



**The Corporation of the City of Temiskaming Shores  
Regular Meeting of Council  
Tuesday, September 17, 2024 – 6:00 p.m.  
City Hall – Council Chambers – 325 Farr Drive**

---

**Agenda**

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

- a) Proposed Amendment to the City of Temiskaming Shores Retail Business Holiday Exemption By-law

**Re:** A public meeting in accordance with Section 4(6) of the Retail Business Holidays Act, to receive comments regarding a proposed amendment to By-Law No. 2005-121, which regulates the opening of retail businesses on certain holidays.

**8. Review and Adoption of Council Minutes**

*Draft Resolution*

Moved by: Councillor

Seconded by: Councillor

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

- a) Committee of the Whole Meetings – August 13, 2024, and September 3, 2024; and
- b) Regular Council Meeting– August 13, 2024.

**9. Presentations / Delegations**

- a) Walter Humeniuk, Research, Planning & Policy Analyst (RPPA) – Timiskaming Health Unit

**Re:** Reducing the Harms of Alcohol – Opportunities for Municipalities

**10. Correspondence/ Communications**

- a) Tara Reynolds, Deputy Clerk - Town of Bradford West Gwillimbury

**Re:** Resolution of Support - Association of Municipalities of Ontario (AMO) and Ontario Medical Association (OMA) Joint Health Resolution Campaign, 2024-08-12

**Reference:** Received for information

b) One Light Diversity Centre

**Re:** Concise Summary Services Access in January to June 2024

**Reference:** Received for information

c) Virginia LaTour, Deputy City Clerk – City of Quinte West

**Re:** Resolution of Support - The Canada Community-Building Fund, 2024-08-15

**Reference:** Received for information

d) Sydney Dodson, Deputy Clerk - Township of Stirling-Rawdon

**Re:** Resolution of Support – Public Sector Salary Disclosure, 2024-08-21

**Reference:** Received for information

e) Belinda Ketchabaw, CAO Clerk Treasurer - Township of Nairn and Hyman

**Re:** Resolution of Support - Concerns with the Transport and Deposition of Naturally Occurring Radioactive Material (NORM) at the Agnew Lake Tailings Management Area, 2024-08-21

**Reference:** Received for Information

f) David Unrau, Chief Administrative Officer - City of Pembroke

**Re:** Resolution of Support – Enhancement of mental health and addiction services, 2024-08-22

**Reference:** Received for Information

g) Barry Phippen - New Liskeard Bikers Reunion/ Rockin' On Canada Day (ROCD) Event

**Re:** Request for Support for Rockin' On Canada Day 2025, 2024-08-26

**Reference:** Referred to Staff for a Report to Council

h) CUPE Ontario Division

**Re:** Proclamation Request - 24<sup>th</sup> Annual Child Care Worker and Early Childhood Educator Appreciation Day

**Reference:** Motion presented under Section 14 – New Business, for Council Consideration.

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores agrees to deal with Communications Items 10 a) through h) in accordance with agenda references.

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

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

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

- a) Minutes from the Active Travel Committee meeting on May 13, 2024; and
- b) Minutes from the All Age Friendly Community Committee meeting on May 23, 2024.

**12. Reports by Members of Council**

- a) Councillor Danny Whalen

**Re:** Report from the 2024 AMO Conference

- b) Councillor Mark Wilson

**Re:** Report from the 2024 AMO Conference

**13. Notice of Motions**

**14. New Business**

- a) **Provincial decision regarding alcohol sales in convenience stores and locations that sell fuel to drivers, and the development of a comprehensive provincial alcohol strategy (Notice of Motion from Councillor Wilson - August 13, 2024 Regular Council Meeting)**

*Draft Resolution*

Moved by: Councillor

Seconded by: Councillor

Whereas excessive consumption of alcohol has a negative impact on many communities because of detrimental health effects, road safety, and other harms; and

Whereas the number of cases of individuals driving under the influence are increasing in Ontario, and the Timiskaming District has recently seen its highest rate ever for impaired driving infractions with 10 in April of 2024; and

Whereas jurisdictions with broader access to alcohol have higher rates of driving under the influence and crashes associated with alcohol; and

Whereas alcohol causes at least seven types of cancer and is a risk factor for, disease, disability and premature death, and is a direct cause of 4,300 deaths and 195,000 emergency department visits per year in Ontario; and

Whereas alcohol related emergency department visits increased 18 percent after the introduction of alcohol sales in grocery stores in Ontario; and

Whereas 35 percent of youth in grades 10 and 11 in the Timiskaming District have indicated that they consumed alcohol at 13 years or younger; and

Whereas 49 percent of youth in grades 10 and 11 in the Timiskaming District have been drunk at least once in their life; and

Whereas alcohol related harms cost the Ontario economy 7 billion dollars a year; and

Whereas alcohol is a factor in many domestic, sexual and physical assaults in Ontario; and

Whereas most tax revenue generated by the sale of alcohol goes to the province yet the costs and harms that are alcohol related are borne by the municipalities in the form of policing and social services and public health costs.

Therefore be it resolved that Council for the City of Temiskaming Shores requests the Government of Ontario reverse their decision to allow alcohol to be sold in more locations and implement the following recommendations:

1. Permit municipalities to opt out of retail alcohol expansion;
2. Grant municipalities the powers to use zoning to determine where new alcohol retail locations are acceptable;
3. Not permit alcohol sales within 150 m of schools, daycares, or substance use facilities;
4. Prohibit the sale of Alcohol at gas stations;
5. Require health warning labels on all alcohol containers;
6. Dedicate a portion of provincial alcohol revenue to addressing alcohol related harms; and
7. Develop and implement a comprehensive provincial alcohol strategy, in partnership with municipalities, that prioritizes health and safety and considers the costs associated with alcohol consumption.

Further that a copy of this resolution be provided to the Honourable Doug Ford, Premier of Ontario; the Honourable Sylvia Jones, Deputy Premier and Minister of Health; the Honourable Doug Downey, Attorney General; the Honourable Prabmeet Sarkaria, Minister of Transportation; John Vanthof, MPP Timiskaming Cochrane; AMO; FONOM; ROMA; Temiskaming Municipal Association (TMA); Timiskaming Health Unit (Planet Youth Timiskaming); Temiskaming Shores OPP Detachment Board; and all Ontario Municipalities.

**b) Resolution of Support - Municipality of East Ferris, Regulations for Lithium-ion Batteries (Correspondence Item from the August 13, 2024 Meeting)**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Whereas Council for the Municipality of East Ferris adopted a resolution regarding regulations for lithium ion batteries per a letter received by the Township of Otonabee-South Monaghan with supporting information, at their regular meeting on July 9, 2024.

Be it resolved that Council for the City of Temiskaming Shores hereby supports the call upon all levels of government to enact regulations for the importation, sale, storage, and use of non-OEM or ULC certified lithium-ion batteries; and

Further that a copy of this resolution be sent to the Honourable Anthony Rota, MP for Nipissing—Timiskaming; John Vanthof, MPP for Timiskaming Cochrane; and the Municipality of East Ferris.

**c) Resolution of Support - Thunder Bay Chamber of Commerce, Support a Set-Aside for Northern Ontario within the OINP (Correspondence Item from the August 13, 2024 Meeting)**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Whereas employers across Northern Ontario are experiencing a critical shortage of skilled workers, contributing to a shrinking labour market with an estimated 50,000 newcomers needed by 2041 to sustain current Northern Ontario population levels; and

Whereas the labour shortage is causing significant economic hardship for Northern Ontario communities, including reduced productivity and business closures; and

Whereas population and migration trends to 2021 suggest that Northern Ontario needs 100,000 newcomers by 2041 to sustain current population; and

Whereas the success of the federal Rural and Northern Immigration Pilot (RNIP) demonstrates the effectiveness of allocating nomination spots to address regional labour shortages in attracting newcomers to Northern Ontario; and

Whereas the Ontario Immigrant Nominee Program has been expanded from 9,750 nominees in 2022 to a goal of 21,500 nominees in 2024.

Therefore be it resolved that the Council for the City of Temiskaming Shores urges the Government of Ontario to address the critical market shortage of skilled labour in Northern Ontario by allocating 3,000 Ontario Immigrant Nominee Program spots to support the region's economic growth and development; and

That a copy of this resolution be forwarded to the Honourable David Piccini, Minister of Labour, Immigration, Training and Skills Development; the Honourable Anthony Rota, MP for Nipissing—Timiskaming; John Vanthof, MPP for Timiskaming Cochrane; the Federation of Northern Ontario Municipalities; and the Thunder Bay Chamber of Commerce.

d) **Proclamation for 24<sup>th</sup> Annual Child Care Worker and Early Childhood Educator Appreciation Day (Correspondence Item No. 10 h.)**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Whereas years of research confirms the benefits of high-quality early learning and child care for young children's intellectual, emotional, social and physical development and later life outcomes; and

Whereas child care promotes the well-being of children and responds to the needs of families and the broader community by supporting quality of life so that citizens can fully participate in and contribute to the economic and social life of their community; and

Whereas trained and knowledgeable Registered Early Childhood Educators are the key to quality in early years and child care programs - in licensed child care, Early ON programs, child life programs, and full-day kindergarten; and

Whereas Registered Early Childhood Educators and child care workers will be vital to the success of the Canada-Wide Early Learning and Child Care system.

Therefore be it resolved that Council for the City of Temiskaming Shores hereby proclaims October 24, 2024 be designated as Child Care Worker & Early Childhood Educator Appreciation Day, in the City of Temiskaming Shores in recognition of the education, dedication and commitment of child care workers to children, their families and quality of life of the community.

e) **Memo No. 032-2024-CS – Deeming By-law for 78 Market Street, PLAN M29NB LOT 80 PCL 13767SST and PLAN M29NB LOT 79 PCL 12296SST**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Whereas the owner of 78 Market Street in New Liskeard would like to merge lots on title through the adoption of a deeming by-law in compliance with the Planning Act, to create one property with one roll number; and

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

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby directs staff to prepare the necessary by-law to deem 78 Market Street,



Lots 79 and 80 on Plan M29NB, to no longer be Lots on a Plan of Subdivision;  
and

Further that Council hereby directs staff to prepare the necessary Deeming By-law for consideration at the September 17, 2024 Regular Council meeting.

f) **Memo No. 033-2024-CS – Provincial Offences French Language Services One-Time Funding Transfer Payment Agreement (TPA)**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 033-2024-CS; and

That Council directs staff to prepare the necessary by-law to authorize the execution of the Ontario Transfer Payment Agreement for the implementation of measures pursuant to the French Language Services Act, between His Majesty the King in Right of Ontario as Represented by the Attorney General, and The Corporation of the City of Temiskaming Shores, for consideration at the September 17th, 2024 Regular Council Meeting.

g) **Administrative Report No. CS-032-2024 – Request for Proposal Award – Mount Pleasant Cemetery Columbarium Foundation**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-032-2024; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. level the Mount Pleasant Cemetery Columbarium foundation in the amount of \$13,480, plus applicable taxes, for consideration at the September 17, 2024 Regular Council meeting.

**h) Administrative Report No. PW-024-2024 – Rental Agreement – Graders for Winter Operations**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-024-2024; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Elvaan Equipment Solutions (Formerly Jade Equipment) for supply and delivery of three (3) Rental Graders for the City's Winter Operations (2024-2025), for a total upset limit of \$126,900 plus applicable taxes, for consideration at the September 17, 2024, Regular Council meeting.

**15. By-Laws**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that:

By-law No. 2024-102      Being a by-law to adopt a Vision Zero Policy for the City of Temiskaming Shores

By-law No. 2024-103      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

By-law No. 2024-104      Being a by-law to enter into 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

By-law No. 2024-105      Being a by-law to enter into an agreement with Services Flo Inc. for the supply of three (3) Level 2 EV chargers

By-law No. 2024-106      Being a by-law to enter into an agreement with Demora Construction Services Inc. for paving services at Shaver Park Outdoor Rink

- By-law No. 2024-107      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
- By-law No. 2024-108      Being a by-law to amend By-law No. 2024-097 to Regulate and Licence Vehicles for Hire
- By-law No. 2024-109      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)
- By-law No. 2024-110      Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision: 78 Market Street
- By-law No. 2024-111      Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. to level the Mount Pleasant Cemetery Columbarium Foundation
- By-law No. 2024-112      Being a by-law to enter into a Rental Agreement with Elvaan Equipment Solutions (Formerly Jade Equipment Company Ltd.) for the supply and delivery of three (3) Rental Graders
- By-law No. 2024-113      A by-law to authorize the execution of the Ontario Transfer Payment Agreement for implementation of measures pursuant to the French Language Services Act, between His Majesty the King in Right of Ontario as Represented by the Attorney General, and The Corporation of the City of Temiskaming Shores

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

**16. Schedule of Council Meetings**

- a) Committee of the Whole Meeting – October 1, 2024 starting at 3:00 p.m.
- b) Regular Council Meeting – October 15, 2024 starting at 6:00 p.m.

**17. Question and Answer Period**

**18. Closed Session**

*Draft Resolution*

Moved by: Councillor

Seconded by: Councillor

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

- a) Adoption of the August 13, 2024 Closed Session Minutes;
- b) Under Section 239(2)(d) of the Municipal Act, 2001 – Labour relations / employee negotiations – City Manager Recruitment Process Update; and
- c) Under Section 239(2)(b) of the Municipal Act, 2001 – Personal matter (identifiable individual) – New Liskeard Business Improvement Area Board of Management Applications for Seat Vacancy.

