\$ 200
6	Engage Door-to-Door before 9 am	App. 03, Sch. A. Article 3	\$ 100
7	Engage Door-to-Door after 7 pm	App. 03, Sch. A. Article 3	\$ 100
8	Dispensing food to a person standing on a roadway	App. 06, Sch. A. Article 9	\$ 100
9	Having a Class A, C or D Licence and offering food within 400 ft. (120 m) of an existing restaurant	App. 06, Sch. A. Article 10	\$ 100
10	Having a Class B Licence and offering food within 100 ft. (30 m) of an existing restaurant	App. 06, Sch. A. Article 11	\$ 100

**Note:** The general penalty provisions for the offences above is Section 10.3 of By-law No. 2017-025, a certified copy of which has been filed.

## Hawker and Peddler

### Applicable to

Hawker and Peddler shall mean any Person who:

1. Goes from door to door selling or offering for sale a service of any kind or goes from place to place with goods, wares or merchandise for sale or who carries and displays samples, patterns or specimens of any goods, wares or merchandise for which immediate sales are made and for which orders are taken with delivery to follow (i.e. Door-to-Door Sales)
2. Sells from a fixed location on a temporary basis, goods, wares or merchandise for sale, or who carries and displays samples, patterns or specimens of any goods, wares or merchandise for which immediate sales are made for which orders are taken with delivery to follow.
3. is a current Business that pays commercial taxes that permits other business to utilize their space (interior/exterior) to sell on a temporary basis, goods, wares or merchandise for sale, or who carries and displays samples, patterns or specimens of any goods, wares or merchandise for which immediate sales are made for which orders are taken with delivery to follow.

### Definitions

**Class A:** shall mean a Hawker and Peddler Licence issued to a person who goes from place to place (Door-to-Door Sales / Service Person) selling or offering for sale a service of any kind.

**Class B:** shall mean a Hawker and Peddler Licence issued to a Business or person who sells from a place, premises or location on a one-time or temporary basis (Sales Event).

**Class C:** shall mean an annual Hawker and Peddler Licence issued to the owner of the premises, in lieu of requiring individual persons to obtain Hawker and Peddler Licences to operate a Sales Event on that premises.

### Exemptions

The requirement to obtain a Hawker and Peddler Licence does not apply to:

1. Service Clubs;
2. Not for Profit Organizations;
3. Charitable Organizations;
4. The sale of goods by wholesale;
5. Persons who sell goods that are grown or produced on their own agricultural operation, or family members or employees who have written authority to sell the goods on their behalf.
6. Persons who sell Christmas trees on a seasonal basis.
7. Persons who conduct Business on a premises for which the Owner holds a valid Class C Licence.

### Licence Fee

**Class A: \$500/month/person**

Licence shall expire after 1 month

**Class B: \$500/event**

Licence shall expiry after 14 Calendar Days

**Class C: \$3,000/year**

Licence shall expire after 12 months

Application Circulated to

Internal Departments  
Timiskaming Health Unit  
Ontario Provincial Police

Licence Circulated to

Ontario Provincial Police  
Timiskaming Health Unit

Special Conditions

1. Every Door-to-Door Sales/Service Person shall produce to the Issuer of Licences at the time of application, two pieces of identification, one of which shall be photographic identification. Such identification shall clearly state the applicant's name and current residential address.
2. Every Door-to-Door Sales/Service Person shall produce to the Issuer of Licences at the time of application, a letter from their employer authorizing them to conduct business on behalf of the employer. This letter shall include the name of the business, current business address of the business together with the name of a contact person for complaint purposes.
3. No Person shall engage in, or carry on his business by passing Door-to-Door within the City before 9:00 am any day or after 7:00 pm any day.
4. Every Door-to-Door Sales/Service Person who is eighteen (18) years of age or over shall provide a current Criminal Record check which shall be obtained by them at their own expense from the Ontario Provincial Police or the local Police Service where they reside.
5. Each Licence for a Door-to-Door Sales/Service person shall be issued for a 1 month period.
6. Every Door-to-Door Sales/Service Person will produce to any homeowner a copy of the Licence that they have been provided by the City at the request of the homeowner.
7. All signs promoting any event shall be in accordance with the City of Temiskaming Shores By-law No. 2007-019, and any amendments thereto, being a by-law to regulate signs in the City of Temiskaming Shores.

## **Pawnbroker**

### Applicable to

Every person who carries on the Business of a Pawnbroker.

### Definitions

**Pawnbroker** means a Person who carries on the Business of taking by way of pawn or pledge any article for the repayment of money lent thereon, as defined in the *Pawnbrokers Act*, R.S.O. 1990, c.P. 6, as amended.

### Exemptions

None

### Licence Fee

**\$300/year**

### Application Circulated to

Internal Departments  
Ontario Provincial Police

### Licence Circulated to

Ontario Provincial Police

### Special Conditions

1. Every Pawnbroker shall give to the City security to the satisfaction of the City Clerk in the sum of \$2,000.00 for the due observance by the Pawnbroker under the *Pawnbrokers Act*, R.S.O. 1990, c.P.6, as amended.
2. The operation of the Business shall conform to the provisions of the *Pawnbrokers Act* and all applicable Temiskaming Shores Police Services Board by-laws that may be in force.
3. Every Pawnbroker shall provide a current Criminal Record check for all owners, operators and employees who are eighteen (18) years of age or over, which shall be obtained by them at their own expense from the Ontario Provincial Police or the local Police Service where they reside.
4. For the purposes of this By-law the initial Criminal Record Check must be dated within the last sixty (60) days of the initial Application for a Pawnbroker's Licence. All subsequent renewals for a Pawnbroker's Licence must include a Criminal Record Check that is current within the last two (2) years.

## Precious Metal Purchasers

### Applicable to

Any Person who carries on the business of purchasing precious metals, including but not limited to gold, silver or platinum; but excludes a person who makes, repairs, or sells jewelry and watches.

### Definitions

**Precious Metals** means a valuable metal, which includes but is not limited to gold, silver and platinum.

**Purchase** includes purchase, exchange and acquire by any means and "purchasing" has a like meaning.

**Purchase Event** means an event held for primary purpose of purchasing Precious Metals from members of the public at large or from a Person or Persons invited to the purchase event. A Purchase Event shall not be longer than three (3) consecutive days.

### Exemptions

A person purchasing gold from a person engaged in the business of selling gold such as a jeweler or a gold distributor.

### Licence Fee

**\$150/event**

Licence expires after 14 calendar days

**\$500/year**

### Application Circulated to

Internal Departments  
Ontario Provincial Police

### Licence Circulated to

Internal Departments  
Ontario Provincial Police

### Special Conditions

1. No Person shall purchase, offer to purchase or advertise to purchase Precious Metals by any means, unless such person is the holder of a Licence issued under this by-law for such purpose.
2. Any Person holding a Purchase Event shall produce to the Issuer of Licences at the time of application, two pieces of identification, one of which shall be photographic identification. Such identification shall clearly state the applicant's name and current residential address.
3. No Person shall obtain any Precious Metals from any Person who is known to be or appears to be:
  - a) under the age of eighteen (18) years, or
  - b) under the influence of alcohol or drugs.

4. No Person shall hold, sponsor, advertise or promote a Precious Metals Purchase Event unless such Person holds a Licence issued under this By-law for such purpose and in accordance with the terms of the Licence and this by-law.
5. The Applicant for a Licence pursuant to this By-law shall, both before and after a Licence is issued, produce such books, records or other documents or information as the Issuer of Licences may consider necessary to corroborate any of the statements contained in the application.
6. The Issuer of Licences may refuse to issue a Licence or having issued a Licence under this part, may revoke same if:
  - a) any of the information set out in the application or statutory declaration of the Applicant or owner is false;
  - b) the Purchase Event is advertised or conducted in any manner other than that described in the application or in any manner calculated to mislead or deceive the public;
  - c) The purchase Event is held in a location or conducted in any way in a manner contrary to the provisions of this By-law or contrary to any condition imposed in the licence;
  - d) the Applicant refuses to produce any records, books, documents, or other information requested by the Issuer of Licences in accordance with this by-law; or
  - e) the Applicant refuses to permit the Issuer of Licences to inspect any premises or inspect or test any measuring or weighing or other devices used in the purchase of the precious metals.
7. Where an Applicant for a Licence wishes to hold a Purchase Event at more than one site, a separate Licence shall be required for each site. A Business Licence Fee shall be payable for each such additional Licence.
8. The Licence for the Purchase Event shall be displayed in a clearly visible location on the Premises where the Purchase Event is held.
9. Applicants for a Licence shall ensure all advertising material distributed, displayed or published to promote a Purchase Event, including any radio or television broadcast, or internet promotion, contains a statement that the Purchase Event is held under the authority of this By-law and shall state the number and expiry date of the licence issued for such Purchase Event under this by-law, and that the Seller of the Precious metals is over the age of eighteen (18) years with no exceptions.
10. For the purposes of this By-law a Criminal Record Check must be dated within the last sixty (60) days of the Application for a Precious Metal Purchaser Licence.

## Refreshment Vehicles

### Applicable to

Any Person who operates a Refreshment Vehicle as defined herein.

### Definitions

**Refreshment Vehicle** means any Vehicle from which Food and/or refreshments are sold or offered for sale for consumption by the public and includes without limiting the generality of the foregoing, carts, wagons, trailers and trucks. Refreshment Vehicles are divided into the following classes:

- Class A:** a **motorized vehicle** or **trailer** requiring a motorized vehicle in order to be moved; other than a motor assisted bicycle or motorcycle, from which food that is **prepared and cooked on-site** is offered for sale (example - a chip truck/chip trailer).
- Class B:** a **motorized vehicle** or **trailer** requiring a motorized vehicle in order to be moved; other than a motor assisted bicycle or motorcycle, from which food that is **prepared and cooked off-site** is offered for sale (example – catering truck).
- Class C:** a **non-motorized vehicle** propelled by muscular power, motor assisted bicycle or motorcycle, or which can be moved from location to location by a motorized vehicle from which food that is **prepared and cooked on-site** is offered for sale (example – hot dog/hamburger cart).
- Class D:** a **non-motorized vehicle** propelled by muscular power, motor assisted bicycle, trailer, or motorcycle, or which can be moved from location to location by a motorized vehicle from which **prepackaged and prepared foods are sold on site**, or frozen confectionary and beverages are offered for sale (example – ice cream cart).

### Exemptions

Seasonal restaurants.

### Licence Fee

**Class A: \$200/year/location**  
or

**Class A: \$75/month/location**

**Class B: \$200/year/unit**  
or

**Class B: \$75/month/unit**

**Class C or D: \$100/year/unit**  
or

**Class C or D: \$40/month/unit**

### Application Circulated to / Requirements

1. Internal City departments (Building/Planning/Fire)
2. Timiskaming Health Unit
3. Insurance Certificate (minimum \$2,000,000)
4. Licenced Gas Fitter Inspection (if applicable)



**Note:** All Classes of Refreshment Vehicles must obtain and provide proof of the necessary inspections **annually** prior to renewing Refreshment Vehicle Licence.

Licence Circulated to

Internal Departments  
Timiskaming Health Unit  
Ontario Provincial Police

Special Conditions

1. Every Licensee shall:
  - a) ensure that every Refreshment Vehicle is equipped with a metal refuse container with a self-closing lid, and such container shall be kept in a clean and sanitary condition;
  - b) ensure that the metal refuse container be emptied at least once a daily;
  - c) ensure such containers shall be used for the disposal of all refuse;
  - d) ensure that every refuse container is located in such a position so as to be easily accessible by persons making purchases while the Refreshment Vehicle is stopped;
  - e) ensure that the Refreshment Vehicle and all parts and equipment for use in the dispensing of refreshments is maintained in a clean and sanitary condition and at all times in good repair;
  - f) ensure that hard ice cream and related products are maintained in a hard condition in the Refreshment vehicle at all times, as approved by the Timiskaming Health Unit;
  - g) ensure that soft ice cream and related products are stored in a refrigerated cabinet suitable for the storage of soft ice cream, as approved by the Timiskaming Health Unit;
  - h) ensure that all dispensing equipment is of a sanitary design and cleaned on a daily basis;
  - i) ensure that adequate refrigeration, as approved by the Timiskaming Health Unit is provided for perishable Food that shall be kept so refrigerated;
  - j) ensure that the date of expiration is clearly and legibly marked on or affixed to the wrapper of all sandwiches or pre-packaged food sold from the Refreshment Vehicle;
  - k) ensure that beverages, which shall include but shall not be limited to, milk, juices and soft drinks, are only sold in individual disposable containers;
  - l) ensure that Refreshment Vehicles from which hot, prepared foods are sold are so equipped with as to maintain such foods so heated at a temperature as approved by the Timiskaming Health Unit;
  - m) ensure that no LPG (liquefied petroleum gas) LNG (liquid natural gas) or any combustible fueled appliance is operated within ten (10) feet of any structure, door, window, or opening that shall include an alcove or alleyway;
  - n) ensure that the Refreshment Vehicle is free from holes, crevices or cracks and all surfaces are readily washable and are kept clean and in good condition;
  - o) ensure that only single service disposable cups, plates, forks, spoons, knives and containers are used and serviettes shall be provided from a dispenser; and
  - p) ensure that all condiments are in sealed single serve packages or a sealed container.