**19. Confirming By-law**

*Draft Resolution*

Moved by: Councillor

Seconded by: Councillor

Be it resolved that By-law No. **2024-114** being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Committee of the Whole Meeting held on September 3, 2024, and for its Regular meeting held on September 17, 2024, be hereby introduced and given first, second, third and final reading; and be signed by the Mayor and Clerk and the Corporate Seal affixed thereto.

**20. Adjournment**

*Draft Resolution*

Moved by: Councillor

Seconded by: Councillor

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



# Retail Business Holiday Exemption By-law Amendment

## Retail Business Holiday Act

The Act regulates the opening and closing of retail businesses on certain holidays. It specifies which holidays require retail businesses to be closed or restricts the operating hours. The Act aims to balance the interests of employees, consumers and business.

Currently in Ontario, retail business establishments must be closed on the following nine holidays each year.

- New Year's Day
- Family Day
- Good Friday
- Easter Sunday
- Victoria Day
- Canada Day
- Labour Day
- Thanksgiving Day
- Christmas Day

### Exemption

These mandatory closures do not apply to municipalities if they have passed a by-law stating the act does not apply, and have also passed a by-law requiring certain retail businesses to be closed on holiday.

## Municipal Bylaw

The City of Temiskaming Shores passed By-law No. 2005-121 effective December 15, 2005.

This by-law permits retail business to remain open on:

- Victoria Day
- Canada Day
- Labour Day
- Thanksgiving Day

The Retail Business Holiday Act states that on 9 specified holidays Retail Businesses

**MUST BE CLOSED**



The City of Temiskaming Shores By-law No. 2005-121 allows that on 4 of the 9 specified holidays Retail Businesses

**HAVE THE CHOICE TO BE OPEN**



The proposed amendment to the City of Temiskaming Shores By-law No. 2005-121 could allow that on 9 of the 9 specified holidays Retail Businesses

**HAVE THE CHOICE TO BE OPEN**

Retail business owners have:

**the choice to be open**

or

**the choice to be closed**

on specified holidays



# Temiskaming Shores Development Corporation Recommendation to Council

At their meeting on March 18, 2024, the Temiskaming Shores Development Corporation (TSDC) Board discussed the Retail Business Holiday Bylaw and suggested that the municipality should not decide which days businesses should or should not operate, and that these decisions should be made by the businesses based on profitability and their ability to support staffing needs.

The board passed the following resolution at that meeting (Resolution No. 2024-003):

**“Be it resolved that the Temiskaming Shores Economic Development Corporation review and revise By-law 2005-121 and further that staff develop a report for Council consideration on behalf of the Committee.”**

The TSDC Board identified that by granting local retail businesses the flexibility to operate without restrictions under the Act, may promote financial viability by capitalizing on peak periods of retail, specifically, during a holiday period. Locally, retail stores do experience fluctuating levels of business due to holiday traffic from visiting family members, returning students, and tourists, etc.

Not all business owners and their staff celebrate the same holidays and religious celebrations. Therefore, it may be advantageous to enable business owners to choose the days they wish to be open or closed.

# Public Survey

## Retail Business Holiday Exemption Bylaw Amendment

We are looking for your input!

September 4 to September 25

The City of Temiskaming Shores is seeking feedback on a proposed amendment to By-Law No. 2005-121, which regulates the opening of retail businesses on certain holidays. The By-law currently allows retail businesses the option to open on Victoria Day, Canada Day, Labour Day and Thanksgiving Day.

The proposed By-law amendment could add one or more of the following holidays as permitted days for retail businesses to remain open, to support tourism within City limits - New Year's Day, Family Day, Good Friday, Easter Sunday, and/or Christmas Day.

Have your voice heard!  
Complete the online survey!

OPEN



<https://www.surveymonkey.com/r/M5JXR2R>

If you have any questions about the Retail Business Holiday Exemption By-law or this survey, please contact:  
James Franks | Economic Development Officer  
Email | [jfranks@temiskamingshores.ca](mailto:jfranks@temiskamingshores.ca)  
Website | [www.temiskamingshores.ca](http://www.temiskamingshores.ca)



## Public Consultation

A public survey has been developed to engage the community for their feedback on the proposed amendment.

The survey has been made available in both English and French language from September 4 to September 25:

- CJTT FM Radio
- Temiskaming Speaker – City Bulletin
- City Website, Facebook and Instagram
- Physical copies made available at City Hall, The Waterfront Pool and Fitness Center and the Temiskaming Shores Public Library

### Why?

The proposed amendment greatly effects community members as it concerns business owners, workers and consumers.

As defined under the Retail Business Holidays Act, R.S.O. 1990, c. R.30, as amended, prior to the passage of such a by-law, a public meeting must be held to allow a platform for the business community to weigh in on the proposed exemption.

# Survey Statistics

As of September 12, 2024 – 60 responses were completed

**12%** were completed by employers.

**40%** were completed by employees.

**12%** require the use public transit for employment.

**47%** never shop at retail businesses on holidays.

**46%** believe that being open on holidays is not good for the local economy.

**45%** believe that being open on holidays is not good for local retail business employers.

**68%** believe that being open on holidays is not good for local retail business workers.

**63%** have concerns about retail businesses having the option to open on all holidays.

Respondents choose which retail businesses they would like to remain open. They may select more than one.

**26%** New Year's Day

**60%** Family Day

**49%** Good Friday

**40%** Easter Sunday

**74%** Victoria Day

**68%** Canada Day

**62%** Labour Day

**48%** Thanksgiving Day

**22%** Christmas Day

# Reference

---

Retail Business Holiday Act | <https://www.ontario.ca/laws/statute/90r30>

By-law No.2005-121 | By-law

Staff Report to Council | CS-027-2024, July 9, 2024

TSDC Resolution | Resolution No. 2024-003

Public Survey | <https://www.surveymonkey.com/r/M5JXR2R>



**The Corporation of the City of Temiskaming Shores**  
**Committee of the Whole**  
**Tuesday, August 13, 2024 – 3:00 p.m.**  
**City Hall – Council Chambers – 325 Farr Drive**

---

**Minutes**

**1. Land Acknowledgement**

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

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

**2. Call to Order**

The meeting was called to order by Mayor Laferriere at 3:00 p.m.

**3. Roll Call**

Council: Mayor Jeff Laferriere; Councillors Melanie Ducharme, Jesse Foley (virtual), Ian Graydon, Nadia Pelletier-Lavigne, Mark Wilson, and Danny Whalen (virtual)

Present: Logan Belanger, Municipal Clerk  
Shelly Zubyck, Director of Corporate Services  
Mathew Bahm, Director of Recreation  
Steve Langford, Fire Chief  
Steve Burnett, Manager of Environmental Services  
Mitch McCrank, Manager of Transportation Services  
Stephanie Leveille, Treasurer  
Gabriel Tassé, Building Inspector/By-Law Officer

Regrets: N/A

Media: N/A

Delegates: N/A

Members of  
the Public: 4

Mayor Laferriere presented a certificate from the Governor General of Canada to Steve Langford, for over 30 years of exemplary service for fire services and to the public.

**4. Review of Revisions or Deletions to the Agenda**

None

**5. Approval of the Agenda**

*Resolution No. 2024-278*

Moved by: Councillor

Seconded by: Councillor

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

**Carried**

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

None

**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. 021-2024-PW – Environmental Services Operations Update**

*Resolution No. 2024-279*

Moved by: Councillor Graydon

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 021-2024-PW, regarding the Environmental Services Update for information purposes.

**Carried**

**2. Administrative Report No. PW-021-2024 – Tender Award – Supply, Mix, and Stockpile Winter Sand**

*Resolution No. 2024-280*

Moved by: Councillor Ducharme

Seconded by: Councillor Wilson

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

That Council directs staff to prepare the necessary by-law to enter into an agreement with Don Adshead Trucking Ltd. for Winter Sand Supply, Mix, Re-Mix and Stockpile services at a unit price of \$9.95 per tonne and \$6.00 per tonne for remixing, plus applicable taxes, for consideration at the August 13, 2024 Regular Council meeting.

**Carried**

**c) New Business**

None

**9. Recreation Services**

**a) Delegations/Communications**

None

**b) Administrative Reports**

**1. Memo No. 018-2024-RS – Recreation Operations Update**

Resolution No. 2024-281

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Graydon

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 018-2024-RS, regarding the Recreation Operations Update for the month of August for information purposes.

**Carried**

**2. Administrative Report No. RS-016-2024 – Fence Installations RFQ Award**

Resolution No. 2024-282

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

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

That Council directs staff to prepare the necessary by-law to enter into an agreement with M & G Fencing Inc. for the installation of fencing at various City locations in the amount of \$59,440 plus applicable taxes, for consideration at the August 13, 2024, Regular Council meeting.

**Carried**

**3. Administrative Report No. RS-017-2024 - Pete's Dam Park Bridge Repair**

Resolution No. 2024-283

Moved by: Councillor Graydon

Seconded by: Councillor Pelletier-Lavigne

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

That Council directs staff to prepare the necessary by-law to enter into an agreement with Miller Paving Ltd. for the repair of the Pete's Dam Bridge for the upset limit of \$300,000 plus applicable taxes, for consideration at the August 13, 2024, Regular Council meeting.

**Carried**



c) **New Business**

None

10. **Fire Services**

a) **Delegations/Communications**

None

b) **Administrative Reports**

None

c) **New Business**

None

11. **Corporate Services**

a) **Delegations/Communications**

None

b) **Administrative Reports**

1. **Quarterly Capital – 2024 Budget Variance Report, Quarter 2**

*Resolution No. 2024-284*

Moved by: Councillor Ducharme

Seconded by: Councillor Wilson

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of the 2024 Capital Budget Variance Report – Quarter 2, for information purposes.

**Carried**

**2. Memo No. 024-2024-CS – Deeming By-law 331 Marcella Street, PLAN M13NB BLK Q LOT21 PCL 3947T**

Resolution No. 2024-285

Moved by: Councillor Graydon

Seconded by: Councillor Pelletier-Lavigne

Whereas the owner of 331 Marcella Street in Haileybury would like to merge lots on title through the adoption of a deeming by-law in compliance with the Planning Act, to create one property with one roll number; and

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

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby directs staff to prepare the necessary by-law to deem 331 Marcella Street; PLAN M13NB LOTS 21 TO 23, to no longer be Lots on a Plan of Subdivision; and

Further that Council hereby directs staff to prepare the necessary Deeming By-law for consideration at the August 13, 2024 Regular Council meeting.

**Carried**

**3. Memo No. 025-2024-CS – City Hall Holiday Hours 2024**

Resolution No. 2024-286

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

Be it resolved that Council for the City of Timiskaming Shores acknowledges receipt of Memo No. 025-2024-CS; and

That Council approves the following City Hall operating schedule during the 2024 holiday season:

Monday December 23, 2024	Normal hours of operation
Tuesday, December 24, 2024	Closed
Wednesday, December 25, 2024	Closed (Statutory Holiday)
Thursday, December 26, 2024	Closed (Statutory Holiday)
Friday, December 27, 2024	Closed

**Carried**

**4. Memo No. 026-2024-CS – Tax Arrears and Notice of Municipal Tax Sale Proceedings**

Resolution No. 2024-287

Moved by: Councillor Graydon

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 026-2024-CS, titled Tax Arrears and Notice of Municipal Tax Sale Proceedings for information purposes.

**Carried**

**5. Administrative Report No. CS-028-2024 – Vehicle for Hire By-law**

Resolution No. 2024-288

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

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

That Council directs staff to prepare the necessary By-law to adopt a Vehicle for Hire Policy and to repeal By-law 2010-102 (Taxi By-Law) as amended, for consideration at the August 13, 2024 Regular Council Meeting; and

That Council directs staff to prepare the necessary By-law to amend By-law No. 2012-039 (User Fees By-law) to replace the Taxi Licencing Fees with the Vehicle for Hire Licencing Fees.

**Carried**

**6. Administrative Report No. CS-029-2024 – CBO Shared Services Agreement – Temagami**

Resolution No. 2024-289

Moved by: Councillor Graydon

Seconded by: Councillor Pelletier-Lavigne

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

That Council directs staff to provide the Municipality of Temagami notice of non-renewal for the Shared Building Services Agreement expiring October 31, 2024.

**Carried**

**7. Administrative Report No. CS-030-2024 – Tender Award – Larocque-Sadler-Heon Municipal Drain Repair**

*Resolution No. 2024-290*

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

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

That Council directs staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the repair of the Larocque-Sadler-Heon Municipal Drain in the amount of \$89,000, plus applicable taxes, for consideration at the August 13, 2024 Regular Council meeting.

**Carried**

**a) New Business**

None

**12. Schedule of Council Meetings**

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

**13. Closed Session**

None

**14. Adjournment**

Resolution No. 2024-291

Moved by: Councillor Graydon

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that Council hereby adjourns its meeting at 3:54 p.m.

**Carried**

---

Mayor

---

Clerk



**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**

---

**Minutes**

**1. Land Acknowledgement**

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

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

**2. Call to Order**

The meeting was called to order by Mayor Laferriere at 3:00 p.m.

**3. Roll Call**

Council: Mayor Jeff Laferriere; Councillors Melanie Ducharme, Ian Graydon (virtual), Nadia Pelletier-Lavigne, Danny Whalen (virtual), and Mark Wilson

Present: Kelly Conlin, Deputy Clerk  
Shelly Zubyck, Director of Corporate Services  
Mathew Bahm, Director of Recreation  
James Franks, Economic Development Officer  
Steve Burnett, Manager of Environmental Services  
Mitch McCrank, Manager of Transportation Services  
Stephanie Leveille, Treasurer

Regrets: Councillor Jesse Foley

Media: 2

Delegates: N/A

Members of  
the Public: N/A

**4. Review of Revisions or Deletions to the Agenda**

None

**5. Approval of the Agenda**

*Resolution No. 2024-304*

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

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

**Carried**

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

Councillor Nadia Pelletier-Lavigne disclosed two Declarations of Conflict of Interest:

1. Section 9, Recreation Services, Item B 1) Memo: 01-2024-RS – Community Sport and Recreation Infrastructure Fund, as her employer is also applying to this fund.
2. Section 11, Corporate Services, Item B 2) Memo: 028-2024-CS–100 Women Who Care–Funding Sponsorship Request, as she is a member of the group and participated in the fundraising event for the Legion.

**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**

*Resolution No. 2024-305*

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Ducharme

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.

**Carried**

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

*Resolution No. 2024-306*

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

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.

**Carried**

**3. Memo No. 024-2024-PW – Transportation Services Operations Update**

*Resolution No. 2024-307*

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Wilson

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.

**Carried**



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

Resolution No. 2024-308

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

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.

***Motion to Amend***

The following motion was introduced to amend Resolution 2024-308:

Resolution No. 2024-308-A

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

That Council for the City of Temiskaming Shores hereby amends Resolution No. 2024-308, to remove the following paragraph:

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.

**Carried**

Resolution No. 2024-308 (as amended)

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

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

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.

**Carried**

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

Resolution No. 2024-309

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Ducharme

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.

**Carried**

**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**

*Councillor Pelletier-Lavigne declared a conflict of interest related to this item; therefore, did not participate in the subject matter discussion, nor voted on Resolution No. 2024-310.*

Resolution No. 2024-310

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

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.

**Carried**

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

Resolution No. 2024-311

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Wilson

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.

**Carried**

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

Resolution No. 2024-312

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

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.

**Carried**

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

Resolution No. 2024-313

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Ducharme

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.

**Carried**

**5. Memo No. 023-2024-RS – Recreation Operations Update**

Resolution No. 2024-314

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

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.

**Carried**

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

Resolution No. 2024-315

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Wilson

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.

**Carried**

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

Resolution No. 2024-316

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Ducharme

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.

**Carried**

c) **New Business**

None

10. **Fire Services**

a) **Delegations/Communications**

None

b) **Administrative Reports**

1. **Fire Activity Report – July and August 2024**

*Resolution No. 2024-317*

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

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.

**Carried**

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)**

Resolution No. 2024-318

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Ducharme

Be it resolved that Council for the City of Temiskaming 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.

**Carried**

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

Resolution No. 2024-319

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

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.

**Carried**

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

Resolution No. 2024-320

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Wilson

Be it resolved that Council for the City of Temiskaming 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.

**Carried**

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

Resolution No. 2024-321

Moved by: Councillor Ducharme

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that Council for the City of Temiskaming 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.

**Carried**

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

Resolution No. 2024-322

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Wilson

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.

**Carried**



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

Resolution No. 2024-323

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

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).

***Motion to Amend***

The following motion was introduced to amend Resolution 2024-323:

Resolution No. 2024-323-A

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

That Council for the City of Temiskaming Shores hereby amends Resolution No. 2024-323, to remove the 2025 and 2026 years from the event coordination services for the NOMS pavilion at the MINExpo with MineConnect.

**Carried**

Resolution No. 2024-323 (as amended)

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

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 event, 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).

**Carried**

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**

*Resolution No. 2024-324*

Moved by: Councillor Pelletier-Lavigne

Seconded by: Councillor Ducharme

Be it resolved that Council hereby adjourns its meeting at 4:14 p.m.

**Carried**

---

Mayor

---

Clerk



## The Corporation of the City of Temiskaming Shores

### Regular Meeting of Council

Tuesday, August 13, 2024 – Immediately following the Committee of the Whole Meeting

City Hall – Council Chambers – 325 Farr Drive

---

### Minutes

#### 1. Land Acknowledgement

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

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

#### 2. Call to Order

The meeting was called to order by Mayor Laferriere at 4:07 p.m.

#### 3. Roll Call

Council:	Mayor Jeff Laferriere; Councillors Melanie Ducharme, Jesse Foley (virtual), Ian Graydon, Nadia Pelletier-Lavigne, Mark Wilson, and Danny Whalen (virtual)
Present:	Logan Belanger, Municipal Clerk Shelly Zubyck, Director of Corporate Services Mathew Bahm, Director of Recreation Steve Langford, Fire Chief Steve Burnett, Manager of Environmental Services Mitch McCrank, Manager of Transportation Services Stephanie Leveille, Treasurer
Regrets:	N/A

Media: N/A  
Delegates: N/A  
Members of the Public: 4

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

None

**5. Approval of Agenda**

*Resolution No. 2024-292*

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

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

**Carried**

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

None

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

None

**8. Review and Adoption of Council Minutes**

*Resolution No. 2024-293*

Moved by: Councillor Graydon

Seconded by: Councillor Pelletier-Lavigne

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

- a) Committee of the Whole Meeting – July 9, 2024; and
- b) Regular Council Meeting– July 9, 2024.

**Carried**

**9. Presentations / Delegations**

None

**10. Correspondence/ Communications**

- a) Temagami Local Forest Management Corporation

**Re:** Draft Letter - Nomination for Board Membership for Temagami Local Forest Management Corporation, 2024-07-09

**Reference:** Motion presented under Section 14. New Business

- b) Kari Hanselman, Clerk – Municipality of East Ferris

**Re:** Regulations for Lithium-ion Batteries, 2024-07-09

**Reference:** Received for information

**Note:** Councillor Pelletier-Lavigne requested this item be returned for Council consideration.

- c) Shujian Liu, Coordinator for the Timiskaming Drug and Alcohol Strategy - Timiskaming Health Unit

**Re:** Proclamation - International Overdose Awareness Day, 2024-07-10

**Reference:** Motion presented under Section 14. New Business

- d) Virginia Montminy, Clerk – Township of Eventurel

**Re:** Resolution of Support – Shortage of Physician Care and Access to Physician Care

**Reference:** Received for Information

- e) The Temiskaming Foundation

**Re:** The Temiskaming Foundation Annual Report 2023 – Sharing in the Growth of Our Community

**Reference:** Received for Information

- f) James Leduc, Mayor - Town of Bradford West Gwillimbury

**Re:** Resolution of Support – Long-service medals

**Reference:** Received for information

- g) Hugo Rivet, Committee Member – North on Tap Craft Beer Festival

**Re:** Thank you letter for City’s contribution to support Family Night, and Media Release, 2024-07-29

**Reference:** Received for information

- h) Charla Robinson, President - Thunder Bay Chamber of Commerce

**Re:** Request for Resolution of Support: Support a Set-Aside for Northern Ontario within the OINP

**Reference:** Received for information

**Note:** Councillor Ducharme requested this item be returned for Council consideration.

Resolution No. 2024-294

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

Be it resolved that Council for the City of Temiskaming Shores agrees to deal with Communications Items 10 a) through h) in accordance with agenda references.

**Carried**

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

*Resolution No. 2024-295*

Moved by: Councillor Graydon

Seconded by: Councillor Ducharme

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

- a) Minutes from the District of Timiskaming Social Services Administration Board meeting on June 19, 2024.

**Carried**

**12. Reports by Members of Council**

Councillor Wilson provided a verbal update on the New Liskeard Business Improvement Area Block Party held on July 20, 2024. The event was well attended and recognized both the Recreation and Public Works Departments for their work and involvement in the event.

**13. Notice of Motions**

- a) Councillor Mark Wilson

**Re: Provincial decision regarding alcohol sales in convenience stores and locations that sell fuel to drivers, and the development of a comprehensive provincial alcohol strategy**

Whereas excessive consumption of alcohol has a negative impact on many communities because of detrimental health effects, road safety, and other harms; and

Whereas the number of cases of individuals driving under the influence are increasing in Ontario, and the Timiskaming District has recently seen its highest rate ever for impaired driving infractions with 10 in April of 2024; and

Whereas jurisdictions with broader access to alcohol have higher rates of driving under the influence and crashes associated with alcohol; and

Whereas alcohol causes at least seven types of cancer and is a risk factor for, disease, disability and premature death, and is a direct cause of 4,300 deaths and 195,000 emergency department visits per year in Ontario; and



Whereas alcohol related emergency department visits increased 18 percent after the introduction of alcohol sales in grocery stores in Ontario; and

Whereas 35 percent of youth in grades 10 and 11 in the Timiskaming District have indicated that they consumed alcohol at 13 years or younger; and

Whereas 49 percent of youth in grades 10 and 11 in the Timiskaming District have been drunk at least once in their life; and

Whereas alcohol related harms cost the Ontario economy 7 billion dollars a year; and

Whereas alcohol is a factor in many domestic, sexual and physical assaults in Ontario; and

Whereas most tax revenue generated by the sale of alcohol goes to the province yet the costs and harms that are alcohol related are borne by the municipalities in the form of policing and social services and public health costs.

Therefore be it resolved that Council for the City of Temiskaming Shores requests the Government of Ontario reverse their decision to allow alcohol to be sold in more locations and implement the following recommendations.

1. Permit municipalities to opt out of retail alcohol expansion;
2. Grant municipalities the powers to use zoning to determine where new alcohol retail locations are acceptable;
3. Not permit alcohol sales within 150 m of schools, daycares, or substance use facilities;
4. Prohibit the sales of Alcohol at gas stations;
5. Require health warning labels on all alcohol containers;
6. Dedicate a portion of provincial alcohol revenue to addressing alcohol related harms;
7. Develop and implement a comprehensive provincial alcohol strategy, in partnership with municipalities, that prioritizes health and safety and considers the costs associated with alcohol consumption.

Further that a copy of this resolution be provided to the Honourable Doug Ford, Premier of Ontario; the Honourable Sylvia Jones, Deputy Premier and Minister of Health; the Honourable Doug Downey, Attorney General; the Honourable Prabmeet Sarkaria, Minister of Transportation; John Vanthof, MPP Timiskaming Cochrane; AMO; FONOM; ROMA; Temiskaming Municipal Association (TMA); Timiskaming Health Unit (Planet Youth Timiskaming); Temiskaming Shores OPP Detachment Board; and all Ontario Municipalities.

**14. New Business**

- a) **Temagami Local Forest Management Corporation - Nomination for Board Membership for Temagami Local Forest Management Corporation (Correspondence Item No. 10 a.)**

Resolution No. 2024-296

Moved by: Councillor Graydon  
Seconded by: Councillor Pelletier-Lavigne

Whereas at the September 15, 2020 Regular Meeting, Council of the City of Temiskaming Shores endorsed the establishment of a local forest management corporation for the Temagami Management Unit, for the purpose of managing the Temagami Management Unit from the Ministry of Natural Resources and Forestry; and

Whereas Jeff Barton has been a Director of the Temagami Forest Management Corporation over the past three (3) years through endorsement from the City of Timiskaming Shores, the Town of Latchford and the Township of James; however, the term of the appointment will be expiring in 2024.

Be it resolved that the Council of the City of Temiskaming Shores, hereby endorses Jeff Barton to represent the City as a Director on the Temagami Forest Management Corporation for an additional term, and

Further that Council authorizes the Mayor to send a letter to Faye Johnson, Chair of the Temagami Forest Management Corporation, indicating the City of Temiskaming Shores ongoing support for Jeff Barton's candidacy.

**Carried**

- b) **Proclamation for International Overdose Awareness Day (Correspondence Item No. 10 c.)**

Resolution No. 2024-297

Moved by: Councillor Ducharme  
Seconded by: Councillor Wilson

Whereas Council for The Corporation of the City of Temiskaming Shores acknowledges the harm and hardship caused by the drug poisoning (overdose) crisis; and

Whereas the purpose of International Overdose Awareness Day is to remember loved ones lost to drug poisoning, and to end the stigma of substance use and mental health; and

Whereas drug poisoning in Timiskaming claimed the lives of more than nine (9) residents [last year](#), together with countless more affected forever.

Therefore be it resolved that Council for the City of Temiskaming Shores hereby proclaims August 31, 2024, as International Overdose Awareness Day in the City of Temiskaming Shores.

**Carried**

**15. By-Laws**

*Resolution No. 2024-298*

Moved by: Councillor Wilson

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that:

By-law No. 2024-090      Being a by-law to appoint a Fire Prevention Officer for the City of Temiskaming Shores – Jocelyn Plante

By-law No. 2024-091      Being a by-law to amend By-law No. 2022-167 to appoint a Deputy Mayor, Council Committees and Council Representatives to Boards & Committees for the November 15, 2022 to November 14, 2026 Term of Council (OPP Detachment Board)

By-law No. 2024-092      Being a by-law to amend By-law No. 2022-185 to appoint community representatives to various Committees and Boards for the 2022-2026 Term of Council (OPP Detachment Board)

By-law No. 2024-093      Being a by-law to enter into an agreement with Don Adshead Trucking Ltd. for the Supply, Mixing and Stockpiling of Winter Sand at various locations within the City of Temiskaming Shores

By-law No. 2024-094      Being a by-law to enter into an agreement with M & G Fencing Inc. for the installation of fencing at various City locations

By-law No. 2024-095      Being a by-law to enter into an agreement with Miller Paving Limited for the repair of the Pete’s Dam Bridge

By-law No. 2024-096      Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or

more, which shall be deemed as not a registered plan of subdivision: 331 Marcella Street

By-law No. 2024-097	Being a by-law to Regulate and Licence Vehicles for Hire
By-law No. 2024-098	Being a by-law to amend By-law No. 2012-039, a by-law to adopt Schedules of Departmental User Fees and Services for the City of Temiskaming Shores (Schedule E - Planning, By-law and Building Services – Vehicle for Hire)
By-law No. 2024-099	Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the repair of the Larocque-Sadler-Heon Municipal Drain
By-law No. 2024-100	Being a by-law to repeal By-law No. 2022-132 to appoint Amy Vickery as City Manager for the City of Temiskaming Shores

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

**Carried**

## **16. Schedule of Council Meetings**

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

## **17. Question and Answer Period**

Note: The Question and Answer Period was moved for discussion prior to Section 15. By-laws.