2. Every Person selling or handling refreshments and Food shall be clean and neat in appearance and shall maintain clean hands at all times. If no sink is available for hand washing then every person selling or handling refreshments and Food shall be supplied with gloves or hand sanitizer.
3. No Licensee or person employed with any Licensee under this section shall be suffering from any form of contagious disease while actively engaged in his or her work.
4. Gloves must be worn by any Licensee or Employee handling Food or refreshments who has an open cut or wound on their hands.
5. Every Licensee shall take out a separate Licence for each Refreshment Vehicle owned or operated by them and they Licence shall be affixed so as to be clearly visible.
6. Every Licensee shall at his or her own expense, whenever required to do so by the Issuer of Licences, bring such Refreshment Vehicle to any person designated by the Issuer of Licences for inspection.
7. All Refreshment Vehicle owners shall carry a minimum of Two Million Dollars (\$2,000,000) liability insurance and shall furnish proof of this coverage satisfactory to the City prior to being Licensed. Such insurance shall contain an endorsement specifying that the municipality shall be given a minimum of thirty (30) days written notice of any change, expiration, or cancellation of such policy. Where the Refreshment Vehicle has been granted permission to operate on City property, the policy shall also contain an endorsement identifying "The Corporation of the City of Temiskaming Shores" as an additional insured.
8. Every Licensee shall ensure that each operator or employee is made familiar with the contents of this Section and shall not permit any operator under their control, management, supervision or direction to breach any of the provisions of this Section and any Regulations from the Timiskaming Health Unit or any other Authority having jurisdiction.
9. No Licensee or employee of a Refreshment Vehicle shall dispense Food to any person while such person is standing on a roadway.
10. No Licensee or employee of a Class A, C or D Refreshment Vehicle shall operate within 400 ft. (120 m) of an existing restaurant <sup>(a, b)</sup>.
11. No Licensee or employee of a Class B Refreshment Vehicle shall operate within 100 ft. (30 m) of an existing restaurant <sup>(a, b)</sup>.
  - <sup>(a)</sup> Restaurant is defined as an establishment to which its primary function is to provide food and/or refreshments for sale for consumption by the public, but does not include a restaurant to which food is a secondary function (i.e. hotel/motel).
  - <sup>(b)</sup> A restaurant as defined in (a) shall include a municipal concession that has a current tenant. In the event a vacant concession is leased and there is a Refreshment Vehicle License has been issued closer than permitted due to the vacancy, the Refreshment Vehicle Licensee shall continue to be valid until the Licence expires.

## Trade Shows

### Applicable to

Craft Shows, Trade Shows and Antique/Collectible Shows.

### Definitions

**Trade Show** means the exhibiting or offering for sale, selling or otherwise displaying for delivery at a later date, goods, wares, merchandise, items by crafts people organized at a specific location for a period not to exceed fourteen (14) consecutive days.

**Trade Show Organizer** means the Person who organizes any type of Trade Show with multiple vendors.

### Exemptions

Any Person who resides permanently within the City of Temiskaming Shores is exempt from purchasing a licence for a Trade Show. Proof of permanent residency to the satisfaction of the City Clerk will be required.

### Licence Fee

**\$10/day/vendor**

or

**\$50/event/day**

### Application Circulated to

Not applicable

### Special Conditions

1. For Trade Show Events, it is the sole responsibility of the Trade Show Organizer to:
  - a) make an application to the Licensing Officer at least two (2) weeks before the Show;
  - b) ensure that all required Licences, approvals, notifications, permits and certificates are in place for all vendors at the Show; and
  - c) provide to the Licensing Officer a list which includes the names, addresses, telephone numbers of all vendors and the products being sold at the Show and shall collect the fees associated with the licence and provide the same to the Licensing Officer at least two (2) days in advance of the Show.
2. All signs promoting any Trade Show shall be in accordance with the City of Temiskaming Shores By-law No. 2007-019 and any amendments thereto, being a by-law to regulate Signs.

## Home Based Business

### Applicable to

Every resident that operates a business as a secondary use within their residence or on their property.

### Definitions

**Home Based Business** means a privately operated legal business located within a residential dwelling or accessory building, which is operated by the owner or occupant thereof, which is compatible with the character of a residential setting or surrounding neighbourhood, which is clearly secondary to the principal residential use.

### Examples

Professional & Consulting Services  
Instructional Services  
Private Day Care  
Repair Businesses  
Technology

Personal Service  
Home Craft Business  
Distribution Sales  
Offices for Contractors & Trades

### Licence Fee

**None**

**Note:** Depending on the nature of the Home Based Business an additional charge under the applicable Water and Sewage Rates by-law may be applicable. Staff will notify the Municipal Property Assessment Corporation (MPAC) of the commercial use and they may or may not choose to conduct an assessment.

### Application Circulated to

Internal Departments

### Special Conditions

1. Every Home Based Business applicant shall produce to the Issuer of Licences at the time of application, two pieces of identification, one of which shall be photographic identification. Such identification shall clearly state the applicant's name and current residential address.
2. Every Home Based Business applicant, that is not the principle owner of the dwelling, shall produce to the Issuer of Licences at the time of application, a letter from their Landlord authorizing them to operate the business at the subject location.
3. Every Home Based Business applicant shall produce to the Issuer of Licences at the time of application, detailed information in regards to the business, including but not limited to number of employees, commercial vehicles, signage (complete details), hours and days of operation, interior floor plan indicating dimensions and locations of all rooms associated with the proposed home based business (including storage areas).

**Note:** outside storage or displays of materials, containers, or finished products is prohibited.

4. Every Home Based Business applicant shall produce to the Issuer of Licences at the time of application, a Property Site Plan showing lot lines, location and dimensions of all structures, available parking spaces, entrances and proposed sign location (if applicable).

5. Every Home Based Business applicant shall provide a current Police Vulnerable Sector Check for all owners, operators and employees if the business provides services to individuals who are eighteen (18) years of age or under, which shall be obtained by them at their own expense from the Ontario Provincial Police.



**The Corporation of the City of Temiskaming Shores**  
**Regular Meeting of Council**  
**Tuesday, May 2, 2017**  
**6:00 P.M.**  
**City Hall Council Chambers – 325 Farr Drive**

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**Minutes**

**1. Call to Order**

The meeting was called to order by Mayor Carman Kidd at 6:01 p.m.

**2. Roll Call**

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

Present: Christopher W. Oslund, City Manager  
David B. Treen, Municipal Clerk  
Doug Walsh, Director of Public Works  
Tammie Caldwell, Director of Recreation  
Kelly Conlin, Director of Corporate Services (A)  
Tim Uttley, Fire Chief  
Laura-Lee MacLeod, Treasurer  
James Franks, Economic Development Officer

Regrets: Councillor Jeff Laferriere

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

Members of the Public Present: 47 +/-

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

None

**4. Approval of Agenda**

*Resolution No. 2017-179*

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

**Carried**

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

None

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

*Resolution No. 2017-180*

Moved by: Councillor McArthur

Seconded by: Councillor Whalen

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

- a) Regular Meeting of Council – April 18, 2017

**Carried**

**7. Presentations / Delegations**

- a) Bryce Logan, Ontario Clean Water Agency (OCWA) & Tammy Borgen-Flood, Healthy Kids Program Coordinator

**Re:** OCWA OneWater Education Program

Healthy Kids Program Coordinator, Tammy Flood outlined that theme No. 2 of the Healthy Kids Community Challenge was “Water does Wonders” which encouraged kids and families to drink more water. One partner during the campaign was the Ontario Clean Water Agency (OCWA) who provide water and wastewater treatment services for our community and Healthy Kids partnered with OCWA and embarked upon an educationally based workshop at various schools entitled “OneWater” program. Tammy outlined that 3 schools participated, Ecole Ste. Croix, English Catholic Central School (ECCS) and Timiskaming District Secondary School and Elementary (TDSSE) and that Ecole St. Croix representatives are in attendance tonight.

OCWA Operator, Bryce Logan outlined that they attended the schools to educate the students on the process for providing potable water. It was noted that the subject really seemed to peak the interest of the students and they really got involved in some of the experiments (i.e. flocculation, sedimentation, etc.) and when quizzes were sent home to be completed with their parents all quizzes were returned as well as additional questions. OCWA was grateful for being able to participate and on behalf of OCWA would like to present some plaques to the participating schools as well as the City of Temiskaming Shores.

Mayor Kidd thanked Tammy and Bryce for their presentation and the plaques were distributed.

## 8. Question and Answer Period

None

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

### 9.1. *Business Licencing Policy*

**Purpose:** Replacement of Business Licencing By-law No. 2011-114 with a new Policy.

Mayor Kidd outlined that the public meeting scheduled tonight is to consider Provisional By-law No. 2017-025 being a policy to regulate certain businesses in the City of Temiskaming Shores. By-law No. 2004-022 being a by-law to establish procedures for Public Notice requires that a public meeting be held before Council considers adoption of a by-law related to Business Licensing.

The public meeting serves two purposes: first, to present to Council and the public the details and background to the proposed Policy and second, to receive comments from the public and agencies before a decision is made by Council.

Mayor Kidd declared the meeting to be open and to be a public meeting and requested that the Clerk provide the background to the proposed Policy.

Municipal Clerk, David Treen utilizing powerpoint made a presentation in regards to the Business Licencing Policy. Current licensing is governed by By-law No. 2011-114 and that at the July 2, 2013 Council meeting Administrative Report CGP-019-2013 was considered. It was noted that the report identified concerns with Transient Traders and Door-to-Door Salespersons, lack of criminal background



checks, low licensing fees as well as no ability to issue tickets for non-compliance. As a result Resolution 2013-301 directed a comprehensive review of the policy and suspended the issuance of Hawker / Peddler Licences pending the outcome of the review.

Mr. Treen indicated that a replacement policy has been drafted and was reviewed and considered by Senior Staff (Feb 10/16) and Corporate Services Committee (Mar 2016). The document was modified based on feedback, considered again by the Corporate Services Committee in February 2017 and considered by Council on February 21<sup>st</sup>, 2017 along with Administrative Report CS-014-2017 at which time the by-law was given provisional approval (1<sup>st</sup> & 2<sup>nd</sup> reading).

Mr. Treen highlighted and read Articles 2.1 “Purpose for Business Licensing Policy”, 2.7 “Charitable Organizations” and 2.30 “Exemption of Licence for Special Events”.

Mayor Kidd opened up the meeting to public comment and asked those that wished to make comment approach the podium and provide their contact information as listed on the sheet at the podium prior to making comments.

**Note:** *Several individuals spoke at the meeting; however a very limited few completed the sign in sheet, thus the following attempts to capture the nature of the general comments/concerns.*

Concerns were raised with respect to the impact to the local businesses that already pay taxes. It was outlined that the intent of the policy is to apply a fee to those types of entities that are not established within Temiskaming Shores and attend for a short period of time for the purpose of selling their products, which may or may not be direct competition with a local business, making money and leaving town again. The licence process would attain contact information for the business as well as apply a fee in lieu of taxes.

Based on the Hawker and Peddler Licence and as a business owner who’s responsibility is it to ensure the vendor has a licence, who will police and if there are set fines are they applied to business owner or the vendor who rented the space. In addition, how does this type of licence apply to the Golf Clubs or Curling Clubs as they are considered not for profit. Would they require the Class C licence.

It was noted that it is the responsibility of the vendor to apply for their own licence and it is anticipated that the business renting the space to the vendor would assist the City on informing the vendor of the requirement to obtain a licence from the City prior to the sales date. Any enforcement issues would be undertaken with the vendor not the business renting the space. In regards to the Golf or Curling Clubs, if the club is renting to a third party vendor than the vendor is required to obtain a licence; if the club itself was holding their own type of event for their own benefit there would be no requirement for a licence.

Concerns were raised that Bed & Breakfasts are not included in the licensing policy and it is hoped that Council will look at addressing that as well.

Concerns were also raised in regards to Council applying a licence to local residents with respect to what would be described as hobbies (build and sell a picnic table, quilting, yard sale, etc.) under the Home Based Business category. It was noted that the intent of the Home Based Business Licence is not to licence Hobby type activities.

**Note:** Several questions were asked in regards to Home Based Business and where the line was drawn as to when activity was or was not considered a Home Based Business. It was concluded that clarity is required in this regard within the policy.

There was an inquiry with respect to whether was a clause to exempt an existing business from the requirement for obtaining a licence based on a specific date (i.e. Grandfather clause). It was noted that there is no such clause in the document.

Looking for clarification in regards to individuals that operate a secondary business from their home that is internet based, but do not invite people to their residence. It was clarified that a Home Based Business is where you dedicate a space in your home for business purposes and if so, you need to contact the Clerk's Office for the purpose registering that business.

Concerns were raised with the inspection protocols outlined in the policy. It was stated those sections will be reviewed to ensure that they are clear and in alignment with the Municipal Act.

There was an inquiry as to whether someone's taxes would increase based on a Home Based business. It was noted that there could be an additional fee related to water and sanitary if the business utilizes these amenities (hairdresser, etc.) and all licences issued for a Home Based Business are forwarded to the Municipal Property Assessment Corporation (MPAC) including the required sketch submitted with the application illustrating the amount of space being utilized for the business. MPAC will look at the size of the portion of the dwelling/accessory building being used for the business to determine if a commercial assessment is warranted.