Sheldon Christo with The Fast and the Courteous Courier service expressed concerns related to the Vehicle For Hire by-law Council is considering this evening, related to the services provided and investment in the community.

Mayor Laferriere extended his appreciation for the service providers in the area. He clarified that the By-law provides an update to allow for alternative technologies (such as apps, etc.), and to provide a fair and equitable process for businesses who wish to operate within the City.

**18. Closed Session**

Resolution No. 2024-299

Moved by: Councillor Graydon  
Seconded by: Councillor Pelletier-Lavigne

Be it resolved that Council agrees to convene in Closed Session at 4:41 p.m. to discuss the following matters:

- a) Adoption of the July 9, 2024 Closed Session Minutes; and
- b) Under Section 239(2)(d) of the Municipal Act, 2001 – Labour relations / employee negotiations – City Manager Recruitment Process Update.

**Carried**

Resolution No. 2024-300

Moved by: Councillor Whalen  
Seconded by: Councillor Wilson

Be it resolved that Council agrees to rise with report from Closed Session at 4:54 p.m.

**Carried**

**Matters from Closed Session**

**Adoption of the July 9, 2024 Closed Session Minutes**

Resolution No. 2024-301

Moved by: Councillor Graydon  
Seconded by: Councillor Ducharme

Be it resolved that Council approves the following as printed:

- a) Closed Session Minutes from the July 9, 2024 Regular Council meeting.

**Carried**

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

Mayor Laferriere provided Council with an update, Council provided direction to Mayor Laferriere.

**19. Confirming By-law**

Resolution No. 2024-302

Moved by: Councillor Wilson

Seconded by: Councillor Ducharme

Be it resolved that By-law No. **2024-101** being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Committee of the Whole Meeting held on August 13, 2024, and for its Regular meeting held on August 13, 2024, be hereby introduced and given first, second, third and final reading; and be signed by the Mayor and Clerk and the Corporate Seal affixed thereto.

**Carried**

**20. Adjournment**

Resolution No. 2024-303

Moved by: Councillor Graydon

Seconded by: Councillor Pelletier-Lavigne

Be it resolved that Council hereby adjourns its meeting at 4:56 p.m.

**Carried**

---

Mayor

---

Clerk



# Reducing the Harms of Alcohol

Opportunities for Municipalities

Presented by

Walter Humeniuk, MPH

Research, Planning & Policy Analyst

# Outline

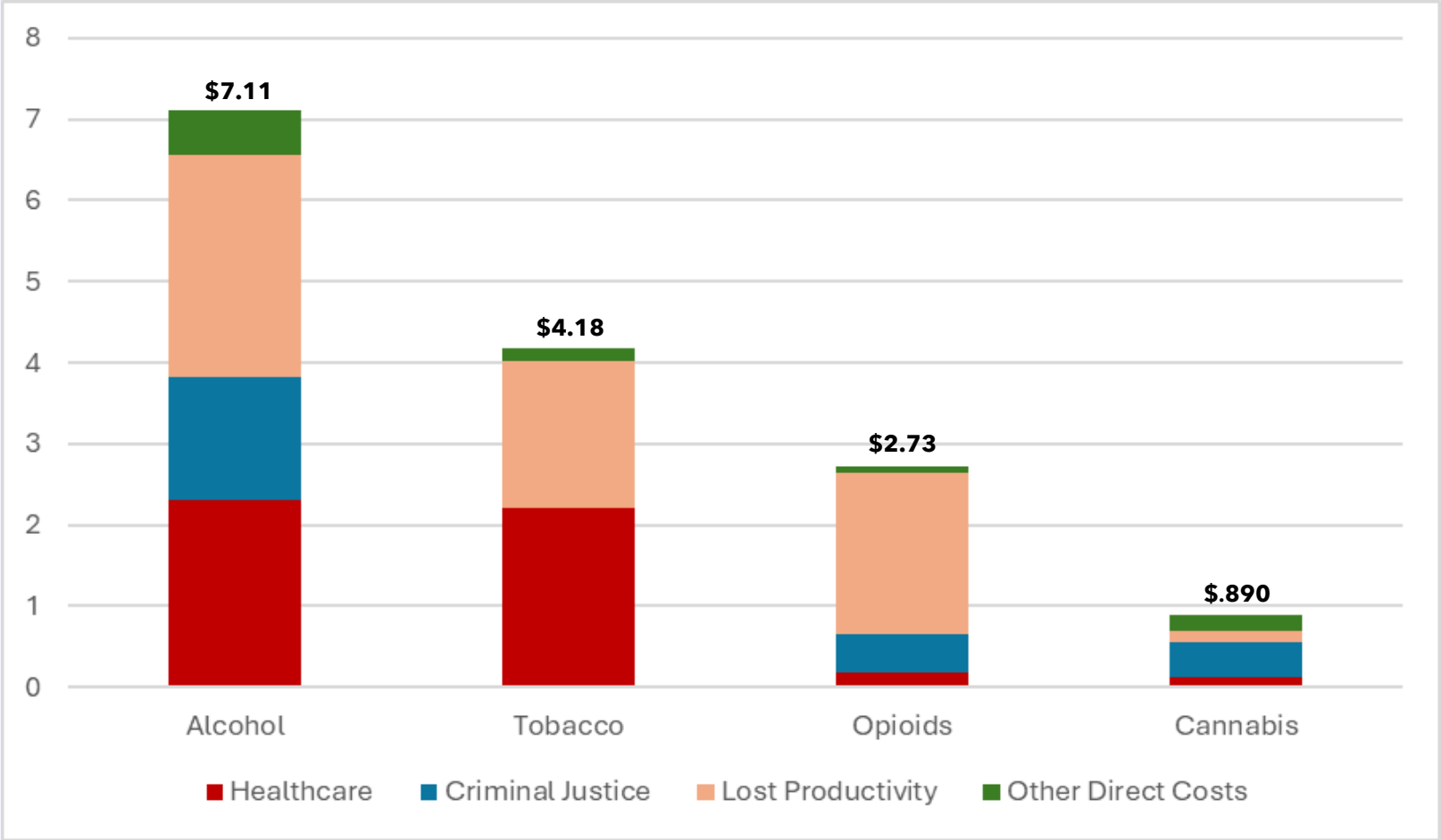
- Cost of Alcohol-Related Harms
- Health Impacts of Alcohol
- Alcohol Harm to Others
- Impaired Driving
- Youth & Alcohol
- Alcohol Paradox & Why We Should Be Concerned
- Evidence-Based Policy Domains to Reduce Alcohol Harms
- Additional Resources for Municipalities



# Key Messages

- Despite being commonly used and easily accessible, alcohol is not harmless, and some populations may be at a higher risk of experiencing harms than others
- Education and health messaging are important, but our environment also shapes our behaviour
- Governments at all levels can play a role in reducing alcohol harms through evidence-based policies and effective enforcement








# Alcohol Cost the Ontario Economy \$7.11 Billion Annually<sup>1</sup>



# Alcohol. . .

- Is the leading risk factor for death and disability among Canadians between the ages of 15 and 49 years<sup>2</sup>
- Contributes to the development of over 200 chronic conditions<sup>3</sup>
- Is the direct cause of over 60 chronic diseases including at least seven types of cancer<sup>4</sup>

# Canada's Guidance on Alcohol and Health<sup>5</sup>

<p><b>0 drinks per week</b> Not drinking has benefits, such as better health, and better sleep.</p>	<b>No risk</b>	<b>0</b> 
<p><b>1 to 2 standard drinks per week</b> You will likely avoid alcohol-related consequences for yourself and others.</p>	<b>Low risk</b>	<b>1</b>  <b>2</b> 
<p><b>3 to 6 standard drinks per week</b> Your risk of developing several different types of cancer, including breast and colon cancer, increases.</p>	<b>Moderate risk</b>	<b>3</b>  <b>4</b>  <b>5</b>  <b>6</b> 
<p><b>7 or more standard drinks per week</b> Your risk of heart disease or stroke increases.</p> <p><b>Each additional standard drink</b> Radically increases the risk of these alcohol-related consequences.</p>	<b>Increasingly high risk</b>	<b>7</b>  <b>8</b>  <b>+</b> 

# Annually in Ontario, alcohol is responsible for . . .

- 4,300 deaths
- 22,000 hospitalizations
- 195,000 emergency department visits<sup>6</sup>

# The Cost of Convenience . . .

- In Ontario, greater alcohol retail access tends to be associated with higher rates of emergency department and outpatient healthcare visits attributable to alcohol.<sup>7</sup>
- One year following the introduction of alcohol in Ontario grocery stores, emergency visits entirely attributable to alcohol increased by 18%.<sup>8</sup>
- In Timiskaming, the rate of hospitalization entirely attributable to alcohol (366.8 per 100,000) is significantly higher than the provincial average (210.9 per 100,000).<sup>9</sup>

# While most people can consume alcohol and experience little to no harms . . .

- 10% of drinkers consume over 50% of the alcohol that is sold in Canada<sup>10</sup>
- 17.3% of Timiskaming residents reported engaging in heavy drinking<sup>11</sup>  
(defined as consuming 5 or more standard drinks on a single occasion)
- 15.5% of Timiskaming residents reported consuming 7 or more standard drinks in the past week.<sup>12</sup>

# 1 in 3 Canadians will experience harms as the result of someone else's drinking in any given year.<sup>13</sup>

- domestic violence,<sup>14</sup>
- sexual<sup>15,16</sup> and physical assaults,<sup>14</sup>
- acts of child abuse/neglect,<sup>17</sup>
- motor vehicle collisions,<sup>18</sup>
- unintended injuries<sup>5</sup> and
- other traumatic experiences that negatively impact our community's physical safety and well-being including witnessing these acts.



# Impaired Driving

Between 2018 and 2023, impaired driving charges increased by 33 percent in Ontario.<sup>19</sup>

From January 2024 to June 30, 2024, Ontario Provincial Police recorded 3,339 impaired driving charges – an increase from 3,247 the previous year.<sup>20</sup>

In April 2024, the district of Timiskaming recorded the highest number of arrests for impaired driving in the Northeast region.<sup>19</sup>

## <sup>21</sup>Among Timiskaming students in grades 10 & 11 . . .

- 7 out of 10 have used alcohol at least once in their lifetime
- Close to half (46%) have used alcohol in the past 30 days
- Half (49%) have been drunk at least once in their lifetime
- Just over 1 in 4 (27%) have been drunk in the past 30 days
- More than 1 in 3 (35%) had their first drink at age 13 years or younger

# Alcohol Paradox

Despite higher heavy drinking rates among individuals residing in the highest-income neighbourhoods, Canadian hospitalization rates for conditions entirely attributable to alcohol are 2.5 times higher for people living in the lowest-income neighbourhoods compared to the highest-income neighbourhood.<sup>22</sup>

# Healthcare Coalition

- Addictions and Mental Health Ontario (AMHO),
- Canadian Cancer Society (CCS),
- Canadian Centre on Substance Use and Addiction (CCSA),
- Canadian Mental Health Association, Ontario (CMHA-O),
- Canadian Public Health Association (CPHA),
- Centre for Addiction and Mental Health (CAMH),
- Children's Mental Health Ontario (CMHO),
- Families for Addiction Recovery (FAR),
- Ontario Public Health Association (OPHA) and
- Registered Nurses Association of Ontario (RNAO).

**In the absence of an alcohol health strategy, the coalition has outlined a 10-point plan to mitigate alcohol-related harms, which includes the following recommendations:**

1. The provincial government should allow municipalities to opt out of this retail expansion.
2. Municipalities should have the ability to use zoning to determine where new alcohol retail locations are acceptable.
3. Alcohol retail should not be allowed within 150 metres of a school or daycare.
4. Local residents should have the ability to respond to alcohol retail applications.
5. Convenience stores and grocery stores must not be allowed to cross-promote alcohol with food or other products; alcohol should remain limited to one section of the store.

## Recommendations (cont'd)

6. Convenience stores and grocery stores should not be allowed to advertise products or prices externally.
7. Alcohol should not be sold at convenience stores that are located at gas stations.
8. Health warning labels should be required for all alcoholic beverages.
9. A portion of provincial alcohol revenue should be dedicated to addressing alcohol-related harms.
10. The Ontario government should develop and implement a comprehensive provincial alcohol strategy that prioritizes health and safety and considers the costs associated with alcohol consumption.

# Evidence-Based Policy Domains Include:<sup>23</sup>

1. Physical Availability
2. Pricing & Taxation
3. Minimum Legal Age
4. Product Distribution & Control Systems
5. Marketing & Advertising Controls
6. Alcohol Impaired Driving Countermeasures
7. Health & Safety Messaging
8. Law Enforcement
9. Monitoring & Reporting
10. Alcohol & Drug Strategy

# Resources

- [Municipal Alcohol Policies Map](https://dev.cm.publichealthontario.ca/en/data-and-analysis/substance-use/municipal-alcohol-policies) – this resource identifies which municipalities created and submitted policies. <https://dev.cm.publichealthontario.ca/en/data-and-analysis/substance-use/municipal-alcohol-policies>
- [The Municipal Alcohol Policy Guide \(2003\)](https://www.camh.ca/-/media/files/map_policyguide-pdf.pdf) - a practical resource for managing drinking in recreational settings. [https://www.camh.ca/-/media/files/map\\_policyguide-pdf.pdf](https://www.camh.ca/-/media/files/map_policyguide-pdf.pdf)
- [OPHA: Alcohol Policy Package \(August 2023\)](https://opha.on.ca/wp-content/uploads/2023/10/Alcohol-policy-package_Oct_2023.pdf) outlines some evidence-based policies and why they are necessary [https://opha.on.ca/wp-content/uploads/2023/10/Alcohol-policy-package\\_Oct\\_2023.pdf](https://opha.on.ca/wp-content/uploads/2023/10/Alcohol-policy-package_Oct_2023.pdf)
- [CAMH Alcohol Policy Framework \(2019\)](https://www.camh.ca/-/media/files/pdfs---public-policy-submissions/camh-alcoholpolicyframework-2019-pdf.pdf) – provides a framework for alcohol policy. <https://www.camh.ca/-/media/files/pdfs---public-policy-submissions/camh-alcoholpolicyframework-2019-pdf.pdf>
- [Alcohol Policy Review: Opportunities for Ontario Municipalities \(2018\)](https://opha.on.ca/wp-content/uploads/2021/06/Alcohol-Policy-Review-Full-Report-Final-corrected.pdf) – provides specific examples of policies that can be implemented at the municipal level to address alcohol harms <https://opha.on.ca/wp-content/uploads/2021/06/Alcohol-Policy-Review-Full-Report-Final-corrected.pdf>
- [Local Government Alcohol Policy Pack \(2018\)](https://www.partnershipagainstcancer.ca/wp-content/uploads/2018/05/local-government-alcohol-policy-pack-en.pdf) – another resource for municipal alcohol policy with a focus on reducing cancer. <https://www.partnershipagainstcancer.ca/wp-content/uploads/2018/05/local-government-alcohol-policy-pack-en.pdf>



# References

1. Canadian Substance Use Costs and Harms Scientific Working Group (2023). Canadian substance use costs and harms (2007-2020). (Prepared by the Canadian Institute for Substance Use Research and the Canadian Centre on Substance Use and Addiction). Ottawa ON: Canadian Centre on Substance Use and Addiction. Available at <https://csuch.ca/documents/reports/english/Canadian-Substance-Use-Costs-and-Harms-Report-2023-en.pdf>
2. Shield, K., Churchill, S., Sherk, A., Stockwell, T., Levesque, C., Sanger, N., . . . Paradis, C. (2022). Lifetime risk of alcohol attributable death and disability. Ottawa, ON: Canadian Centre on Substance Use and Addiction. Accessed from <https://www.ccsa.ca/sites/default/files/2022-08/CCSA-LRDG-Lifetime-risk-of-alcohol-attributable-death-and-disability-en.pdf>
3. World Health Organization. (2011). Global status report on alcohol and health 2011. Geneva, Switzerland: World Health Organization. Accessed from <https://www.who.int/publications/i/item/global-status-report-on-alcohol-and-health-2011>
4. Bagnardi, V., Rota, M., Battan, E., Tramacare, I., Islami, F., Fedirko, V., . . . LaVecchia, C. (2014). Alcohol consumption and site-specific cancer risk: a comprehensive dose-response meta-analysis. *British Journal of Cancer*, 112, 580-593. <https://doi.org/10.1038/bjc.2014.579>
5. Paradis, C., Butt, P., Shield, K., Poole, N., Wells, S., Naimi, T., Sherk, A. and the Low-Risk Alcohol Drinking Guidelines Scientific Expert Panels. (2023). Canada's Guidance on Alcohol and Health: Final Report. Canadian Centre on Substance Use and Addiction, Ottawa ON. Accessed on May 31, 2024 from [https://www.ccsa.ca/sites/default/files/2023-01/CCSA\\_Canadas\\_Guidance\\_on\\_Alcohol\\_and\\_Health\\_Final\\_Report\\_en.pdf](https://www.ccsa.ca/sites/default/files/2023-01/CCSA_Canadas_Guidance_on_Alcohol_and_Health_Final_Report_en.pdf)
6. Ontario Agency for Health Protection and Promotion (Public Health Ontario). (2023). Burden of Health Conditions Attributable to Smoking and Alcohol by Public Health Unit in Ontario. Toronto, ON: King's Printer for Ontario. Accessed from [https://www.publichealthontario.ca/-/media/Documents/B/2023/burden-health-smoking-alcohol-report.pdf?rev=2bbb255245404a3599a1e11e0f34709c&sc\\_lang=en&hash=F68CF0E49E2AEA5ED3A3589E802C9807](https://www.publichealthontario.ca/-/media/Documents/B/2023/burden-health-smoking-alcohol-report.pdf?rev=2bbb255245404a3599a1e11e0f34709c&sc_lang=en&hash=F68CF0E49E2AEA5ED3A3589E802C9807)

## References (cont'd)

7. Myran, D.T., Friesen, E., Talarico, R., Gaudreault, A., Taljaard, M., Hobin, E., Smith, B.T., Schwartz, N., Giesbrecht, N., Crepault, J-F., Tanuseputro, P., Manuel, D.G. (2024). The association between alcohol retail access and health care visits attributable to alcohol for individuals with and without a history of alcohol-related health-care use. *Addiction*, 119(9), 1554-1563. <https://doi.org/10.1111/add.16566>
8. Myran, D.T., Chen, J.T., Giesbrecht, N., & Rees V.W. (2019). The association between alcohol access and alcohol-attributable emergency department visits in Ontario, Canada. *Addiction*, 114, 1183-1191. <https://doi.org/10.1111.add.14597>
9. Ontario Agency for Health Protection and Promotion (Public Health Ontario). (2023). Hospitalizations for conditions entirely attributable to alcohol – age standardized rate (both sexes) – 2021. Accessed from <https://www.publichealthontario.ca/en/Data-and-Analysis/Substance-Use/Alcohol-Harms>
10. Centre for Addiction and Mental Health (2023). Why we don't need beer in grocery stores – A clinician looks at the harms of increasing alcohol consumption. Accessed from <https://www.camh.ca/en/camh-news-and-stories/why-we-dont-need-beer-in-grocery-stores#:~:text=First%20of%20all%2C%20we%20know,drinkers%20who%20drink%20the%20most>.
11. Ontario Agency for Health Protection and Promotion (Public Health Ontario). (2023). Self-reported heavy drinking rate – age standardized rate (both sexes) – 2021. Accessed from <https://www.publichealthontario.ca/en/Data-and-Analysis/Substance-Use/Alcohol-Use>
12. Ontario Agency for Health Protection and Promotion (Public Health Ontario). (2023). Self-reported rate of consuming seven or more standard drinks in the past seven days – age standardized rate (both sexes) – 2021. Accessed from <https://www.publichealthontario.ca/en/Data-and-Analysis/Substance-Use/Alcohol-Use>
13. Giesbrecht, N., Cukier, S., Steeves, D. (2010). Collateral damage from alcohol: implications of 'second-hand effects of drinking' for populations and health priorities. *Addiction*, 105, 1323-1325. <https://doi.org/10.1111/j.1360-0443.2009.02884.x>
14. Sontate, K.V., Rahim Kamaluddin, M., Naina Mohamed, I., Mohamed, R.M.P., Shaikh, M.F., Kamal, H., & Kumar, J. (2021). Alcohol, Aggression, and Violence: From Public Health to Neuroscience. *Frontiers in Psychology*, 12, 699726. <https://doi.org/10.3389/fpsyg.2021.699726>

## References (cont'd)

15. Abbey, A., Zawacki, T., Buck, P.O., Clinton, A.M., & McAuslan, P. (2004). Sexual assault and alcohol consumption: what do we know about their relationship and what types of research are still needed? *Aggression and Violent Behaviour*, 9(3), 271-303. [https://doi.org/10.1016/S1359-1789\(03\)00011-9](https://doi.org/10.1016/S1359-1789(03)00011-9)
16. Gatley, J.M., Sanches, M., Benny, C., Wells, S. & Callaghan, R.C. (2017). The impact of drinking age laws on perpetration of sexual assault crimes in Canada, 2009-2013. *Journal of Adolescent Health*, 61(1), 24-31. <https://doi.org/10.1016/j.adohealth.2017.03.005>
17. Fallon, B., Van Wert, M., Trocme, N., MacLaurin, B., Sinha, V., Lefebvre, R., Allan, K., Black, T., Lee, B., Rha, W., Smith, C., & Goel, S. (2015). Ontario Incidence Study of Reported Child Abuse and Neglect-2013 (OIS-2013). Toronto, ON: Child Welfare Research Portal. Accessed on May 31, 2024 from [https://cwrp.ca/sites/default/files/publications/en/ois-2013\\_final.pdf](https://cwrp.ca/sites/default/files/publications/en/ois-2013_final.pdf)
18. Ontario Ministry of Transportation (2023). Preliminary 2022 Ontario Road Safety Annual Report Selected Statistics. Road Safety Research Office Safety Policy and Education Branch: Toronto ON. Accessed on May 31, 2024 from [https://files.ontario.ca/mto\\_2/mto-preliminary-2022-orsar-selected-statistics-2020-en-2023-06-23.pdf](https://files.ontario.ca/mto_2/mto-preliminary-2022-orsar-selected-statistics-2020-en-2023-06-23.pdf)
19. Temiskaming Weekender (2024, May 17). Editorial: Nothing to be proud of. Temiskaming Weekender 4. Accessed from <https://speaker.northernontario.ca/wp-content/uploads/2024/05/May-17-2024-Weekender.pdf>
20. Raveendran, R. (2024, July 28). Drunk driving is trending up in Ontario. Toronto, ON: CBC News. Accessed from <https://www.cbc.ca/news/canada/toronto/ontario-drunk-driving-1.7276492>
21. Planet Youth Timiskaming (2024). Timiskaming school-wide assessment. Timiskaming, ON: Planet Youth Timiskaming. Accessed from <https://timiskamingyouth.ca/regional-findings/>
22. Canadian Institute for Health Information (2017). Alcohol Harm in Canada: Examining Hospitalizations Entirely Caused by Alcohol and Strategies to Reduce Alcohol Harm. Ottawa, ON: CIHI. Accessed from <https://www.cihi.ca/sites/default/files/document/report-alcohol-hospitalizations-en-web.pdf>
23. Naimi, T., Stockwell, T., Giesbrecht, N., Wettlaufer, A., Vallance, K., Farrell-Low, A., Farkouh, E., Ma, J., Priore, B., Vishnevsky, N., Price, T., Asbridge, M., Gagnon, M., Hynes, G., Shelley, J, Sherk, A., Shield K., Solomon, R., Thomas, G., & Thompson, K. (2023). Canadian Alcohol Policy Evaluation (CAPE) 3.0 Project: Policy Domain Results Summary (Provincial/Territorial). Victoria, BC: Canadian Institute for Substance Use Research, University of Victoria. Access from <https://www.uvic.ca/research/centres/cisur/assets/docs/cape/cape3/pt-domainresults-en.pdf>

August 12, 2024

VIA EMAIL

The Hon. Doug Ford  
Premier of Ontario  
Legislative Building, Queens Park  
Room 281  
Toronto, ON M7A 1A1

Dear Hon. Doug Ford,

**Re: Association of Municipalities of Ontario (AMO) and Ontario Medical Association (OMA) Joint Health Resolution Campaign**

---

At its Regular Meeting of Council held on Tuesday, August 6, 2024, the Town of Bradford West Gwillimbury Council approved the following resolution:

Resolution 2024-253  
Moved by: Councillor Scott  
Seconded by: Councillor Verkaik

That Council receive the Association of Municipalities of Ontario (AMO) and the Ontario Medical Association (OMA) Joint Health Resolution Campaign for information; and

That Council support the motion as written:

WHEREAS the state of health care in Ontario is in crisis, with 2.3 million Ontarians lacking access to a family doctor, emergency room closures across the province, patients being de-rostered and 40% of family doctors considering retirement over the next five years; and

WHEREAS it has becoming increasingly challenging to attract and retain an adequate healthcare workforce throughout the health sector across Ontario; and

WHEREAS the Northern Ontario School of Medicine University says communities in northern Ontario are short more than 350 physicians, including more than 200 family doctors; and half of the physicians working in northern Ontario expected to retire in the next five years; and

WHEREAS Ontario municipal governments play an integral role in the health care system through responsibilities in public health, long-term care, and paramedicine.

WHEREAS the percentage of family physicians practicing comprehensive family medicine has declined from 77 in 2008 to 65 percent in 2022; and

WHEREAS per capita health-care spending in Ontario is the lowest of all provinces in Canada, and

WHEREAS a robust workforce developed through a provincial, sector-wide health human resources strategy would significantly improve access to health services across the province;

NOW THEREFORE BE IT RESOLVED THAT the Council of The Corporation of the Town of Bradford West Gwillimbury urge the Province of Ontario to recognize the physician shortage in Bradford West Gwillimbury and Ontario, to fund health care appropriately and ensure every Ontarian has access to physician care; and

Be It Further Resolved That a copy of this resolution be circulated to the Premier of Ontario, Hon. Doug Ford; our local Member of Provincial Parliament, Hon. Caroline Mulroney, the Minister of Health, Hon. Sylvia Jones; and all Ontario municipalities.