With no further comments, Mayor Kidd thanked everyone for the comments and input and declared the public meeting closed and advised that due consideration will be given to all comments received tonight.

## 10. Communications

- a) Andréanne Denis, Communications Manager - Canadian Mental Health Association Cochrane-Timiskaming

**Re:** Request for Proclamation – May 1-7, 2017 as “CMHA Mental Health Week”

**Reference:** Received for information

b) Laura Albanese, Minister of Citizenship and Immigration

**Re:** Call for Nominations – Champion of Diversity Award

**Reference:** Referred to the Temiskaming Shores and Area Chamber of Commerce

c) Dipika Damarela, Minister of Seniors Affairs

**Re:** Request for Proclamation – June as Seniors’ Month

**Reference:** Received for Information

d) Carman Kidd, Chair – Timiskaming Board of Health

**Re:** Letter of Support prohibiting Food and Beverage marketing directed at Children

**Reference:** Received for Information

Resolution No. 2017-181

Moved by: Councillor Whalen

Seconded by: Councillor Foley

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

**Carried**

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

Resolution No. 2017-182

Moved by: Councillor Hewitt

Seconded by: Councillor Foley

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

- a) Minutes of the Emergency Management Program Committee meeting held on March 09, 2017;
- b) Minutes of the Temiskaming Shores Public Library Board meeting held on March 15, 2017;
- c) Minutes of the OCWA Consultation meeting held on March 28, 2017; and
- d) Minutes of the Committee of Adjustment meeting held on March 29, 2017.

**Carried**

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

None

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

Councillor McArthur reported on the following:

- Recreation Initiatives: Annual meetings for Bucke Park, Marina users and Arena users were held last week. The STATO trail will open on the long weekend and asked that people refrain from using. The 48<sup>th</sup> annual Walk-a-thon is this weekend.

Councillor Jelly reported on the following:

- OAPSB Meeting: Attended Police Services Board meeting held in Toronto last week. The three Vice-Presidents had a round table discussion at Queen's Park with various Ministers. A report was prepared with a number recommendations to change the Police Service Act. A general meeting was also held and had an opportunity to speak with Minister Lalonde in regards policing issues in Northern Ontario (i.e. geography).

Mayor Kidd reported on the following:

- Ottawa River Designation: Indicated himself and City Manager, Chris Oslund will be travelling to Pettawa next week to determine how that designation will be celebrated.

- FONOM Conference: The FONOM conference will be held at the end of next week as well.

#### 14. Notice of Motions

None

#### 15. New Business

##### a) **Proclamation – Emergency Preparedness Week**

###### Resolution No. 2017-183

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Whereas Emergency Preparedness Week is an annual event that takes place each year during the first full week of May to increase public awareness and educate residents on personal preparedness for disasters and emergencies; and

Whereas the City of Temiskaming Shores, through the Office of the Fire Marshal and Emergency Management and all our Emergency Management Partners, assists to identify community risks, mitigate those risks, prepare for, respond to and recover from disasters and emergencies; and

Whereas the City is doing everything it can to prepare for disasters and realizes residents also have an important role to play in ensuring their own safety during an emergency; and

Whereas emergency preparedness is a shared responsibility and all individuals can reduce the risk by better understanding what could happen and learning how to better prepare ourselves, our families and our community; and

Whereas each individual must understand the risks inherent to where we live and work and undertake actions that reduce those risks in an effort to limit the extent to which an emergency may affect us.

Now therefore be it resolved that the Council for the City of Temiskaming Shores hereby proclaims the week of May 7-13, 2017 to be “Emergency Preparedness Week” and encourages all citizens to participate in educational activities during Emergency Preparedness Week.

**Carried**

**b) Overview of Activities for Emergency Preparedness Week**

*Verbal presentation from Fire Chief, Tim Uttley*

**c) Memo No. 010-2017-PW – Amendment to By-law No. 2013-140 Transit Bus Lease with Stock Transportation**

Resolution No. 2017-184

Moved by: Councillor Whalen

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 010-2017-PW; and

That directs staff to prepare the necessary by-law to amend By-law No. 2013-140 to remove the four (4) original GMC Accessible Transit Buses from the agreement.

**Carried**

**d) Memo No. 005-2017-RS – Purchase of Playground Equipment for Bucke Park**

Resolution No. 2017-185

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 005-2017-CGP; and

That Council authorizes staff to purchase the playground equipment at the Haileybury Public School in the amount of \$7,500 plus applicable taxes for installation at Bucke Park.

**Carried**

**e) Administrative Report No. RS-003-2017 – Parks and Recreation Ontario – Youth Advisory Council**

Resolution No. 2017-186

Moved by: Councillor Hewitt

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. RS-003-2017; and

That Council approves entering into a Memorandum of Understanding with Parks and Recreation Ontario for the development of a Youth Advisory Council in the City of Temiskaming Shores.

**Carried**

**f) Administrative Report No. RS-004-2017 – Summer Concession Operations – Rotary Farr Park and Dymond Ball Park**

Resolution No. 2017-187

Moved by: Councillor Whalen

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. RS-004-2017; and

That Council directs staff to prepare the necessary by-law to enter into an Agreement with the Treehouse for the operation of the Rotary Farr Park and Dymond Ball Park summer concession stands for consideration at the May 2, 2017 Regular Council meeting.

**Carried**

**g) Administrative Report No. CGP-011-2017 – North On Tap Festival**

Resolution No. 2017-188

Moved by: Councillor Whalen

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CGP-011-2017; and

That Council agrees to support the North On Tap Festival with the following:

- Closure of Farr Drive on Saturday, July 15, 2017 from the north side of Marcella Street to the south side of Main Street;
- Providing free boat docking on Saturday, July 15, 2017 for boaters attending the event;

- Providing in-kind contributions including the following; set-up and take-down of the site, fencing, garbage receptacles and garbage removal, tables, chairs, stage and assistance with electrical hook-ups for vendors; and
- An upset contribution of \$5,000 to assist with marketing, promotion and advertising of the event.

**Carried**

**h) Administrative Report No. CGP-012-2017 – Enterprise Temiskaming – Leased Vehicle**

Resolution No. 2017-189

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CGP-012-2017; and

That Council directs staff to prepare the necessary by-law and agreement with Tri-Town Toyota for a three (3) year lease of a 2017 Toyota Rav4 LE for Enterprise Temiskaming for consideration at the May 2, 2017 Regular Council meeting.

**Carried**

**i) Memo No. 014-2017-CS – Business Licencing – Public Meeting Correspondence**

Resolution No. 2017-190

Moved by: Councillor Foley

Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 014-2017-CS, more particularly Appendix 01 – *Consultation Correspondence on the New Business Licencing By-law* for information purposes.

**Carried**



**j) Memo No. 015-2017-CS – Request for Proposal (RFP) – Municipal Insurance and Risk Management Services**

Resolution No. 2017-191

Moved by: Councillor Foley

Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 015-2017-CS; and

That Council directs staff to prepare and release a Request for Proposal for Municipal Insurance and Risk Management Services.

**Carried**

**k) Memo No. 016-2017-CS – Request for Proposal (RFP) – Office Supplies**

Resolution No. 2017-192

Moved by: Councillor Foley

Seconded by: Councillor Whalen

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 016-2017-CS; and

That Council directs staff to prepare the necessary Request for Proposal for Office Supplies.

**Carried**

**l) Administrative Report No. CS-024-2017 – 2017 Tax Ratio Analysis**

Resolution No. 2017-193

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-024-2017; and

That Council directs staff to prepare the necessary by-laws utilizing the Revenue Neutral Tax Ratios for 2017 for consideration at the May 16, 2017 Regular Council meeting.

**Carried**

**m) January-April 2017 Capital Financial Report**

City Manager, Chris Oslund reviewed the report with Council prior to consideration of Resolution No. 2017-194

Resolution No. 2017-194

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of the January to April 2017 Capital Financial Report for information purposes.

**Carried**

**n) Administrative Report No. CS-025-2017 – 2018 Municipal Election – Vote Counting Equipment and Alternative Voting Methods**

Resolution No. 2017-195

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-025-2017; and

That Council approves the use of vote counting equipment (tabulators) for the 2018 Municipal Election and directs staff to prepare the necessary by-law for consideration at the May 2, 2017 Regular Council meeting.

**Carried**

**o) Administrative Report No. PPP-003-2017 – Contract Awards**

Resolution No. 2017-196

Moved by: Councillor Foley

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-003-2017; and

That Council authorizes staff to issue Purchase Orders for a two (2) year term (2017-2018) to the following suppliers:

- **Project No. PPP-RFQ-002-2017**

***PPE Solutions***

Bunker Gear - \$24,300 (\$12,150 per year) plus shipping & applicable taxes

➤ **Project No. PPP-RFQ-003-2017*****Inservus Management Systems***

Bunker Gear Inspection / Testing - (\$35.00 per unit in 2017 and \$38.00 per unit in 2018) plus applicable taxes

➤ **Project No. PPP-RFQ-004-2017*****C-Max Fire Solutions***

Pump Testing - \$4,620 (\$2,310 per year) plus applicable taxes

➤ **Project No. PPP-RFQ-005-2017*****Acklands-Grainger Inc.***

SCBA/Compressor Service Testing - \$18,332.64 (\$9,166.32 per year) plus applicable taxes

➤ **Project No. PPP-RFQ-006-2017*****SPI Health and Safety***

Fire Hose Replacement - (\$287.79 45mm/\$386.39 65mm per unit) plus applicable taxes

➤ **Project No. PPP-RFQ-007-2017*****Levitt Safety Limited***

Hydrostatic Testing – SCBA/Cascade - (\$24 per unit SCBA/\$32 per unit Cascade) plus shipping and applicable taxes

**Carried**

**16. By-laws****Resolution No. 2017-197**

Moved by: Councillor Foley

Seconded by: Councillor Whalen

Be it resolved that:

**By-law No. 2017-063** Being a by-law to enact a Zoning by-law Amendment to rezone property from Highway Commercial (C3) to Highway Commercial Exception 5 (C3-E5) in the Town of New Liskeard Zoning By-law 2233 (419 Whitewood Avenue - Plan M61NB Lot 12; Parcel 1973SST) Roll No. 54-18-010-007-164.00

By-law No. 2017-064 Being a by-law to enter into a funding agreement with Her Majesty the Queen in Right of Ontario, as represented by the Minister of Transportation Ontario under the Public Transit Infrastructure Fund (PTIF)

By-law No. 2017-065 Being a by-law to amend By-law No. 2013-140 (Agreement with Stock Transportation Ltd. to remove the lease of four (4) GMC Accessible Transit Buses)

By-law No. 2017-066 Being a by-law to enter into an agreement with the Treehouse for the Operation of the Rotary Farr Park and Dymond Ball Field Concessions

By-law No. 2017-067 Being a by-law to enter into a Vehicle Lease Agreement with Tri-Town Toyota (Enterprise Temiskaming)

By-law No. 2017-068 Being a by-law to authorize the use of Vote Tabulators for the 2018 Municipal Election

be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2017-198

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that:

By-law No. 2017-063;

By-law No. 2017-064;

By-law No. 2017-065;

By-law No. 2017-066;

By-law No. 2017-067; and

By-law No. 2017-068;

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

**Carried**

**17. Schedule of Council Meetings**

- a) Regular – Tuesday, May 16, 2017 at 6:00 p.m.
- b) Regular – Tuesday, June 6, 2017 at 6:00 p.m.

**18. Question and Answer Period**

***Ray Lafleur – Georgina Avenue***

Mr. Lafleur recommended that that portion of the STATO Trail from the Haileybury Branch Library to Hughes Lookout receive some repairs as there a lot of potholes and is pretty rough. In addition that portion of the STATO trail from Morissette Drive to Carter Boulevard be addressed as there are many cracks.

Director of Public Works, Doug Walsh outlined that both of those section referred to by Mr. Lafleur are on their work program for 2017.

**19. Closed Session**

None

**20. Confirming By-law**

***Resolution No. 2017-199***

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that By-law No. 2017-069 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular Meeting held on **May 2, 2017** be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2017-200

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

Be it resolved that By-law No. 2017-069 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**Carried**

**21. Adjournment**

Resolution No. 2017-201

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that City Council adjourns at 8:09 p.m.

**Carried**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



The Honorable Mayor and City Council  
City of Temiskaming Shores  
325 Farr Drive

August 19, 2024

**RE: Request for Permission to Conduct Door-Knocking Campaign**

Dear Mayor and Esteemed Members of the City Council,

I am writing on behalf of Eastlink, a trusted provider of Telecommunication Services in the local community. We respectfully request permission to conduct a door-knocking campaign within the City of Temiskaming Shore from October 2 to 13<sup>th</sup>, 2024.

Eastlink prioritizes the safety and security of residents in all our endeavors. We understand the importance of responsible door-knocking practices and would like to highlight the following measures we implement to ensure resident well-being:

**Thorough Background Checks:** All our representatives undergo comprehensive background checks conducted by accredited vendors, ensuring their professional suitability and trustworthiness.

**Strict Data Protection:** We never collect credit card information or conduct on-the-spot payments. Orders are processed solely through Eastlink's secure internal call center, Advantage, with no credit checks performed without the customer's explicit verbal consent.