CARRIED

Regards,



Tara Reynolds  
Deputy Clerk, Town of Bradford West Gwillimbury  
(905) 775-5366 Ext 1104  
[treynolds@townofbwg.com](mailto:treynolds@townofbwg.com)

CC:  
Hon. Caroline Mulroney, Member of Provincial Parliament  
Hon. Sylvia Jones, Minister of Health  
All Ontario Municipalities



**Concise Summary Services Access in January to June 2024:**

<b>Method of Contact</b>	<b>Number of People Helped</b>
Email Assistance	188 people, (approximately 10 are businesses/non-profit leaders)
Zoom Calls	192 times and answered only
Facebook Messages	37 different people (separate from emails)
*I excluded phone conversations, because of reporting concerns*	<b>TOTAL People Helped: 225</b>
<b>Services</b>	<b>Number of People</b>
Settlement Services	185 People
Immigration Assistance	24 People
Referrals and Resources	13 People
Donations	11 Donations
	<b>TOTAL Service Given: 233</b>
Social Integration Opportunities	<b>TOTAL Time Events Was Attended: 355</b>



## **Concise Summary Multicultural Events in January to July 2024:**

**Date/Time/Location: January 13, 2024, 6pm to 10pm, at 55 Riverside Place**

**Event: Immersive Bonfire/Lohri Celebration**

Weather Conditions: Snowstorm, -35°C

Attendance: Approx. 30 people

Sponsors: The City of Temiskaming Shores, Circle K, Moving Forward

Overview: Despite extreme cold and a snowstorm, 30 attendees enjoyed a bonfire celebrating 28 global winter traditions. The event highlighted various cultural and religious festivities, emphasizing unity and cultural appreciation.

**Date/Time/Location: March 10, 2024, 2pm to 8pm, at 55 Riverside Place (and Haileybury Marina for outdoors aspect)**

**Event: Holi-Day/Festival of Colours**

Weather Conditions: Snowstorm, chill temperatures

Attendance: Approx. 15 people

Sponsors: The City of Temiskaming Shores

Overview: The Holi-Day featured a multicultural potluck and cultural booths despite snow. Attendees explored diverse traditions and local vendor products, promoting cultural appreciation and community engagement.

**Date/Time/Location: April 13, 2024, 6pm to 9pm, at Dymond Community Hall**

**Event: Diversity Celebration**

Weather Conditions: Warm weather

Attendance: Approx. 40 people

Sponsors: The City of Temiskaming Shores, Temiskaming Metis Community Council, North Bay Mosque, WayOver Immigration Solutions Inc.

Overview: This event offered enriching discussions on various cultural traditions, including Native, Islamic, and Hindu festivals. It successfully fostered cultural dialogue and understanding within the community.

**Date/Time/Location: May 20, 2024, 4pm until food is all done, at 55 Riverside Place**

**Event: Victory Potluck Dinner Party**

Weather Conditions: Warm weather

Attendance: Approx. 20 people

Sponsors: The City of Temiskaming Shores, TIME Limited, Spring Bloom Acres, Fasten Fusion, WayOver Immigration Solutions Inc., local food donations

Overview: The Victory Potluck celebrated global May events with a diverse array of dishes. The event highlighted unity and cultural exchange, emphasizing the theme of collective victory through shared traditions.



**Date/Time/Location: July 1, 2024, 12:30pm to 5pm, at Haileybury Harbour Place and Marina\*\***

**Event: Diversity Delights**

Weather Conditions: Approx. 25°C+

Attendance: Approx. 250 people

Sponsors: The City of Temiskaming Shores, Centre de Santé, North Cobalt Flea Market, Agregat, Fasten Fusion, WayOver Immigration Solutions Inc.

Overview: The Canada Day event featured a Shores Boat Parade, global snacks, multicultural dances, and a Foam Party. It celebrated Canada's diverse identity and promoted unity through vibrant cultural activities.

Please kindly note: No multicultural events took place in February or June 2024 due to delays in contracting, sponsorship and official establishment of municipality status.

---

#### **Concise Summary Interfaith Temiskaming Session in January to July 2024:**

**Date: February 22, 2024**

**Time: 12:00 PM - 1:00 PM**

**Location: Dymond Community Hall**

**Attendance: 15 people**

Description: Guest Speaker spoke on the Chinese Lunar New Year, highlighting its origins and significance in driving away evil spirits and welcoming spring. The session emphasized educating leaders and the public on diverse cultural perspectives for enhanced community understanding.

**Date: March 21, 2024**

**Time: 12:00 PM - 1:00 PM**

**Location: Dymond Community Hall**

**Attendance: 25 people**

Description: Guest Speaker discussed Holi from a Hindu perspective, focusing on its historical roots and vibrant traditions. The session highlighted the importance of cultural education for fostering inclusivity and understanding.





**Date: April 18, 2024**

**Time: 12:00 PM - 1:00 PM**

**Location: Dymond Community Hall**

**Attendance: 30 people**

Description: Guest Speakers shared insights on Vaisakhi, including its significance as the founding day of Sikhism. The event also covered Sikh practices and traditions, emphasizing the need for cultural education to foster inclusivity.

**Date: May 16, 2024**

**Time: 12:00 PM - 1:00 PM**

**Location: Dymond Community Hall**

**Attendance: 16 people**

Description: Guest Speaker provided insights into Vesak in Buddhism, commemorating the Buddha's birth, enlightenment, and death. The session focused on cultural significance and practices, highlighting the importance of diverse cultural education.

**Date: June 20, 2024**

**Time: 12:00 PM - 1:00 PM**

**Location: Dymond Community Hall**

**Attendance: 10 people**

Description: Guest Speaker discussed the Pow Wow's significance in Temiskaming Shores, emphasizing Indigenous culture preservation and cross-cultural education. The session aimed to build empathy and understanding across communities.

Please kindly note: No Interfaith Temiskaming events will be held during the summer. This decision was made by the committee, including representatives from the City of Temiskaming Shores, Temiskaming Health Unit, Temiskaming Shores and Area Chambers of Commerce, Keepers of the Circle, and One Light Diversity Centre.

---

### **Concise Summary for Community Engagement and Activities in January to June 2024:**

**January 2024:** Engaged in housing and homelessness discussions and created relationships with local businesses and non-profits, throughout the year.

**February 2024:** Focused on creating a new and local One Light Diversity Centre board.

**March 3-6, 2024:** Attended PDAC Conference at Metro Toronto Convention Centre. Rammy Bining and Atul Sagar built rapport with local business and entrepreneurial individuals.

**March 14, 2024:** International Women's Day Gala at 55 Riverside Place. Speaker Rammy Bining discussed diverse women's achievements, intersectionality struggles, and ally support.



**March 23, 2024:** Cam's Club Introduction Dinner. Speaker Rammy Bining addressed the mental health of foreign newcomers and the significance of Cam's Club.

**March 25, 2024:** 52nd Timmins Multicultural Festival. Represented as Canadian Flag Bearer. Follow-up meeting with the Board scheduled for 06/31/2024.

**March 26, 2024:** Meeting at Temiskaming District Secondary School (TDSS) to establish a cultural committee and build relations with One Light services.

**April 12, 2024:** TDSS Full School Board meeting on next steps for creating cultural committees.

**April 15, 2024:** Fundraising event for deceased newcomer. Raised \$2,620 CAD for overseas transportation, in collaboration with Brampton Cremation Centre.

**May 27, 2024:** Publication in the Daily Press on multiculturalism - [Read Article](<https://www.timminspress.com/community/multiculturalism-is-alive-and-well-with-room-for-improvement-2>).

**May 30, 2024:** New Liskeard Public School Spring Fling and create cultural committee.

**May 31, 2024:** TDSS Pow Wow. Full School Board meetings to establish cultural committees. Met with Director of Education Lesleigh Dye.

**June 5, 2024:** Temiskaming Elder Abuse Task Force at Englehart Arena. Guest Speaker Rammy Bining.

**June 21, 2024:** Vendor table for One Light Diversity Centre at Millcreek Cultural Grounds.

**June 22, 2024:** Pride Parade and event planning at 55 Riverside Place.

**June 26, 2024:** Temiskaming Elder Abuse Task Force at Northern College Gymnasium. Guest Speaker Rammy Bining.

**June 29-30, 2024:** Boat Parade. Encouraged newcomers to attend, increasing donations for the Hospital Care Centre.

---

We extend our immense gratitude to the Corporation of the City of Temiskaming Shores for your crucial support in advancing One Light Diversity Centre's mission, ensuring effective use of funds, and we look forward to continued success in our collaboration.

P.O. Box 490  
7 Creswell Drive  
Trenton, Ontario K8V 5R6  
www.quintewest.ca



A Natural Attraction

Tel: 613-392-2841  
Toll Free: 1-866-485-2841  
virinial@quintewest.ca  
clerk@quintewest.ca

Virginia LaTour, Deputy City Clerk

---

August 15, 2024

The Right Honourable Justin Trudeau  
Office of the Prime Minister  
80 Wellington Street  
Ottawa, ON K1A 0A2  
Via Email - justin.trudeau@parl.gc.ca

**RE: Notice of Motion – Councillor Stedall – The Canada Community-Building Fund**

Dear Prime Minister:

This letter will serve to advise that at a meeting of City of Quinte West Council held on August 14, 2024 Council passed the following resolution:

**Motion No 24-366 – Notice of Motion - Councillor Stedall - The Canada Community-Building Fund**  
Moved by Councillor Stedall  
Seconded by Councillor McCue

Whereas the City of Quinte West is entering into an agreement to receive Canada Community-Building Funds, which is administered by the Association of Ontario Municipalities of Ontario (AMO) on behalf of the Federal government;

And whereas the funding allocations are less that 2% year over year for the next 5 years;

And whereas the amounts allocated in the past 5 years were less than 2% year over year;

And whereas non-residential construction price inflation has risen by 29% since the end of 2020 and municipalities are facing soaring costs for infrastructure projects without a corresponding growth in revenue;

And whereas there is a requirement for municipalities to complete an asset management plan and a housing needs analysis;

And whereas both of these plans show the large funding gap between infrastructure and housing needs and funds available from property taxation;

And whereas The City of Quinte West has over \$1.5 billion in core infrastructure assets and, like other municipalities, its infrastructure is aging and in need of upgrades and replacement;

And whereas The City's Asset Management Plan requires \$37 million annually to maintain existing assets which, based on current available funding, is resulting in an annual infrastructure deficit of over \$17.1 million;

And whereas municipalities are facing a gap in federal infrastructure funding as the 10-year Investing in Canada Infrastructure Program has come to an end;

Now therefore be it resolved that the City of Quinte West calls on the Federal Government to provide a supplement to the allocations provided to municipalities under the AMO CBBF agreement for 2024 - 2028 for the same amount that was allocated, effectively doubling the allocation for those years;

And further that this resolution be forwarded to MFOA, AMO, MP Ryan Williams, and Federal Finance Minister Chrystia Freeland, and all Municipalities in Ontario.  
**Carried**

We trust that you will give favourable consideration to this request.

Yours Truly,

CITY OF QUINTE WEST

A handwritten signature in black ink, appearing to read 'Virginia LaTour', written over a horizontal line. The signature is stylized and somewhat cursive.

Virginia LaTour,  
Deputy City Clerk

cc: Donna Herridge, Executive Director, MFOA  
Colin Best, President, AMO  
Ryan Williams, MP, Bay of Quinte  
Hon. Chrystia Freeland, Deputy Prime Minister and Minister of Finance  
All Municipalities of Ontario



2529 Stirling-Marmora Road  
Box 40  
Stirling, ON K0K 3E0  
Phone: 613-395-3380 Fax: 613-395-0864

August 21, 2024

Premier's Office  
Room 281  
Legislative Building, Queen's Park  
Toronto, ON M7A 1A1

Dear Hon. Ford,

**Re: Public Sector Salary Disclosure**

At the August 6, 2024 Standing Committees meeting, Committee made the following recommendation:

**Moved by Councillor Dean Graff**  
**Seconded by Councillor Don Stewart**

*That the report from the CAO-Treasurer entitled, "Public Sector Salary Disclosure" be received; and*

*That Committee recommends to Council the following resolution be adopted and forwarded to the Province of Ontario Premier's Office, the Ministry of Municipal Affairs and Housing, the Association of Municipalities of Ontario and all Ontario Municipalities;*

*Now Therefore Be It Resolved That the Public Sector Salary Disclosure Act be updated to reflect the inflation rates since 1996; and further*

*That the Act be further updated so that the inflation rate is applied each year to the requirement to report public salaries.*

**Carried.**

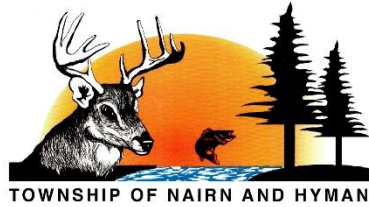
This resolution was subsequently ratified and confirmed by Council at their meeting of August 19, 2024.

Sincerely,

Sydney Dodson  
Deputy Clerk

/sd

Cc: Roxanne Hearn – CAO/Treasurer, Premier Doug Ford, the Ministry of Municipal Affairs and Housing, AMO, all Ontario Municipalities



---

August 21, 2024

Sent via email: [premier@ontario.ca](mailto:premier@ontario.ca)

The Honourable Doug Ford  
Premier of Ontario  
Premier's Office, Room 281  
Legislative Building, Queen's Park  
Toronto, ON M7A 1A1

**RE: Concerns with the Transport and Deposition of Naturally Occurring Radioactive Material (NORM) at the Agnew Lake Tailings Management Area (ALTMA)**

Dear Premier Ford,

I am writing to you on behalf of the Council of the Township of Nairn and Hyman and the Council of the Township of Baldwin to formally submit the attached resolution passed jointly by the two Councils at a Joint Emergency Council Meeting on August 19, 2024.

Our two Townships very recently learned of the decision to transport naturally occurring radioactive material (NORM) from the former Beaucage Mine Site and Nipissing First Nation reserve lands and deposit it at the Agnew Lake Tailings Management Area in the Township of Nairn and Hyman. The decision to transport and deposit NORM has far-reaching implications for the environment, public health, and safety of our communities, and this significant decision was made without any consultation with our municipalities and the other municipalities located near Agnew Lake or along the Highway 17 corridor.

In addition to the participation of our municipalities in this Emergency Council Meeting, many representatives from surrounding First Nations attended the meeting, underscoring the widespread concern across our region about this impending project. The planned transportation of NORM is scheduled to begin in the coming weeks, therefore we respectfully request your attention to this urgent matter.

The resolution reads as follows:

**RESOLUTION:** 2024-EM1-2

**DATE:** August 19, 2024

**MOVED BY:** Councillor McVey

**SECONDED BY:** Councillor Cote

**WHEREAS** the Council of the Corporation of the Township of Nairn and Hyman and the Council of the Corporation of the Township of Baldwin have been informed of the decision to transport naturally occurring radioactive material (NORM) from the former Beaucage Mine and Nipissing First Nation reserve land, and deposit it at the Agnew Lake Tailings Management Area (ALTMA) in the Township of Nairn and Hyman; and

**WHEREAS** this decision has significant implications for the environment, public health, and safety of the surrounding communities, including those within the Township of Nairn and Hyman and the Township of Baldwin; and

**WHEREAS** the decision to transport and deposit NORM to the ALTMA site was made without any consultation with the Township of Nairn and Hyman or the other municipalities bordering Agnew Lake, resulting in the exclusion of local municipalities from the decision-making process; and

**WHEREAS** the exclusion of local municipalities from this process represents a serious breach of trust and a disregard for the well-being of the residents of these communities; and

**WHEREAS** there are significant concerns among residents regarding the potential contamination of drinking water sources, particularly Agnew Lake, which many residents rely on for safe drinking water; and

**WHEREAS** the risks associated with NORM are well-documented, and the proximity of the ALTMA to Agnew Lake heightens the concerns regarding the potential contamination of this vital water source; and

**WHEREAS** according to information received from the Ministry of Mines, there are already some areas of the ALTMA site where dose estimates exceed the Canadian Nuclear Safety Commission's regulatory limit for casual site users; and

**WHEREAS** the Council of the Corporation of the Township of Nairn and Hyman and the Council of the Corporation of the Township of Baldwin held a joint Emergency Council Meeting on August 19, 2024;

**THEREFORE BE IT RESOLVED THAT** the Council of the Corporation of the Township of Nairn and Hyman and the Council of the Corporation of the Township of Baldwin respectfully demands that the Province of Ontario, the Ministry of Mines and the Ministry of Transportation immediately halt the project involving the transportation and deposition of NORM at the ALTMA site until a clear line of communication is established with local municipalities; and

**BE IT FURTHER RESOLVED THAT** the Council of the Corporation of the Township of Nairn and Hyman and the Council of the Corporation of the Township of Baldwin respectfully demands full disclosure of all pertinent details regarding the proposed future NORM transportation and deposition plan, including specific transportation routes, emergency response plans, safety protocols, and the future management plan for the ALTMA site; and

**THAT** the Council of the Corporation of the Township of Nairn and Hyman and the Council of the Corporation of the Township of Baldwin insists that environmental and health impact assessments be conducted with input from independent experts, and that these assessments include opportunities for public hearings to ensure transparency and community involvement; and

**THAT** the Province of Ontario enact legislation that consultation with municipalities is a requirement of any projects that include the transportation or deposition of NORM; and

**THAT** a copy of this resolution be forwarded to the Honourable Doug Ford, Premier of Ontario; the Honourable George Pirie, the Minister of Mines; the Honourable Prabmeet Sarkaria, the Minister of Transportation; the Honourable Andrea Khanjin, the Minister of the Environment, Conservation and Parks; Chief Toulouse and Sagamok Anishnawbek Council Members; Chief Nootchtai and Atikameksheng Anishnawbek Council Members; the Ontario Ombudsman; the Canadian Nuclear Safety Commission; the Canadian Environmental Law Association; MP Carol Hughes; MPP Michael Mantha; the Association of Ontario Municipalities and all Ontario Municipalities.

**CARRIED**

For more information regarding this matter, please contact our municipal office by email at [belindaketchabaw@nairncentre.ca](mailto:belindaketchabaw@nairncentre.ca) or by phone at (705) 869-4232.

Yours truly,



Belinda Ketchabaw  
CAO Clerk Treasurer  
Township of Nairn and Hyman

---

Cc:

Honourable George Pirie, the Minister of Mines  
Honourable Prabmeet Sarkaria, the Minister of Transportation  
Honourable Andrea Khanjin, the Minister of the Environment, Conservation and Parks  
Chief Toulouse and Sagamok Anishnawbek Council Members  
Chief Nootchtai and Atikameksheng Anishnawbek Council Members  
Ontario Ombudsman  
Canadian Nuclear Safety Commission  
Canadian Environmental Law Association  
MP Carol Hughes  
MPP Michael Mantha  
Association of Ontario Municipalities  
All Ontario Municipalities





April 8, 2024

**CITY OF PEMBROKE**

1 Pembroke Street East  
Pembroke, Ontario  
K8A 3J5  
Tel. 613-735-6821

**Chief Administrative  
Officer & Human  
Resources**

Extension 1330  
Fax: 613-735-3660

**Finance**

Extension 1320  
Fax: 613-735-3660

**Fire**

Extension 1201  
Fax: 613-732-7673

**OPP Administration**  
613-732-3332

**Economic Development  
Culture, & Tourism**

Extension 1303  
Fax: 613-735-3660

**Operations**

Extension 1409  
Fax: 613-732-1421

**Planning, Building &  
By-Law Enforcement**

Extension 1304  
Fax: 613-735-3660

**Purchasing**

Extension 1409  
Fax: 613-732-1421

**Parks & Recreation**

Extension 1501  
Fax: 613-635-7709

**general email:**

[pembroke@pembroke.ca](mailto:pembroke@pembroke.ca)

[www.pembroke.ca](http://www.pembroke.ca)

Honourable Doug Ford

Via email: [premier@ontario.ca](mailto:premier@ontario.ca)

Dear Premier Ford:

Please be advised that Council of the Corporation of the City of Pembroke passed the following resolution at its meeting of April 2, 2024:

Resolution #011 (April 2, 2024)

Moved by Deputy Mayor Brian Abdallah

Seconded by Councillor Troy Purcell

Whereas the well-being of our community members is of paramount importance, and addressing mental health and substance use disorder is crucial for the overall health and safety of all our residents; and Whereas the County of Renfrew, like many other regions, faces significant challenges related to mental health and addiction, with individuals and families grappling with the devastating impact of these conditions; and Whereas timely access to specialized treatment and residential rehabilitation services and transitional housing is essential for those struggling with mental health issues and substance use disorders; and Whereas we need to address the urgent need for additional treatment beds, especially for adults requiring intensive supports, and to improve access to care in rural, Northern, and Indigenous communities; and Whereas the number of drug-related deaths in the County of Renfrew, as a whole, is on the rise underscoring the critical importance of accessible treatment options for those at risk of negative impacts including overdose and death; and

Whereas the establishment of a mental health, drug addiction treatment and residential rehabilitation facility serving the County of Renfrew would provide the following benefits:

1. Local Accessibility: Residents would have access to specialized services without the burden of traveling long distances, ensuring timely intervention and continuity of care.
2. Holistic Approach: The facility could offer integrated care, addressing both mental health and substance use disorders concurrently, thereby improving outcomes for clients.
3. Community Support: By providing a safe and supportive environment, the facility would contribute to reducing stigma and fostering community understanding of mental health and addiction.
4. Collaboration with Existing Services: The facility could collaborate with existing community organizations, healthcare and social service



**CITY OF PEMBROKE**

1 Pembroke Street East  
Pembroke, Ontario  
K8A 3J5  
Tel. 613-735-6821

**Chief Administrative  
Officer & Human  
Resources**

Extension 1330  
Fax: 613-735-3660

**Finance**

Extension 1320  
Fax: 613-735-3660

**Fire**

Extension 1201  
Fax: 613-732-7673

**OPP Administration**  
613-732-3332

**Economic Development  
Culture, & Tourism**

Extension 1303  
Fax: 613-735-3660

**Operations**

Extension 1409  
Fax: 613-732-1421

**Planning, Building &  
By-Law Enforcement**

Extension 1304  
Fax: 613-735-3660

**Purchasing**

Extension 1409  
Fax: 613-732-1421

**Parks & Recreation**

Extension 1501  
Fax: 613-635-7709

**general email:**

[pembroke@pembroke.ca](mailto:pembroke@pembroke.ca)

[www.pembroke.ca](http://www.pembroke.ca)

providers, and law enforcement agencies to create a comprehensive network of support (i.e. County of Renfrew MESA program).  
Now Therefore, be it resolved that Council of the Corporation of the City of Pembroke:

1. Urgently requests the Province of Ontario to allocate funding specifically for the establishment of a mental health, addiction, and residential drug treatment rehabilitation facility serving the County of Renfrew.
2. Advocates for a facility that offers evidence-based, trauma-informed care, addressing both addiction and concurrent mental health issues.
3. Commits to working collaboratively with neighbouring municipalities, all community stakeholders, and provincial authorities to ensure the successful implementation of this vital facility.

Furthermore, the City of Pembroke Council encourages all residents to support this resolution and join the collective effort to enhance mental health and addiction services in our region.

Be It Further Resolved that copies of this motion be distributed to the Honourable Doug Ford, Premier of Ontario; Sylvia Jones, Deputy Premier and Minister of Health; Michael Tibollo, Associate Minister of Mental Health and Addictions; Robin Martin, Parliamentary Assistant to the Minister of Health; the Honourable John Yakabuski, Member of Provincial Parliament for Renfrew~Nipissing~Pembroke; the Association of Municipalities of Ontario (AMO); the Eastern Ontario Wardens Caucus; Eastern Ontario Mayor's Caucus; Peter Emon, Warden, for the County of Renfrew; and all neighbouring County of Renfrew lower-tier municipalities.  
Carried

Sincerely,

David Unrau  
Chief Administrative Officer

/nr

Council Members

Mayor Neil Nicholson  
Deputy Mayor Cathy  
Regier

Councillors:  
Mark Bell  
Michael Moore  
Chris Olmstead  
Connie Tabbert  
Joey Trimm

## Certified True Copy

Wednesday, August 7, 2024

**Re: Resolution - Mental Health and Addictions - City of  
Pembroke**

Dear Premier Ford,

At its meeting of August 7, 2024, the Council of the Township of  
Whitewater Region adopted the following resolution:

**That Council of the Township of Whitewater Region support  
the request from the City of Pembroke calling upon the  
Province of Ontario to allocate funding specifically for the  
establishment of a mental health, addiction and residential  
drug treatment facility serving Renfrew County.**

Carried - Resolution #2024-5150

Sincerely,

Carmen Miller  
Clerk

(613) 646-2282

P.O. Box 40,  
44 Main Street  
Cobden, ON  
K0J 1K0

  
whitewaterregion.ca







August 26, 2024.

Subject: Request for Support for Rockin' On Canada Day 2025

Dear Mayor Laferriere and Members of the Council,

I hope this letter finds you well. I am writing on behalf of the New Liskeard Bikers Reunion committee for Rockin' On Canada Day 2025, a community celebration designed to honor our nation's special day while welcoming visitors from near and far.

To ensure the success of this event, we kindly request the following support from the City Council:

1. **Use of the Don Shepherdson Arena and Associated Parking Lot:** We request permission to use this space free of charge for the event, as well as 12-14 days for setup and tear down (before and after event).
2. **Use of the Fall Fair Grounds:** We would like to utilize these grounds for various activities, concessions, and our tent city, also at no charge.
3. **Land for RV Parking:** Specifically, we are requesting land at the end of Montgomery Street and behind the Quonset hut for RV parking.
4. **Small Stage and Fencing:** We would appreciate the provision of a small stage and fencing for designated areas, free of charge.
5. **“Canada Parade” Approval:** We would like to hold a parade through town to honour our seniors by involving them in the celebration. We will manage traffic control to ensure safety and smooth operations.

The goals of Rockin' On Canada Day 2025 are to foster community spirit, provide economic benefits to small businesses and the broader community, and raise funds for Temiskaming Hospital. Timely approval of these requests is crucial to avoid delays in planning, which could otherwise result in lost opportunities and revenue for the event. We sincerely hope the Council will consider our requests favorably and look forward to your prompt response to facilitate our planning process.

Thank you for your attention and support.