**Proven Track Record:** We have a successful history of conducting door-knocking campaigns in numerous cities, including Sudbury, Timmins, and others, without any reported issues. We are confident in our ability to replicate this success in your community while adhering to the highest ethical standards.

We believe our campaign will offer valuable benefits to the residents of City of Temiskaming Shores. There many residents today who don't have access to High Speed Internet services today.

Our goal is to inform residents about the availability of our services, potentially enhancing access to education/career opportunities and solutions that can improve their lives.

6080 Young Street 8<sup>th</sup> Floor Halifax, Nova Scotia B3K 5L2

[eastlink.ca](http://eastlink.ca)



Our presence can foster healthy competition within the marketplace, potentially leading to positive impacts on service costs and quality for residents.

As evidenced by our listing on the Temiskaming Chamber of Commerce website, we are a recognized and respected service provider, committed to ethical business practices and community engagement.

We are confident that our door-knocking campaign will be conducted with the utmost professionalism and responsibility, respecting the privacy and safety of your residents. We are prepared to address any specific concerns you may have and are committed to collaborating with the city council to ensure a smooth and successful campaign.

Thank you for your time and consideration. We look forward to your positive response and the opportunity to serve the residents of City of Temiskaming Shores.

Sincerely,

Louigi Salvati

Director of Sales and Marketing

Eastlink



# Memo

**To:** Mayor and Council  
**From:** Stephanie Leveille, Treasurer  
**Date:** September 3, 2024  
**Subject:** 100 Women Who Care – Funding Sponsorship Request  
**Attachments:** N/A

---

Mayor and Council:

From time-to-time, community funding organizations request sponsorship from the City for the purpose of flowing through charitable donations and providing tax receipts. The City recognizes the positive social-economic impact of these organizations on the residents of the City of Temiskaming Shores.

The City has received and approved a request from 100 Women Who Care to act as a sponsor for the preparation of tax receipts, and the flow through of funds to the Haileybury Legion Branch 54. The legion is a not-for-profit organization whose mission is to serve Veterans, to promote Remembrance and serve our communities. This charitable donation will assist with the replacement of the upper hall floor. It will be safer and a greater place for everyone in our community to enjoy.

As per the municipal Charitable Sponsorship Policy, staff has assessed the request and recommends that:

Council for the City of Temiskaming Shores confirms the sponsorship request from 100 Women Who Care to the Temiskaming Shores and Haileybury Legion Branch 54 in the amount of \$14,050 for the replacement of the upper hall floor.

Prepared by:

Reviewed by:

“Original signed by”

“Original signed by”

Stephanie Leveille  
Treasurer

Shelly Zubycck  
Director of Corporate  
Services

## Memo

**To:** Mayor and Council

**From:** Stephanie Leveille, Treasurer and Steve Burnett, Manager of Environmental Services

**Date:** September 3, 2024

**Subject:** Update to Disposal of Surplus and Obsolete Assets Policy

**Attachments:** Appendix 01 - By-law No. 2012-157, as amended Disposal of Surplus and Obsolete Assets Policy (Office Consolidated Version, incorporating proposed amendments)  
Appendix 02 - Draft Amending By-law

---

Dear Mayor and Council,

In light of the upcoming transition of blue box material collection, and the recent announcement of the successful bidder of the Request for Proposal, staff will be preparing to enter into negotiations for the sale of recycling collection carts. The direct sale of the carts to the successful bidder is important to ensure a smooth transition to full producer responsibility on January 1, 2025.

Staff reviewed the Disposal of Surplus and Obsolete Assets Policy and identified that a direct sale option was not outlined within the existing Disposal of Surplus and Obsolete Assets Policy (By-law No. 2012-157, as amended). As such, staff are recommending an amendment to the Policy for the inclusion of a clause, to allow the direct sale in special circumstances as outlined below, and incorporated within the Office Consolidated version of By-law No. 2012-157 for reference purposes:

*“6. Shall there be a special circumstance where following the steps outlined above could result in a significant disruption of services to the municipality or the residents, a written request shall be provided to the applicable approver based on the thresholds outlined in section 3.2.1 for approval to proceed with a negotiated sale or an alternative method.”*

In addition to the proposed amendment, Staff are recommending administrative changes within the policy, such as consolidating items under Section 3.2, titled Declaring Assets Surplus, specifically item 3.2.1, into a chart format for ease of the reader, and adding language to identify departments and positions for clarity.

Prepared by:

Prepared by:

Reviewed by:

“Original signed by”

“Original signed by”

“Original signed by”

Stephanie Leveille  
Treasurer

Steve Burnett  
Manager of  
Environmental Services

Shelly Zubyck  
Director of Corporate  
Services



The Corporation of the City of Temiskaming Shores

***Office Consolidated***

***Disposal of Surplus Assets Policy***

**By-law No. 2012-157**

**Being a by-law for the adoption of a Disposal of Surplus and  
Obsolete Assets Policy**

**By-laws amending Original Municipal By-law No. 2012-157:**

By-law No. 2015-153

July 7, 2015

[By-law No. 2024-000](#)

[September 17, 2024](#)

**Note:**

This office consolidation has been prepared to assist the reader in understanding the amendments to By-law No. 2012-157.

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

**By-law No. 2012-157**

**Being a by-law for the adoption of a Disposal of Surplus and  
Obsolete Assets Policy**

**Whereas** Section 10(2)4 of the Municipal Act, S.O. 2001, c.25, as amended, provides that a single-tier municipality may pass by-laws respecting the Public Assets of the municipality acquired for the purpose of exercising its authority under this or any other Act;

**And whereas** Section 270(1)5 of the Municipal Act, S.O. 2001, C.25, as amended provides that a municipality shall adopt and maintain policies with respect to the manner in which the municipality will try to ensure that it is accountable to the public for its actions, and the manner in which the municipality will try to ensure that its actions are transparent to the public;

**And whereas** Section 270(1)6 of the Municipal Act, S.O. 2001, C.25, as amended, provides that a municipality shall adopt and maintain policies with respect to the delegation of its powers and duties;

**And whereas** Council deems it desirable to have a policy that deals with the disposal of municipal assets as procured under the City’s purchasing policy;

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

1. That Council for the City of Temiskaming Shores adopts a Disposal of Surplus and Obsolete Assets Policy identified as Schedule “A”, hereto attached and forming part of this by-law.
2. That this By-law shall come into force and take effect on the date of its final passing.
3. That By-law 2009-012 being a by-law to adopt purchasing policies and procedures for the City of Temiskaming Shores be amended to delete Section 4.12, Disposal of Surplus Goods.
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the By-law and schedule, after the passage of this By-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time and finally passed**, this 6<sup>th</sup> day of November, 2012.

\_\_\_\_\_

MAYOR

\_\_\_\_\_

CLERK

## **Index**

- 1. Policy**
- 2. Purpose**
- 3. Administration**
  - 3.1 Definitions**
  - 3.2 Declaring Assets Surplus**
  - 3.3 Disposal**
  - 3.4 Donation or Sale of Assets**
  - 3.5 Disposal of Fleet Vehicles or Equipment**
  - 3.6 Electronic Equipment**
  - 3.7 Disposal of Hazardous Waste Material**
  - 3.8 Disposal of Recycled Material**
  - 3.9 Adherence to Policy**

## 1. Policy

The City of Temiskaming Shores will dispose of assets that have been declared surplus and obsolete in a responsible and ethical manner.

## 2. Purpose

The purpose of this Policy is to provide for the disposal of surplus and obsolete assets as guided by the following principles:

- 2.1 Disposal of surplus or obsolete assets owned by the City of Temiskaming Shores will be disposed of in a manner that:
  - Maximizes public benefits and is in the public interest
  - Is fair, equitable and uniform in manner
  - Minimizes the impact on the environment
  - Provides equal opportunity and equal access to purchase surplus assets
- 2.2 No disposition of such asset(s) shall be made to employees, elected officials, or their family members unless such asset(s) are sold through external advertisement, formal request, auction or public sale and no conflict of interest exists.

## 3. Administration

### 3.1 Definitions

- 3.1.1 **Asset** means any equipment, material, part, facility or real estate owned by the City of Temiskaming Shores.
- 3.1.2 **Real Estate** means land including all structures on it that cannot be moved and any attached rights.
- 3.1.3 **Facility** means a permanent or temporary structure enclosed within exterior walls and a roof and including all attached apparatus, equipment and fixtures that cannot be removed without cutting into ceiling, floors or walls.
- 3.1.4 **Surplus materials and equipment** means material, equipment or parts, including capitalized equipment, which are in excess of normal operating or repair requirements.
- 3.1.5 **Obsolete materials and equipment** means material, equipment or parts which are no longer usable in the service for which they were purchased and which cannot be utilized safely or economically for any other purpose.



- 3.1.6 **Departmental specific materials and equipment** means materials, equipment or parts that are deemed to be surplus that are unique within a department and that cannot be utilized within any other department.
- 3.1.7 **Electronic and electrical equipment** means any equipment with a plug, battery or that uses electricity to perform its intended function.
- 3.1.8 **Hazardous Wastes** as defined in Section 1(1) of Ontario Regulation 347 R.R.O. 1990 as amended.
- 3.1.9 **Reserve price** means the lowest acceptable price as determined by the director/manager of the initiating department, the City Manager and the Treasurer.

### 3.2 Declaring Assets Surplus

~~3.2.1 The City Manager and/or director may declare an a~~Assets may be declared surplus or obsolete if: according to the asset type, thresholds and approvers set in the table below:

<u>Asset Type</u>	<u>Value</u>	<u>Approver</u>
<u>Asset to be donated or sold to local area municipalities, agencies, non-profit organizations and to registered charities</u>	<u>\$0 - \$10,000</u> <u>&gt;\$10,000</u>	<u>City Manager and/or Director</u> <u>Council</u>
<u>Materials, equipment, furnishings and vehicles not used in a trade-in</u>	<u>\$0 - \$40,000</u> <u>&gt;\$40,000</u>	<u>City Manager and/or Director</u> <u>Council</u>
<u>Real Estate or Facility</u>	<u>All</u>	<u>Council</u>
<u>Trade-in as part of acquisition of similar items, based on fair market value</u>	<u>\$0 - \$75,000</u> <u>&gt;\$75,000</u>	<u>City Manager and/or Director</u> <u>Council</u>

- ~~➤ The asset is any item including materials, equipment, furnishings and vehicles owned by the Corporation which in his/her opinion is surplus to a specific department; or~~
- ~~➤ The item is being used as a trade-in as part of the acquisition of other similar items required by the Corporation and whose fair market value does not exceed \$75,000.~~

~~3.2.1 Council approval must be obtained to declare the following types of asset(s) surplus and for the method of disposal:~~

- ~~➤ Real estate or a facility~~
- ~~➤ An individual item with a value greater than \$40,000 that is not used in a trade-in~~
- ~~➤ An asset used in a trade-in as part of the acquisition of other similar items required by the Corporation whose fair market value is greater than \$75,000~~
- ~~➤ An asset with a value great than \$10,000 that is to be donated to local or sold to local Area Municipalities, agencies, non-profit organizations and to registered charities.~~

3.2.2 Assets that may be surplus to a specific department but can be transferred and used by another department within the Corporation are not considered surplus to the Corporation’s needs and no formal surplus declaration is necessary.

3.2.3 All departments shall notify the Treasurer when items are transferred to other corporate departments, become obsolete or surplus to their requirements in writing on such form as prescribed by the Treasurer.

### 3.3 Disposal

#### 3.3.1 General Provisions

- i) Before considering the disposal of surplus or obsolete assets, the principles of environmentally sound management favour reuse whenever possible. Reuse extends the useful life of an asset, maximizing its overall value and delays the consumption of raw materials and energy to produce new assets. The Treasurer shall be responsible for ascertaining if the items can be of use to another department rather than being disposed of.
- ii) The method of disposal of surplus and obsolete assets shall be determined on a case by case basis, the City Manager in conjunction with the Treasurer, shall have the authority to sell, exchange or otherwise dispose of assets declared as surplus to the needs of the Corporation, where it is cost effective and in the best interest of the Corporation.
- iii) Generally, the disposal of surplus or obsolete assets should follow the steps outlined below. In order of preference, such assets should be:
  1. Transferred to other corporate department(s).
  2. Traded in as part of the acquisition of other similar items required by the Corporation where it is determined that it is in the best interest of the Corporation over other disposal options.
  3. Donated or offered for sale according to the following:
    - a. Local Area Municipalities and agencies

- b. Non-profit organizations/charitable organizations
  - c. General Public
  - 4. Recycled.
  - 5. In the event that all efforts to dispose of assets by sale or donation are unsuccessful, these items may be scrapped Scrapped or destroyed if recycling is unavailable and all other efforts outlined above are unsuccessful.
  - 6. Shall there be a special circumstance where following the steps outlined above could result in a significant disruption of services to the municipality or the residents, a written request shall be provided to the applicable approver based on the thresholds outlined in section 3.2.1 for approval to proceed with a negotiated sale or an alternative method.
- iv) Disposals through transfers, donations or sale will be made on an “**as is**” condition with no implied warranties or guarantees.

### **3.4 Donation or Sale of Assets**

- 3.4.1 Sale of ~~Assets~~ assets shall be done, where appropriate, by advertised tender, request for quotation, public auction or on-line auction.
- 3.4.2 Where it is deemed appropriate, the Treasurer in consultation with the City Manager and applicable ~~d~~Director/~~m~~Manager may set a reserve price for an asset that is to be sold.
- 3.4.3 Regardless of the advertising method utilized, adequate notice must be given to the public to ensure that the principles outlined in this policy can be reasonably achieved. Notice can be in the form of Council notice/agendas, advertisements in local or regional media or on-line.
- 3.4.4 The period between the notice and the disposal of the asset must be a minimum of fourteen (14) days. Notices on the City’s website will be for a minimum of seven (7) days.

### **3.5 Disposal of Fleet Vehicles and Equipment**

Assets within this category will be disposed of by way of trade-in when purchasing new equipment unless determined to be not in the best interest of the Corporation by the City Manager and Treasurer.

### **3.6 Electronic Equipment**

- 3.6.1 Electronic and electrical equipment that is deemed surplus by the Corporate Services department and that is still functional may be useful in other settings or applications.

- 3.6.2 Computerized and electronic equipment containing digital storage constitutes a significant risk when disposed of in terms of software license violation and disclosure of confidential information.
- 3.6.3 Prior to disposal or transfer of computerized or electronic equipment, all data stored in memory on the equipment must be removed along with any licensed applications by the City’s IT provider. Corporate Services will maintain internal controls to ensure that this has been documented, that the licenses have been retrieved and that the equipment is approved for disposal.
- 3.6.4 Material deemed to be at end-of-life is to be converted to waste in an environmentally sound manner. There are two valid options for this:
- Qualifying electronic and electrical equipment can be sent to a certified e-waste recycling program, or
  - Electronic equipment administered by Corporate Services will be sent to a designated recycler contracted by the City.

### **3.7 Disposal of Hazardous Waste Material**

Any product containing hazardous material will be disposed of through a certified program as identified and approved by the ~~Director of Public Works~~applicable department head.

### **3.8 Disposal of Recycled Material**

Where recycled material is available for disposal, the Treasurer will dispose of it through the City’s existing diversion programs as administered by the Public Works Department.

### **3.9 Adherence to Policy**

- 3.9.1 Whereas all assets, including material, equipment, parts, vehicles, facilities, etc. purchased by the City are the property of the City of Temiskaming Shores; therefore proper disposal of said assets is mandatory to ensure that the City remains open, transparent and accountable to the residents and tax payers of the City.
- 3.9.2 Failure to comply with this policy regarding the disposal of any surplus or obsolete assets is subject to disciplinary action under the City’s Disciplinary Policy.

## The Corporation of The City of Temiskaming Shores

### By-law No. 2024-000

#### Being a by-law to amend By-law No. 2012-157, being a by-law for the adoption of a Disposal of Surplus and Obsolete Assets Policy

**Whereas** Section 10(2)4 of the of the Municipal Act, S.O. 2001, c.25, as amended, provides that a single-tier municipal may pass by-laws respecting the Public Assets of the municipality acquired for the purposes of exercising its authority under this or any Act; and

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

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

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

**Whereas** the Council of The Corporation of the City of Temiskaming Shores adopted By-law No. 2012-157 for the adoption of a Disposal of Surplus and Obsolete Assets Policy on November 6, 2012; and

**Whereas** Council considered Administrative Report CS-026-2015 at the July 7, 2015 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2012-157 for consideration at the July 7, 2015 Regular Council meeting (adopted through By-law No. 2015-157); and

**Whereas** Council considered Memo No. 029-2024-CS at the September 3, 2024 Committee of the Whole Council Meeting, and directed staff to prepare the necessary by-law to amend By-law No. 2012-157, as amended (Disposal of Surplus and Obsolete Assets Policy), to include a provision for the direct sale of assets in special circumstances, and for administrative changes for clarification purposes, for consideration at the September 17, 2024 Regular Council meeting.

**Now therefore be it resolved that** the Council of the Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That Council hereby amends Schedule "A" to By-law No. 2012-157, as amended by deleting Section 3.2 Declaring Assets Surplus in its entirety and replacing it with the following:

### 3.2 *Declaring Assets Surplus:*

3.2.1 Assets may be declared surplus or obsolete according to the asset type, thresholds and approvers set in the table below:

<b>Asset Type</b>	<b>Value</b>	<b>Approver</b>
Asset to be donated or sold to local area municipalities, agencies, non-profit organizations and to registered charities	\$0 - \$10,000 >\$10,000	City Manager and/or Director Council
Materials, equipment, furnishings and vehicles not used in a trade-in	\$0 - \$40,000 >\$40,000	City Manager and/or Director Council
Real Estate or Facility	All	Council
Trade-in as part of acquisition of similar items, based on fair market value	\$0 - \$75,000 >\$75,000	City Manager and/or Director Council

3.2.2 Assets that may be surplus to a specific department but can be transferred and used by another department within the Corporation are not considered surplus to the Corporation's needs and no formal surplus declaration is necessary.

3.2.3 All departments shall notify the Treasurer when items are transferred to other corporate departments, become obsolete or surplus to their requirements in writing on such form as prescribed by the Treasurer.

2. That Council hereby amends Schedule "A" to By-law No. 2012-157 by deleting Section 3.3.1, item 5 in its entirety and replacing it with the following:

5. Scrapped or destroyed if recycling is unavailable and all other efforts outlined above are unsuccessful.

3. That Council hereby amends Schedule "A" to By-law No. 2012-157 by adding item no. 6 to Section 3.3.1, with the following:

6. Shall there be a special circumstance where following the steps outlined above could result in a significant disruption of services to the municipality or the residents, a written request shall be provided to the applicable approver based on the thresholds outlined in section 3.2.1 for approval to proceed with a negotiated sale or an alternative method.

4. That Council hereby amends Schedule "A" to By-law No. 2012-157 by replacing the *Director of Public Works* to *applicable department head* under Section 3.7 titled Disposal of Hazardous Waste Material.

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 as may be deemed necessary after the passage of this By-law, where such modification or corrections do not alter the intent of the By-law.

**Read a first, second and third time and finally passed** this 17<sup>th</sup> day of September, 2024.

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Mayor

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Clerk

DRAFT

# Memo

**To:** Mayor and Council  
**From:** Gabriel Tasse, Building Inspector/By-law Enforcement Officer  
**Date:** September 3, 2024  
**Subject:** Proposed Amendment to Vehicle for Hire By-law  
**Attachments:** Draft By-law Amendment to Vehicle for Hire By-law No. 2024-097

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Mayor and Council:

On August 13, 2024, Council passed By-law 2024-097 relating to vehicles for hire. Since that time staff has received questions regarding vehicles operating for the purpose of transporting citizens from our community outside of City limits, as well as from outside our community into City limits.

Previously, By-Law 2010-102 stated that the provisions of the By-Law apply to Taxicabs where the initial pickup point is within City boundaries. By-law 2010-102 also stated as an exemption, that if both the criteria in section 1.3. a) and b) are met the By-Law is void, i.e., being the conveyance is to transport persons with physical, emotional or mental disabilities from any point in the municipality to any point outside the municipality, and/or the conveyance is made pursuant to a written contract for the use of a taxicab which can legally operate in the municipality in which the conveyance begins or ends.

Staff are proposing the following addition of item 2.3 and 2.4 to Schedule “A” Section 2 “SCOPE AND INTERPRETATION”:

- 2.3 The provisions of this By-law shall apply to:
- a) all Vehicle for Hire establishments based within the geographic boundaries of the City; and
  - b) all Vehicles for Hire operated within the geographic boundaries of the City, where the initial pickup for services originates within the geographic boundaries of the City.
- 2.4 Notwithstanding Section 2.3, this By-law is void to the extent that it restricts, limits or prevents owners and drivers of Vehicle for Hire from engaging in conveyance that meet both of the following criteria:
- a) The purpose of the conveyance is to transport persons with physical, emotional or mental disabilities from any point in the Municipality to any point outside the municipality; and



- b) The conveyance is made pursuant to a written contract for the use of a Vehicle for Hire which can legally operate in the Municipality in which the conveyance begins or ends. 2006, c. 32, Sched. A, s. 156, as amended.

In addition, the Ministry of the Attorney General (MAG) has reviewed the set fine schedule following adoption of the Vehicle For Hire By-law (No. 2024-097). MAG staff indicated Item No. 32 on the Set Fine Schedule (i.e. Taxicab & Limousine Owners - operation of a Motor Vehicle without a Licence Number displayed), was not reference in the corresponding Section of the By-law. As such, Staff are recommending the following amendment to Appendix 2 of Schedule A to By-law No. 2024-097, item 3.4 (d) to read as follows:

No Owner licenced under this By-law, shall:

- d) operate a Vehicle for Hire or permit the operation of a Motor Vehicle of which they are the Owner as a Vehicle for Hire without a Licence Number **displayed in the location requested by the Licensing Officer**, for that Motor Vehicle having been issued under this By-law.

Prepared by:

Reviewed by:

“Original signed by”

“Original signed by”

Gabriel Tasse  
Building Inspector/By-  
law Officer

Shelly Zubyck  
Director of Corporate  
Services

## The Corporation of The City of Temiskaming Shores

### By-law No. 2024-000

#### Being a by-law to amend By-law No. 2024-097 to Regulate and Licence Vehicles for Hire

**Whereas** Section 10(2)4 of the of the Municipal Act, S.O. 2001, c.25, as amended, provides that a single-tier municipal may pass by-laws respecting the Public Assets of the municipality acquired for the purposes of exercising its authority under this or any Act; and

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

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

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

**Whereas** the Council of The Corporation of the City of Temiskaming Shores adopted By-law No. 2024-097 for the adoption of a Vehicle for Hire By-law on August 13, 2024; and

**Whereas** Council considered Administrative Report CS-026-2015 at the July 7, 2015 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2012-157 for consideration at the July 7, 2015 Regular Council meeting (adopted through By-law No. 2015-157); and

**Whereas** Council considered Memo No. 030-2024-CS at the September 3, 2024 Committee of the Whole Council Meeting, and directed staff to prepare the necessary by-law to amend By-law No. 2024-097, (Vehicle for Hire), to include a provision for vehicles operating for the purpose of transporting residents inside and outside of City limits, as well as to include clarification related to displaying a License Number on a Motor Vehicle, for consideration at the September 17, 2024 Regular Council meeting.

**Now therefore be it resolved that** the Council of the Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That Council hereby amends Schedule "A" to By-law No. 2024-097, Section 2 titled SCOPE AND INTERPRETATION, by adding Subsection 2.3, with the following:

2.3 The provisions of this By-law shall apply to:

- a) all Vehicle for Hire establishments based within the geographic boundaries of the City; and

b) all Vehicles for Hire operated within the geographic boundaries of the City, where the initial pickup for services originates within the geographic boundaries of the City.

2. That Council hereby amends Schedule “A” to By-law No. 2024-097, Section 2 titled SCOPE AND INTERPRETATION, by adding Subsection 2.4, with the following:

2.4 Notwithstanding Section 2.3, this By-law is void to the extent that it restricts, limits or prevents owners and drivers of Vehicle for Hire from engaging in conveyance that meet both of the following criteria:

- a) The purpose of the conveyance is to transport persons with physical, emotional or mental disabilities from any point in the Municipality to any point outside the municipality; and
- b) The conveyance is made pursuant to a written contract for the use of a Vehicle for Hire which can legally operate in the Municipality in which the conveyance begins or ends. 2006, c. 32, Sched. A, s. 156, as amended.

3. That Council hereby amends Appendix “2” Titled TAXICAB AND LIMOUSINE OWNER LICENCE REQUIREMENTS of Schedule “A” to By-law No. 2024-097, by deleting Section 3.4 (d), in its entirety and replacing it with the following:

d) operate a Vehicle for Hire or permit the operation of a Motor Vehicle of which they are the Owner as a Vehicle for Hire without a Licence Number displayed in the location requested by the Licensing Officer, for that Motor Vehicle having been issued under this By-law.

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 as may be deemed necessary after the passage of this By-law, where such modification or corrections do not alter the intent of the By-law.

**Read a first, second and third time and finally passed** this 17<sup>th</sup> day of September, 2024.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

DRAFT

# Memo

**To:** Mayor and Council  
**From:** Stephanie Leveille, Treasurer  
**Date:** September 3, 2024  
**Subject:** Ontario Infrastructure and Lands Corporation (OILC) Debenture Loans  
**Attachments:** N/A

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Mayor and Council:

On May 18, 2021, May 17, 2022 and April 18, 2023 Council adopted By-law No. 2021-082, By-law No. 2022-088 and By-law No. 2023-043 respectively, for the City's annual Municipal Budgets. The budgets included the New Liskeard Landfill Site, Grant Drive Extension, New Fire Station – Haileybury, Albert Street Reconstruction and ICI Water Meter projects which anticipated the use of long-term borrowing as a funding source. These capital projects were completed over multiple years as outlined in the approved budgets noted above.

Additionally, By-Law No. 2022-074 was adopted on April 19, 2022 for the purchase of two snow blower attachments, also to be funded through long-term borrowing.

In February 2024, By-Law No. 2024-017 provided authorization to the Treasurer proceed with the application to OILC for the long-term financing of Capital Works through the issuance of debentures. In March 2024, debenture loans were executed for the Snow Blower Attachments, as well as the New Liskeard Landfill Site and ICI Water Meter projects.

At this time, the Treasurer is seeking authorization to execute the outstanding debenture loans as approved in their respective budgets, with associated By-laws to be forthcoming at a future Regular Meeting of Council and respectfully requests that Council consider the following resolution:

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 031-2024-CS;

That Council directs the Treasurer to proceed with executing the outstanding debenture loans included in OILC Financing Agreement No. 1889 for Capital Works as approved in By-law No. 2024-017; and

That Council directs the Treasurer to proceed with applicable by-laws as per the OILC program being a funding agreement and debenture(s) as required for approved capital works.

Prepared by:

*“Original signed by”*

Stephanie Leveille  
Treasurer

Reviewed by:

*“Original signed by”*

Shelly Zubyck  
Director of Corporate  
Services

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**Subject:** Northern Ontario Mining Showcase - 2025      **Report No.:** CS-031-2024

**Agenda Date:** September 3, 2024

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### **Attachments**

- Appendix 01:** Northern Ontario Mining Showcase Final Report PDAC 2024  
**Appendix 02:** Fed Nor Contribution Agreement Project Number 852-515369  
**Appendix 03:** Draft By-Law

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-031-2024; and
2. That Council directs staff to prepare the necessary By-law to enter into a funding agreement with the Federal Economic Development Agency for Northern Ontario for the City to lead the Northern Ontario Mining Showcase (NOMS) at the 2025 Prospectors and Developers Association of Canada (PDAC) Convention, held in Toronto from March 2 – 5, 2025, and the Canadian Institute of Mining, Metallurgy & Petroleum (CIM) Convention, held in Montreal from May 4 – 7, 2025, in the amount of \$1,324,500 for consideration at the September 17, 2024 Regular Council meeting; and
3. Further that Council further agrees to continue the partnership with MineConnect for the provision of event coordination services for the NOMS pavilion at the MINExpo 2024, 2025 and 2026 events, in accordance with the same terms and conditions outlined in By-law No. 2023-096 (agreement with MineConnect for event management services for the Northern Ontario Mining Showcase).

### **Background**

The City has led the Northern Ontario Mining Showcase at the Prospectors and Developers Association of Canada (PDAC) conference and trade show for the past 10 years. The Showcase has grown over the years from 55 exhibitors in 2014 to 112 in 2024. Exhibitors are Northern Ontario mining supply companies and not for profit support services to the mining supply industry.

The Canadian Institute of Mining, Metallurgy & Petroleum (CIM) events run one year in Montreal, then the next in Vancouver and then back to Montreal. In 2025, the event is to

be held in Montreal. Generally, approximately 45 to 50 companies participate at the event when it is held in Montreal, versus 25 to 30 who attend when the convention is held in Vancouver.

The Northern Ontario Mining Showcase events in 2024 were once again successful. So successful in fact, that FedNor supported the pavilion at the MINExpo event in Las Vegas to further showcase the businesses from the region. The Showcase continues to grow and assist businesses across the North and the City is recognized as being the lead partner behind the project. In 2025, the event will have reached its 11<sup>th</sup> anniversary and is continuing to be a strong supporter of the mining supply and service industry for the region.

### **Analysis**

The final report for the 2023 NOMS Showcase is attached as Appendix 1 which has all the statistics from the event.

Due to our ongoing partnership with FedNor, they have agreed to support pavilions at both events under one application, i.e. the Northern Ontario Mining Showcase at PDAC and CIM 2025. As such, it is recommended the City enter into a formal funding agreement with FedNor to accept the \$1,324,500 in funding required to provide the NOMS pavilions at the two events.

Two Request for Proposals were released in 2023 for event coordination services for the NOMS at PDAC and CIM conferences for 2024, 2025 and 2026. Only one proposal was received by the closing date of the process, however it was a combined proposal between MineConnect and Markey Consulting. At the August 8, 2023 meeting, Council agreed to enter into an agreement with MineConnect for the provision of Event Coordination services:

1. By-law No. 2023-095 - event coordination services of the Northern Ontario Mining Showcase at PDAC 2024, 2025 and 2026 at a rate of \$675 per exhibitor plus taxes pending annual funding approval from FedNor
2. By-law No. 2023-096 - event coordination services of the Northern Ontario Mining Showcase at CIM 2024, 2025 and 2026 at a rate of \$450 per exhibitor plus taxes pending annual funding approval from FedNor

The combined services between MineConnect and Markey Consulting is a beneficial partnership as Marla can provide continuation of service while MineConnect is the mining supply and service association for Northern Ontario and will provide some great marketing opportunities.



To maintain consistent coordination with scheduling and planning between the three events through to 2026, and to provide a level of comfort for the participating businesses, MineConnect has extended event coordination services for the NOMS pavilion at the MINExpo event, under the same terms and conditions of the existing agreement, under By-law No. 2023-096.

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

- 2025 Corporate Services Budget

**Consultation / Communication**

**Financial / Staffing Implications**

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

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

The City's financial contribution to the event will remain the same in 2025 at \$2,000. There was a shortfall in the 2024 budget, however the program has built a small reserve over the years, therefore the shortfall was covered by using some of the reserve account.

In 2024, 3 City staff attended the event to support the Showcase. It is recommended that that this level of staff support be maintained at the 2025 event.

It is further recommended that each member of Council have the opportunity to travel to the event during the term of Council to support the City's presence and to have a better understanding of the project. This recommendation will be considered in the 2025 annual operating budget and Councillors should consider including this event as one of your approved travel expenditures for next year.

**Alternatives**

No alternatives were considered.

**Submission**

Prepared by:

Reviewed by:

*“Original signed by”*

*“Original signed by”*

James Franks  
Economic  
Development Officer

Shelly Zubyck  
Director of Corporate  
Services

# NORTHERN ONTARIO MINING SHOWCASE

# SALON MINIER DU NORD DE L'ONTARIO



## PROJECT REPORT 2024

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# 1.0 EXECUTIVE SUMMARY

## 1.1 EXECUTIVE SUMMARY

*The tenth annual Northern Ontario Mining Showcase (NOMS) was held from Sunday March 3rd through Wednesday March 6th, 2024 as part of the Prospectors and Developers Association of Canada's (PDAC) 2024 convention. With \$781,500 in funding support from FedNor and individual exhibitor contributions from participating companies in the amount of \$500 each, the pavilion project was coordinated by the City of Temiskaming Shores. The showcase provides a unique opportunity for Northern Ontario Mining Supply and Service companies to promote their products and services to an international audience.*



With the support of FedNor, the presence of Northern Ontario businesses and organizations has grown significantly. Starting with 55 exhibitors in 2015, the Northern Ontario Mining Showcase pavilion saw an impressive surge to 110 exhibitors in both 2019 and 2020. Followed by a virtual event featuring 65 participants in 2021 and even more substantial turnout of **112** in both 2023 and 2024.

## 1.2 QUICK FACTS

<b>Event Name</b>	<b>2024 Northern Ontario Mining Showcase</b>		
<b>Date</b>	March 3 – 6, 2024		
<b>Location</b>	Metro Toronto Convention Centre		
<b>Pavilion Footprint</b>	13,200 sq. ft.		
<b>Total # of PDAC Attendees</b>	26,926		
<b>Summary of Annual Growth</b>	YEAR	SQ. FT.	# OF EXHIBITORS
	2015	5,800	55
	2016	7,600	72
	2017	9,600	90
	2018	9,600	100
	2019	13,200	110
	2020	13,200	110
	2021	virtual	65
	2022	13,200	102
	2023	13,200	112
2024	13,200	112	
<b>Profile of NOMS 2024 Exhibitors</b>	TOTAL # of NOMS Exhibitors- 112		
	New exhibitors – 22		
	Returning exhibitors - 90		
	Indigenous (Operated / Focused) – 18		
	Women (Operated / Focused) – 13		
	Under 30 – 2		
	Hiring - 67		
	Private Sector - 99		
	Not for Profit / Gov – 13		
	Incorporated – 80		
Sole Proprietorship – 17			
Limited Partnership – 15			
Incorporated after Jan 2020 – 9			
<b>Geographic Breakdown of NOMS 2024 Exhibitors</b>	North East – 92		
	North West – 18		
	Pan Northern – 2		

The overall goal of the project has been to provide support to Northern Ontario SMEs within the mining sector in leveraging new business through identifying potential partners, opportunities, and networks. The intent is to demonstrate firsthand that collectively Northern Ontario firms have the expertise, capacity, and infrastructure to service the requirements of various small and large-scale mining projects. It is also important for prospective clients to understand the compatibility, synergies, and “culture” between the manufacturing/supply sector of Northern Ontario and companies worldwide. This continues to enable businesses in the North to showcase their level of innovation and technology to the global marketplace thus resulting in an increased capacity to access new markets. In addition to providing exhibitors with an opportunity to promote their products and services to companies and jurisdictions from throughout the world, the Showcase also provides an ideal venue for partnership development between Northern firms.



## 2.0 ABOUT THE PROJECT

*The project is led by The City of Temiskaming Shores who work with FedNor staff to set the direction of the event and play a direct role in engaging Small and Medium Enterprises and organizations to participate as exhibitors. The City works with its network of partners throughout the north to promote the event prior to and on-site to attract people and companies to the showcase. A third-party manages logistics and helps promote the event to prospective exhibitors and attendees.*

### 2024 NOMS PROJECT TEAM

<b>Project Lead</b>	<ul style="list-style-type: none"> <li>James Franks, City of Temiskaming Shores</li> </ul>
<b>FedNor Lead</b>	<ul style="list-style-type: none"> <li>Guy Paquette, Initiatives Officer</li> </ul>
<b>On-site Support</b>	<ul style="list-style-type: none"> <li>Denise Hardy</li> <li>Brad Hearn</li> <li>Stephanie Leveillee</li> <li>Denise Deschamps</li> <li>Chantal Croft</li> <li>Heather Johnston</li> <li>Ron Begin</li> <li>Brent Rouble</li> <li>Candice Flannigan</li> <li>Ife Sonde</li> </ul>
<b>Event Communications</b>	<ul style="list-style-type: none"> <li>Esa Keltamaki – FedNor</li> <li>Barclay Babcock – FedNor</li> <li>Detail Media</li> <li>Casa di Media</li> </ul>
<b>Third Party Coordination</b>	<ul style="list-style-type: none"> <li>MineConnect, in partnership with Markey Consulting</li> </ul>



## 2.1 EXHIBITORS

Exhibitors consist of organizations and companies from Northern Ontario with the emphasis being placed on participation of the private sector. A list with a description, source community, and website address of participating exhibitors can be found in the NOMS directory (Appendices)

## 2.2 MARKETING AND PROMOTION

Various tools and tactics were utilized to promote the event to recruit participants and attract attendees such as direct contact and cold calls, e-mail blasts and posts on social media. Presentations and in-person solicitation/promotion were also undertaken at various industry events. The website [nothernontariomining.com](http://nothernontariomining.com) was also regularly updated with current information and utilized as a promotional tool providing easy 24/7 access to event information for participating exhibitors and interested parties.

In addition to marketing efforts, the coordinator, City, and FedNor staff utilized their networks to get the word out prior to and during PDAC. During the show itself, the event was promoted to PDAC attendees via direct contact, invitation distribution and social media. Participating exhibitors were provided with a media guide which included invitation templates as well as how-to videos and templates for social media. To promote participants, an event directory, in both English and French, with exhibitor and partner listings along with the speaker presentation schedule were given to all attendees as well as disseminated by FedNor to participating federal departments and provincial partners at PDAC. Video clips featuring exhibitors were created and deployed via social media during the event.



## 3.0 SUMMARY OF FINDINGS

### 3.1 MEASURE AND KEY PERFORMANCE INDICATORS

At the outset of the project, it was determined that the event would be deemed successful based on outcomes related to the following Key Performance Indicators (KPI).

Efforts are made to communicate with exhibitors at select intervals to evaluate this success factor. To participate in future events companies are obligated to share Return on Investment (ROI) data from previous participation as part of their application.

#### NUMBER AND TYPE OF PARTICIPANTS:

It has been reported that 26,926 people attended PDAC in 2024 (up by 3,107 from 2023). By all accounts, traffic within the pavilion, which was located in the North Hall of the was constant, and provided quality leads to exhibitors.

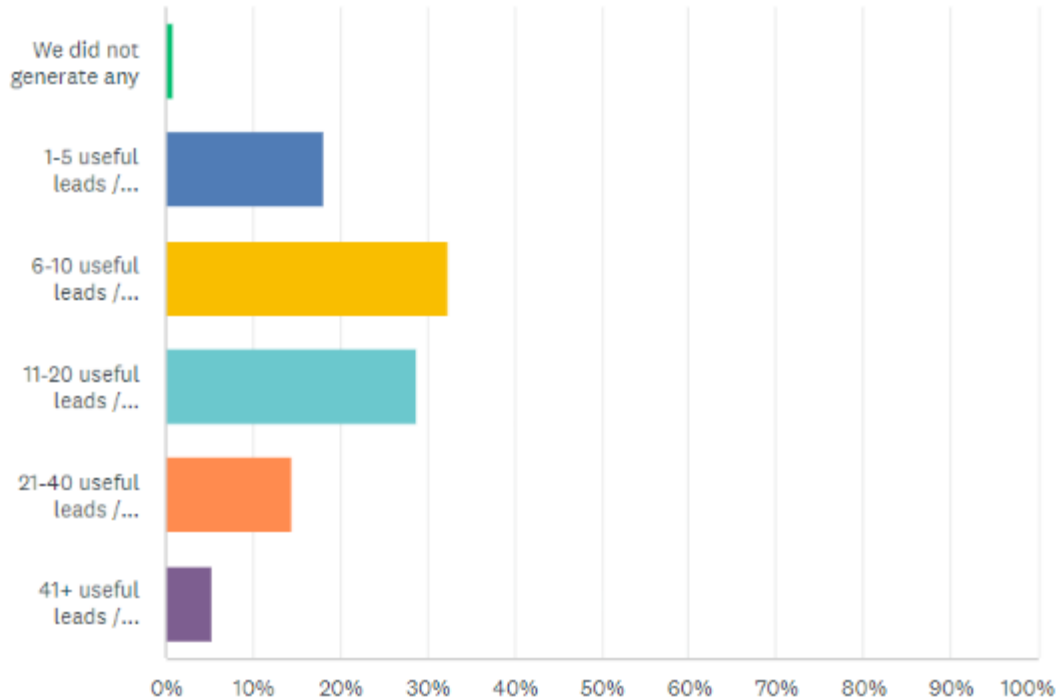
#### NUMBER OF BUSINESSES AND COMPANY REPS PARTICIPATING IN THE NOMS:

Our target number of exhibitors that participated in the showcase was set at a minimum of 100. The registration process was three-phased and included a base eligibility assessment, an application to exhibit once deemed eligible, and the actual registration once approved by the review committee. The breakdown of eligible, non-eligible, and approved applicants along with registrations and cancellations is as follows:

2024 NOMS PARTICIPANT BREAKDOWN	
<b>Total Applicants</b>	153
<b>Ineligible Applicants</b>	31
<b>Waitlist</b>	2
<b>Decided not to participate post application</b>	6
<b>Finalized Registrations</b>	112
<b>Cancelations</b>	2

## NUMBER OF LEADS GENERATED:

Per the survey results provided post-show, 98% of companies generated useful leads and contacts as a result of the 2024 event.



## ENHANCED KNOWLEDGE BASE AND SKILL LEVEL OF ECONOMIC DEVELOPMENT PROFESSIONALS AND SMALL AND MEDIUM ENTERPRISES (SME) WITH REGARD TO EXPORT AND TRADE.

Participating communities and organizations increased their knowledge of the type of products and services that are offered by the Northern Ontario Mining Supply and Services sector. Show support staff consisted of representatives from FedNor, the City of Temiskaming Shores, and other organizations from Northern Ontario. The event provided them with an excellent opportunity to increase their knowledge of the industry and strengthen relationships with businesses and organizations from their respective regions. This will improve their ability to promote the region and assist clients in their community with partnership development and the creation of alliances.

## ONGOING / LONG TERM

Long term outcomes have been measured since inception and will continue to be gauged on a regular basis. All 2024 participants will be surveyed again based on the following KPI when registering for 2025. Below is a summary of results generated by exhibitors participating in past NOMS events at PDAC.

YEAR	TOTAL VALUE OF SALES GENERATED	JOBS CREATED	NEW PARTNERSHIPS
2015	\$3,200,000	42	43
2016	\$47,000,000	66	133
2017	\$8,495,000	43	142
2018	\$30,600,000	179	158
2019	\$24,800,000	267	320
2020	\$12,799,000	93	200
2021	No sales from virtual event	26	29
2022	\$28,878,346	38	221
2023	\$40,854,506	205	362
<b>TOTAL</b>	<b>\$159,065,451</b>	<b>959</b>	<b>1,608</b>

### 3.2 PROJECT BENEFITS & OUTCOMES

Overall, the project has been deemed a success with partners and exhibitors indicating that their participation generated significant contacts and was of value to them. Listed below are the key benefits generated as a result of participating in the showcase:

- Networking with other showcase exhibitors to identify synergies with existing clients
- Networking with showcase visitors and attendees to generate leads and sales
- Networking with community partners to identify potential for partnership projects
- Networking with government representatives to build relationships and learn about programs available for expansion and innovation
- Listing in the PDAC Convention program (print and virtual)
- Relationship building with existing clients (exhibitors and attendees)
- Information and learning opportunities provided via speaker series
- Enhanced promotion and awareness generated through social media program

One of the methods utilized to measure the success of the initiative included a post-event survey, the results of which have been summarized in section 3.3 Success Factors. NB: the comments have been transcribed verbatim from the actual survey responses.



### 3.3 SUCCESS FACTORS

The project was deemed a success overall. Surveys were completed by NOMS exhibitors to deem the level of value placed on their respective participation in the Showcase. These surveys include questions regarding value of showcase, quantity of leads and sales generated, likelihood of participating in future programs, types of training required / sought; value of contacts made, potential for business opportunities generated, etc. The results are outlined below:

#### VALUE OF SHOWCASE TO PARTICIPANTS (SATISFACTION SURVEY RESULTS)

<b>How useful / valuable was this event to your business or organization?</b>	
<b>Extremely useful / valuable</b>	57.65%
<b>Very useful / valuable</b>	36.03%
<b>Moderately useful / valuable</b>	4.50%
<b>Slightly useful / valuable</b>	0.00%
<b>Not at all useful / valuable</b>	1.80%

<b>Approximately how many quality contacts and potential business leads did you generate as a result of this event?</b>	
<b>1-5 useful leads / contacts</b>	18.01%
<b>6-10 useful leads / contacts</b>	32.43%
<b>11-20 useful leads / contacts</b>	28.82%
<b>21-40 useful leads / contacts</b>	14.41%
<b>41+ useful leads / contacts</b>	5.40%
<b>We did not generate any</b>	0.90%

<b>Do you anticipate an increase in your export activities as a result of your participation in the 2024 Northern Ontario Mining Showcase?</b>	
<b>Yes</b>	58%
<b>No</b>	33%

**Which of the following supports and services were the MOST valuable to you for your participation as an exhibitor? (select all that apply)**

registration fee / cost	84.68%
pre-fabricated kiosk and graphics	88.30%
exhibitor manual; FAQ; website; and other communications	46.85%
access / use of boardroom for storage, coats, meetings	25.23%
exhibitor meet & greet (Public Pint House)	30.63%
Northern Ontario Night (Steam Whistle)	73.87%

**Do you feel that the NOMS speaker / presentation series is of benefit to you and your fellow exhibitors?**

Yes	81.08%
No	18.92%

**Are there any specific topics that you would recommend including as part of future Northern Ontario Mining Showcase Speaker Series?**

Clean Technology in the Mining and Drilling Industry

Procurement

Process Optimization

Sustainable energy speakers/new product presentations

Labour workforce recruitment/retention

Visible minority recruitment in Mining

Large company investment into northern communities, upcoming projects

Exploration plans and permitting in Ontario

More remote section technology

How mining companies can help support their communities. We often sell Fat Trucks to mining companies and we remind them that they can support when wildfires approach their communities and recently Fat Trucks responded to the Diaviuk mine air crash. The intent here is that mining companies need to genuinely support their communities.

Available grants

Trying to include a variety of service providers and companies speaking to services they require

Export success stories

**Are there any additional services or supports you would suggest be provided to exhibitors in the future? (items highlighted in yellow are things we already provide; those in blue are things we have no control over)**

**Travel or Hotel subsidy**

More opportunity to interact with our target audience (mines and indigenous community leaders)

Featuring different companies every year instead of the same ones every time

Internet

**Allow all badges to be allowed into the showcase area**

Partnerships and Procurement

Charge 750 and include wifi

More interactive spaces

Garbage cans closer, more space between the booth and those meeting rooms. Door was always open causing an obstacle

Coffee made available all day

More water and water stations

Providing hand sanitizer to the exhibitors

Grouping by geographic location and industry served for ease of customers/ mines finding specific suppliers. Example: consumables, equipment, services, consulting...

Professional A/v recording of presentations

Scheduled demonstrations of various companies

Extra chairs

More working meeting spaces

People that can man our booth while we are away, speakers series recorded and on a website, registration list of people that attend PDAC for follow up and also for introducing ourselves to via email and social media, social media of ALL booths and exhibitors for marketing, access to marketing for our social media.

More information about companies that have synergies

**Would your company be interested in exhibiting within a grouped pavilion at other events (e.g. CIM; Minexpo) ?**

**Yes** 57.65%

**No** 6.31%

**Maybe** 36.04%



## 3.3 KEY SUCCESS FACTORS

### OVERALL CONCEPT

Hosting a Northern Ontario mining exhibit as part of PDAC works very well. Having a captive audience provides a source of qualified attendees which ensures value for the exhibitors and partners. This also provides exhibitors and partners with an opportunity to visit the PDAC floor and attend client events thereby generating an additional benefit for their participation.

### TIMING (FUNDING/ANNOUNCEMENT/PLANNING)

Sourcing and securing funding support quickly is imperative to begin promotion and planning for the event. The City of Temiskaming Shores will be submitting a Phase 1 application for funding for 2025, including a budget that reflects the recommendations herein, in order to adhere to a timely schedule. Combining the NOMS at PDAC and CIM into a consolidated NOMS project would assist with scheduling and planning.

### COMMUNICATIONS

Communications were key to attracting positive attention. FedNor communication staff members were engaged in the planning process from the outset which resulted in additional media coverage and the inclusion of the NOMS on several tours and partner programs /schedules. The social media program, which included content in both official languages, was hugely successful and beneficial to exhibitors and the NOMS. The services of a professional digital marketing firm were contracted to capture and post images, video clips, exhibitor testimonials, presentations, panels, and special events. This content provided quality material for pre-onsite and post-event marketing efforts. Engaging exhibitors in the process by providing them with a digital marketing plan listing our NOMS-specific handles along with hashtags to include played a significant role in enhancing the NOMS social media presence. The assets developed as part of this program will be used throughout the year for ongoing promotion. The NOMS social media channels are still active and will continue to be used as a means of recruiting exhibitors and showcasing past participants. [Click here](#) for details on the effectiveness of this enhanced social media presence.

### VENUE

Having a well-designed pavilion layout, including large backlit graphics, an enhanced video wall, touch screens for wayfinding, and interesting structures projected the North as being very professional and unique. The combination of exhibitor kiosks, along with the complimentary coffee in the café and seating was successful in providing the perfect

atmosphere for mixing business and pleasure, thus helping to not only draw people in but also encourage them to stay longer and visit with exhibitors.

## **PLANNING TEAM & ONSITE SUPPORT STAFF**

The planning team plays an instrumental role in ensuring that businesses are aware of the event and provided with the necessary information to participate. In addition, the majority of team members had previous experience in hosting events at PDAC and were therefore well positioned to provide leadership and guidance. They also provide support at the event itself in addition to promoting the pavilion on site. As the event has grown, so has the need for onsite support staff. Over and above planning team members, several individuals provided onsite support in 2024. Their role consisted of various tasks including but not limited to assisting exhibitors with their booth set up, helping visitors with touch screens, providing funding information, coordinating presenters and AV for speaker series, welcoming government representatives, assisting with the show set up and tear down, assisting with exhibitor sign-in, etc...

## **COORDINATION**

Contracting the services of an experienced event planner with significant sector knowledge and a large network in Northern Ontario is key to the success of the event. Given the timeline and the fact that planning team members have numerous portfolios and responsibilities, having the support of a third party contractors, namely Markey Consulting, MineConnect and Cloud 9, to assist in organizing the event helps to ensure that things are kept on track.

## **BOARDROOM & MEETING SPACE**

Renting spaces for meetings, storage and registrations makes things much more manageable. Having extra space to store collateral materials, and equipment is extremely useful and is recommended in the future. This also provides space for exhibitors and partners to hold various-sized meetings. Per past recommendations, an additional boardroom was reserved at the Intercontinental Hotel to ensure space is available for impromptu meetings for partners and government representatives. And as of 2023 we have provided onsite meeting space within the pavilion to not only save time for exhibitors but create a new opportunity to demonstrate business activity in the pavilion.

## PROGRAM

The 2024 event featured a speaker series within the pavilion which included an industry-led panel, a new business launch, as well as various presentations by exhibitors, funding partners, and individuals representing select non-exhibiting organizations. These resulted in drawing attendees to the Showcase while providing both promotional and capacity-building opportunities for NOMS exhibitors. In addition to the speaker series, a ribbon cutting was held with various political figures taking the time to attend and participate. The NOMS was honored to welcome the following:

- Viviane Lapointe, Member of Parliament for Sudbury
- Marc Serré, Parliamentary Secretary to the Minister of Natural Resources and to the Minister of Official Languages, and Member of Parliament for Nickel Belt
- Terry Sheehan, Parliamentary Secretary to the Minister of Labour and Seniors, and Member of Parliament for Sault Ste. Marie
- Anthony Rota, Member of Parliament for Nipissing-Timiskaming
- Marcus Powlowski, Member of Parliament for Thunder Bay-Rainy River
- Alex Christopher, Past President, PDAC
- Jeff Laferriere, Mayor – City of Temiskaming Shores

In addition to the participation of said dignitaries, several MPs, MPPs and Northern Ontario mayors attended the event. This event also attracted many other visitors to the Showcase who subsequently stayed to visit with exhibitors following the speeches and photos.

## WEBSITE

The [northernontariomining.com](http://northernontariomining.com) includes sections geared not only to NOMS exhibitors but also to attendees. The website is an excellent tool for promoting the event and serves as a one-stop location for exhibitors to access information regarding registration and participation. The site highlights past successes and includes an FAQ, downloadable exhibitor manuals from current and previous events, an image gallery, videos as well as stats and facts about the NOMS. The website also serves to collect information from companies looking to exhibit in future years thus creating a database of potential participants.

## PARTNER COLLABORATION

Significant efforts are made to ensure collaboration between various partner organizations as a means of providing additional benefits to NOMS exhibitors and to cross-promote programs and initiatives. Examples of said partnerships include sharing materials with representatives in the Canada pavilion, and Ontario pavilion and promoting of B2B program spearheaded by Global Affairs.

## COMPLEMENTARY EVENTS

Events which encouraged networking outside of show hours were very beneficial to the exhibitors. (Note: although these events are not directly FedNor funded, they have a positive impact on the NOMS and are therefore worthy of noting) These included an offsite informal exhibitor and committee meet & greet on the evening prior to the show start as well as Northern Ontario Night, which is a hospitality event where Northern Ontario Mining Showcase exhibitors can invite clients and contacts to attend.

## NOMS INTERACTIVE TOUCH SCREENS

The interactive touchscreens continue to be appreciated and well used and enable attendees to search and locate NOMS exhibitors alphabetically and by sub-sector. The touch screens also create a point of interest and conversation starter which often resulted in people entering the pavilion when they hadn't initially planned to.



## 4.0 RECOMMENDATIONS

*Every year, the NOMS planning team and onsite support staff hold a post-event debrief to identify potential areas for improvement. The following is the list of recommendations from 2023, how they were addressed and the related outcome in 2024.*

### RECOMMENDATIONS FROM 2023

RECOMMENDATION	OUTCOME
Keep the NOMS registration kiosk for PPE management, however, place it on the South side of registration and have it removed at noon on Sunday.	Placing the NOMS registration kiosk closer to boardroom 201C helped provide targeted information and identification to exhibitors.
Bring a microwave for the boardroom for show staff and exhibitors.	Instead of using valuable storage for a microwave. A list of near by grab-and-go food sources was created.
Potential re-consideration of meet and greet event; participation seems to be declining.	The 2023 event survey determined that the meet and greet was appreciated by exhibitors, especially the new ones.
Order additional garbage receptacles and increase associated cleaning service	Additional garbage and cleaning services were purchased from the MTCC for 2024.
Ensure all furniture is consistent (e.g. stools with backs)	N/A
Further communicate information about onsite meeting room availability	Information was included in the Exhibitor manual and several email notifications pre-show. Exhibitors were also advised of its availability when checking in.
Ensure consolidation of the meeting room calendar with one point of contact	With one point of contact for the meeting room, we had zero conflicts.
Store all handouts and inventory in one location	All handouts and inventory were stored in one location.
Revisit the student program and international delegation program to determine the value and approach	The student program this year was well attended. The networking social was successful and our hiring handouts were very popular.
Purchase new hanging banners x 2	New hanging banners were purchased to reflect FedNor's new branding.
Discuss group discount pricing with MTCC for WIFI	A group discount was applied and saved the project nearly \$1,400.00.
Discuss discount material handling fees for interactive display equipment	This was not an issue in 2024.

Request additional visibility of Trade Show North in the South building (e.g. Signage, listings, etc.)

PDAC hosted the Opening Reception to the North Hall on Sunday as they had in years past. It brought many PDAC attendees from the South Hall to NOMS.

Request that some technical sessions be relocated to the North Hall (e.g. indigenous program or other)

A request was made however PDAC was not open to making this change in 2024.

Foyer digital signage – change to Northern Ontario Mining Showcase 110 exhibitors (specify and remove City)

Share CIM Expo directory with PDAC staff as an example of how to highlight pavilions

PDAC listed all NOMS exhibitors both in the NOMS section and in the broader alphabetical listing of their directory.



## RECOMMENDATIONS FOR 2025

With the generous support of FedNor, the City of Temiskaming Shores will once again be hosting the Northern Ontario Mining Showcase at PDAC in 2025. To ensure ongoing interest and maintain quality, the target number of participants will remain at a maximum of 112 exhibitors, focusing primarily on SMEs. The pavilion should also continue to offer a unique experience and atmosphere that draws people in and entices them to stay for an extended period.

To ensure the continuing success of the event, below are recommendations for 2024:

- Rotate the hanging banners each year to showcase the City one year, and FedNor the next.
- Assess the value of the onsite boardroom – use vs cost
- Re-evaluate number of interactive booths and the amount of space needed. Consider charging an additional fee to encourage quality applicants
- Request images and videos depicting interactive components of Activation Zones to ensure unique and hands-on experiences
- Ensure adequate spacing around all pods.
- Consider a PDAC sponsorship to get the NOMS brand and logo in other parts of the MTCC to encourage people to visit the pavilion. Cost-benefit analysis.
- Recommend combining NOMS at PDAC and CIM into one overall NOMS project application to FedNor to reduce administration and time for all parties. Discuss the potential of a three-year project.
- Ensure that a minimum of 2 people are at the info desk at all times.
- Further screen and request proof of mining experience as a pre-requisite for acceptance.
- Look into positioning the pods differently (turning the booths 90 degrees) for better visibility from the walking aisles.
- Ensure exhibitors use designated booth space. One single pop-up and no additional chairs. Create a graphic so that this message is clear.
- Add more water to the order and keep track.
- City of Temiskaming Shores to create a direct payment link for easier processing.

## 5.0 Appendices

The following supporting documents can be found [here](#).

- Exhibitor Manual
- Exhibitor Directory
- NOMS Digital Campaign Report (coming 2 weeks after CIM)
- NOMS 2024 Photo Gallery







FedNor  
19 Lisgar Street  
Suite 307  
Sudbury, Ontario  
P3E 3L4

FedNor  
19 rue Lisgar  
Bureau 307  
Sudbury (Ontario)  
P3E 3L4

August 9, 2024

Project Number: 852-515369

His Worship Jeff Laferriere  
Mayor  
The Corporation of the City of Temiskaming Shores  
325 Farr Drive, P.O. Box 2050  
Haileybury ON P0J 1K0

Dear Mayor Laferriere:

**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 \$1,324,500 towards organizing a pavilion, consisting of exhibitors from Northern Ontario, at the 2025 PDAC annual convention in Toronto and the 2025 CIM convention in Montreal.

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: 2024.08.09 10:44:53 -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 at the 2025 Prospectors and Developers Association of Canada (PDAC) Convention, held in Toronto from March 2 – 5, 2025, and the Canadian Institute of Mining, Metallurgy & Petroleum (CIM) Convention, held in Montreal from May 4 – 7, 2025 (Project No. 852-515369)**

**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-031-2024 at September 3, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary By-law to enter into a funding agreement with the Federal Economic Development Agency for Northern Ontario for the City to lead the Northern Ontario Mining Showcase (NOMS) at the 2025 Prospectors and Developers Association of Canada (PDAC) Convention, held in Toronto from March 2 – 5, 2025, and the Canadian Institute of Mining, Metallurgy & Petroleum (CIM) Convention, held in Montreal from May 4 – 7, 2025, in the amount of \$1,324,500 for consideration at the September 17, 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 at the 2025 Prospectors and Developers Association of Canada (PDAC) Convention, held in Toronto from March 2 – 5, 2025, and the Canadian Institute of Mining, Metallurgy & Petroleum (CIM) Convention, held in Montreal from May 4 – 7, 2025, in the amount of \$1,324,500, 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 17<sup>th</sup> day of September, 2024.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk



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. 852-515369



FedNor  
19 Lisgar Street  
Suite 307  
Sudbury, Ontario  
P3E 3L4

FedNor  
19 rue Lisgar  
Bureau 307  
Sudbury (Ontario)  
P3E 3L4

Protected B

Project Number: 852-515369

THIS AGREEMENT made as of: August 9, 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 May 22, 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 August 15, 2024 (the "Commencement Date") and is completed on or before June 30, 2025 (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) 87.52% of the incurred Eligible & Supported Costs of \$641,000 of the Project, and

b) \$561,000,

and

a) 100% of the incurred Eligible & Supported Costs of \$763,500 of the Project, and

b) \$763,500.

3.2 The Agency shall not normally contribute to any Eligible and Supported Costs incurred prior to May 22, 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 In relation to the Project, the Recipient agrees to:

- a) make available basic communications that target the public in both official languages, in a manner that gives equal prominence to both official languages (or for a specific clientele where the linguistic preference of individual members of the target group is known, in accordance with such preferences); and
- b) provide in both official languages any basic services to be provided or made available to the public.

## **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 Laferriere  
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: 852-515369

**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

Per: **Perreault, Lucie**  Digitally signed by Perreault, Lucie  
Date: 2024.08.09 10:45:29 -04'00'

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: 852-515369

**I. PROJECT SCOPE**i) Description:

The Recipient will organize a pavilion, consisting of exhibitors from Northern Ontario, at the 2025 Prospectors Developers Association of Canada (PDAC) annual convention in Toronto and the 2025 Canadian Institute of Mining, Metallurgy and Petroleum convention in Montreal. The objective of the project is to build on the success of the Northern Ontario Mining Showcase (NOMS) events held in 2015-2024. Several participating businesses are owned and or operated by Indigenous peoples, women and/or youth (under 30). The PDAC event takes place March 2-5 and the CIM convention takes place May 4-7.

ii) Project Location:

Haileybury, ON

iii) Dates:

- a) Commencement Date - August 15, 2024
- b) Completion Date - June 30, 2025

iv) Key Workplan Activities, Timelines and Milestones:

- Hold 2025 planning session
- Hire coordinator to work with a pavilion design team, The Recipient and FedNor to develop promotional strategy
- Submit venue application & payment to secure 13,500 sq ft of space
- Update online exhibitor application forms and platform
- Exhibitor recruitment
- Design venues set-up and layout
- Secure two meeting rooms
- SME registrations - PDAC
- SME registrations - CIM
- Media relations
- Social and digital media deployment and support of exhibitor's digital presence
- Develop and coordinate exhibitor directories
- Coordinate venue logistics (e.g. AV; staging; catering; schedule; etc...)
- Coordinate various activities including a speaker series and interactive booths

(PDAC only)

- Organize international delegations to tour the pavilion/exhibitors
- Promotion of event (emails; social media; articles; etc...)
- Survey development (speaker series; showcase; sales; delegations)
- Host Northern Ontario Mining Showcase at PDAC exhibiting up to 110 organizations and businesses of the mining supply and services sector from Northern Ontario
- PDAC event evaluations and reporting
- Host NOMS at CIM in Montreal exhibiting up to 50 SMEs and related organizations in the mining supply and services sector (6,400 sq ft pavilion)
- CIM event evaluations and final reporting

v) Performance Measures and Tracking Plan:

This project will:

- Attract and increase new business contacts, clients, and potential leads that will result in new business and/or expansion of existing business through strategic alliances and joint ventures in Northern Ontario;
- Engender new innovation and research and development projects;
- Encourage new business expansions with existing businesses in the mining sectors;
- Increase employment and wealth based jobs with strong multiplier economic impacts for the North;
- Strengthen community partnerships, encouraging them to work collaboratively on promoting Northern Ontario and closing new investment deals; and
- Provide an opportunity for female and Indigenous entrepreneurs and professionals within the industry to build relationships and their businesses.

Additional anticipated outcomes of this 2025 NOMS project include:

- Total value of sales of \$10,000,000;
- 35 percent of SMEs with increased export sales;
- A minimum of 75 new jobs created with hundreds maintained;
- Attract and increase new business contacts, clients and potential leads that will result in new business and/or expansion of existing business;
- Lead to increased trade opportunities and revenues;
- Provide a venue for Northern Ontario SMEs to directly promote their products and services to the world, and increase the regions presence and competitiveness in the marketplace.

vi) Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$1,324,500
- Supported	\$1,404,500	Other Federal	\$0
- Not Supported	\$0	Provincial	\$0
Ineligible Costs	\$0	Municipal	\$0
		Financial	\$0
		Institution	\$0
		Recipient	\$0
		Other	\$80,000
<b>Total</b>	<u>\$1,404,500</u>		<u>\$1,404,500</u>

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Event Facility Rental (87.52%)	\$641,000		\$641,000
Event Costs - Other (100%)	\$508,500		\$508,500
Consulting Fees (100%)	\$100,000		\$100,000
Marketing/Promotion (100%)	\$125,000		\$125,000
Travel (100%)	\$30,000		\$30,000
<b>TOTAL ELIGIBLE COSTS</b>	<u>\$1,404,500</u>		<u>\$1,404,500</u>
<u>Ineligible Costs</u>			
			\$0
<b>TOTAL INELIGIBLE COSTS</b>			<u>\$0</u>
<b>TOTAL PROJECT COSTS</b>			<u>\$1,404,500</u>

\* 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:

Basic communications and services are to be provided in both official languages

## 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 May 22, 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 May 22, 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.