Yours sincerely,

Barry Phippen  
President  
New Liskeard Bikers Reunion/ROCD Event



June 25, 2024

**Re: 24<sup>th</sup> Annual Child Care Worker and Early Childhood Educator Appreciation Day, October 24, 2024**

To Ontario mayors and councils,

**We are writing to ask that you and your council proclaim and participate in Child Care Worker & Early Childhood Educator Appreciation Day on Thursday, October 24, 2024.** This day recognizes the commitment, skills and hard work of Early Childhood Educators (ECEs) and staff who work with young children. Each year, the day is proclaimed by the Ontario Coalition for Better Child Care (OCBCC), the Canadian Union of Public Employees (CUPE), municipalities and school boards across Ontario, and is marked by hundreds of child care centres, unions, and allies.

This year's Child Care Worker and Early Childhood Educator Appreciation Day **theme is WORTH MORE, as part of our continuing campaign for decent work and pay for the early years and child care workforce!**

To fulfil the promise of the Canada-Wide Early Learning and Child Care system we need to ensure high quality spaces for every family who needs it. We have seen how affordable child care is life-changing for many families, but we need to make that possible *for all*. To make that vision a reality we need to expand access to child care by building new programs – but most importantly we must ensure that we retain, re-attract and recruit ECEs and child care workers with decent work and fulfilling careers to lead these vital, educational programs.

**We will be sharing these messages on Appreciation Day and we need your help to make it happen by making an official proclamation.**

If your council does not issue official proclamations, there are many alternative ways for your municipality to participate in celebrating this important day:

- Organize a public announcement;
- Flag raising or purple light display;
- Display our posters and distribute our buttons; and
- Organize events and contests for the day or have councilors or the mayor participate in events hosted by child care centres.

A sample proclamation and document outlining additional ways to recognize this important day is attached.

We would love to acknowledge municipalities who choose to celebrate child care workers and ECEs across Ontario on October 24, 2024. Please let us know how your municipality is participating in the appreciation day and we will add you to our list of proclamations and celebrations.

Please direct any correspondence on proclamations and/or celebration activities to the attention of Carolyn Ferns, by mail: Ontario Coalition for Better Child Care, PO Box 73034 Wood Street PO Toronto, ON M4Y 2W5, or by email at: [carolyn@childcareontario.org](mailto:carolyn@childcareontario.org).

Thank you for your consideration.

**Christa O'Connor**  
President, OCBCC

**Fred Hahn**  
President, CUPE Ontario Division

24<sup>TH</sup> ANNIVERSARY | OCTOBER 24, 2024

## CHILD CARE WORKER AND EARLY CHILDHOOD EDUCATOR APPRECIATION DAY

COALITION ONTARIENNE POUR  
de meilleurs services  
éducatifs à l'enfance



ONTARIO COALITION FOR  
**Better Child Care**



**This day recognizes the commitment, hard work and dedication of Early Childhood Educators (ECEs) and staff who work with young children.** Each year, the day is proclaimed by The Ontario Coalition for Better Child Care (OCBCC), the Canadian Union of Public Employees (CUPE), municipalities and school boards across Ontario, and is marked by hundreds of child care centres, unions, and allies.

While recognition is important, action to achieve change is even better. Visit [childcareontario.org](https://childcareontario.org) to make your voice heard and ensure child care workers and early childhood educators are treated with respect.

### Tips to Recognize and Celebrate the Day!

Everyone	Municipalities	School Boards	Child Care Centres
<p><b>Show child care workers your appreciation on social media:</b></p> <ul style="list-style-type: none"><li>• Share photos of how you're celebrating the day</li><li>• Share an event prior to the date to raise awareness</li><li>• Write a kind message about a child care provider you know</li><li>• Use the hashtag #ECEappreciation and tag us @ChildCareON</li></ul>	<ul style="list-style-type: none"><li>• Place an ad in the local newspaper promoting the day</li><li>• Encourage local councillors to tour child care centres to find out more about this important work</li><li>• Organize a community-wide celebration to recognize individual staff, centres, and programs</li></ul>	<ul style="list-style-type: none"><li>• Insert the day on the October calendar</li><li>• Arrange to have the day announced on the PA</li><li>• Encourage classes of students to visit the child care centre</li><li>• Set up a Wall of Fame where parents have the opportunity to say thank you to staff</li><li>• Place our poster on school bulletin boards</li></ul>	<ul style="list-style-type: none"><li>• Host a special lunch for staff</li><li>• Give staff members a certificate of appreciation.</li><li>• Have every staff in the centre vote on one child care champion of the year</li><li>• Set up a board near the entrance of the centre where parents may write thank-you notes</li><li>• Place our poster on the main doors</li></ul>

\*Contact the OCBCC to order posters and buttons by October 1, 2024 to ensure timely delivery.



# 24<sup>th</sup> Annual Child Care Worker and Early Childhood Educator Appreciation Day

October 24, 2024

## Proclamation

**Whereas** years of research confirms the benefits of high-quality early learning and child care for young children’s intellectual, emotional, social and physical development and later life outcomes; and

**Whereas** child care promotes the well-being of children and responds to the needs of families and the broader community by supporting quality of life so that citizens can fully participate in and contribute to the economic and social life of their community; and

**Whereas** trained and knowledgeable Registered Early Childhood Educators are the key to quality in early years and child care programs – in licensed child care, Early ON programs, child life programs, and full-day kindergarten;

**Whereas** Registered Early Childhood Educators and child care workers will be vital to the success of the Canada-Wide Early Learning and Child Care system;

**Therefore, Be It Resolved** that October 24, 2024 be designated the 24<sup>th</sup> annual “Child Care Worker & Early Childhood Educator Appreciation Day” in recognition of the education, dedication and commitment of child care workers to children, their families and quality of life of the community.



## ALL AGE FRIENDLY COMMUNITY COMMITTEE MINUTES

Thursday May 23<sup>rd</sup>, 2024, AT 2:00 PM  
 City Hall – Haileybury Boardroom/Teams  
 Chair – Gord Brock

### 1. CALL TO ORDER

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

### 2. ROLL CALL

<b>PRESENT:</b>	Councillor Ian Graydon Gordon Brock – Community Representative Lorna Desmarais – Public Health Promoter – Timiskaming Health Unit Monique Chartrand – Executive Director Victim Services Kim Peters – Community Representative Karen Dorland – Community Representative Judy Lee – Community Representative Darlene Kant – Community Representative Sandra Lowe – Community Representative Janice Labonte – Accessibility Committee Matt Bahm – Staff Resource Jeff Thompson – Staff Resource Lynn Julien – Staff Resource Yvonne-Walford, Alzheimer’s Society - Guest Speaker Kelly Conlin- Committee Secretary
<b>REGRETS:</b>	Jan Edwards; Suzanne Fournier Jesse Foley; Monique Chartrand, Karli Hawken

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

None

### 4. APPROVAL OF AGENDA

Moved by: Ian Graydon  
 Seconded by: Kim Peters

That the agenda for the May 23<sup>rd</sup>, 2024, Age Friendly Community Committee meeting be approved as printed.

CARRIED

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

None

## 6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Moved by: Ian Graydon

Seconded by: Sandra Lowe

That the meeting minutes of the March 28<sup>th</sup>,2024 Age Friendly Community Committee be approved as printed.

CARRIED

## 7. DELEGATIONS

None

## 8. UNFINISHED BUSINESS

### a) Committee Logo

The Committee preferred the logo with the framed logo.

### b) Progress Report Items

Moving forward with Age Friendly Business -staff requested Yvonne Walford of the Alzheimer's Society to speak to the Committee on Dementia Friendly Communities – *Finding your Way* Training Session that is available to employers and community partners. The training covers items such as Safety, Communications, Transportations and Risk for those who live with Dementia in our communities. The training is available – it's free and available online. If businesses have a certain number of employees who take the training, they can become identified as a Dementia friendly location. Yvonne also highlighted some of the services available for caregivers through eh Alzheimer's Society. The Alzheimer's Society for Cochrane Timiskaming website has lots of available resources.

Lynn has also included a survey that was developed to be provided to local businesses relating to being Age Friendly. Work is still being done on the survey there may be considerations to also have a survey for the public as well. The group discussed the best way complete the survey to capture to get the surveys out to the businesses once they are ready to be launched and hosting an education session afterwards to reveal the findings. The team at the THU will rework the wording for the survey, and Lynn will reach out to the BIA and Chamber to gather a list of businesses.

## **9. NEW BUSINESS**

### **a) Seniors Inclusive Community Grant Application**

Application was submitted to purchase moby mat, used on uneven ground and sand to grant access, as well as a waterwheel chair for the beach. At this time, just one waterwheel chair will be available at the New Liskeard beach. The moby mats will be located at both the New Liskeard and Haileybury Beach areas.

## **10.COMMITTEE MEMBER UPCOMING EVENTS & OPPORTUNITIES FOR COLLABORATION**

**Seniors Active Living Fair** – Thursday, October 3, 2024 – currently we have Bioped and Footcare nurse for presenters at the event.

**Seniors Community Grant** – No update on the funding application.

**Timiskaming Elders Task Force** - Three Spring Fling events: Englehart, Kirkland Lake and Haileybury will be hosting these events.

**Indoor Walking Update** - No update - Ongoing

**Lioness Club** – June 14, 15, 2024 - Annual garage sale

## **11.NEXT MEETING DATES**

September 26<sup>th</sup>, 2024  
November 28<sup>th</sup>, 2024

## **12.ADJOURNMENT**

Moved by: Janice Labonte

Be it resolved that the Age Friendly Community Committee hereby adjourns at 3:19 p.m.

CARRIED

**1. CALL TO ORDER**

The meeting was called to order at 4:46 p.m.

**2. ROLL CALL**

PRESENT:	Tom Cambridge, Committee Chair, Councillor Ian Graydon, Councillor Nadia Pelletier-Lavigne, Tricia Anderson (Virtual), Erika Aelterman, Erin Little (Community Appt) Elizabeth Morland, Timiskaming Health Unit Amy Vickery, City Manager Matt Bahm, Director of Recreation Jeff Thompson, Superintendent of Community Programming Kelly Conlin, Deputy Clerk (Committee Secretary)
REGRETS:	Rob Ritchie, Paul Cobb

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

Under Section 10 – New Business – E-Bikes/E-Scooters

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

None

**5. APPROVAL OF AGENDA**

Recommendation ATC-2024-004  
Moved by: Councillor Ian Graydon

Be it resolved that:

The Active Travel Committee agenda for the May 13, 2024, meeting be approved as amended.

**CARRIED**

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

Recommendation ATC-2024-005  
Moved by: Councillor Nadia Pelletier-Lavigne

Be it resolved that:

The Active Travel Committee minutes for the March 25, 2024, meeting be adopted as presented.

**CARRIED**

**7. PRESENTATIONS/CORRESPONDENCE (INTERNAL/EXTERNAL)**

**8. UNFINISHED BUSINESS**

**a) Recreation Department Update**

Recreation staff provided a general department update in items such as the annual Bike Exchange, the Active Travel Programmer position, the installation of new bike racks, STATO extension via Laurette St., and the upcoming recreation programs. Bike Month and Recreation Month are upcoming in June. Staff have been working on the Cycling Guide which will be available to the public.

**b) Public Works Update – Mitch**

Street sweeping and sidewalk repairs are well underway. The PW department will be cleaning areas of the STATO trail that require additional work before the bollards are installed.

**c) Data Collection – Matt**

Reports for the data collection have been updated. All the information about trails counts will be available on the City's website. We will also be highlighting some of the trail data on our social media platforms.

**d) Lakeshore Rd / Lowry St – Matt**

The Committee discussed different scenarios to address some of the concerns along Lakeshore Road relating to traffic speed, the STATO trail, passing lanes, etc. After staff discussed, it was suggested that as a start, there could be a modification to the start of the Northbound passing lane to mitigate the concerns. The start of the passing lane will be pushed north approximately 30-40 metres. The Committee would like to continue discussions on further changes that can be made to this area of roadway such as centre line bollards, speed reductions, and lane reduction.

Recommendation ATC-2024-006

Moved by: Erin Little

Be it resolved that:

The Active Travel Committee hereby supports the suggested modifications to the northbound passing land on Lakeshore Road and Lowry Street in Haileybury.

**CARRIED**

**9. NEW BUSINESS**

**a) E-Bikes /E-Scooter**

Committee member Elizabeth Morland stated the City may want to start considering messaging and By-Law regulations around E-Bikes and E-Scooters. E-Bikes are classified in different categories based on the speed they can travel. There are many considerations such as speed they could travel, where they can travel, helmets, age limits, etc. To start the city could start with some more public awareness and messaging.

**10. SCHEDULE OF MEETINGS**

October 28, 2024

**11. ADJOURNMENT**

Recommendation ATC-2024-007  
Moved by: Councillor Ian Graydon

Be it resolved that:

The Active Travel Committee meeting is adjourned at 6:02 p.m.

**CARRIED**

## **Association of Municipalities of Ontario**

### **2024 Conference**

#### **Councillor Danny Whalen**

The annual conference was held August 19th, 20th and 21st. As a member of the AMO Executive, I also had meetings on the 16th and 17th.

The conference had a record attendance and a record for the number of municipal - provincial delegations.

I attended the city delegation lead by Councillor Wilson who provided an outstanding effort in representing city concerns with the current status of the Provincial Offences Court system, its shortfalls and municipal concerns.

I also attended a delegation lead by Mayor Wight of the Town of Kirkland Lake regarding the Community Safety and Well Being program and concerns over full participation by all district municipalities.

I attended a delegation with the Towns of Kapuskasing and Hearst regarding the BioMass program for the north.

In my five days in Ottawa, I held talks with the Deputy Premier / Minister of Health, Minister of Mental Health and Addiction, Minister of The Solicitor General, The Attorney General, The Minister of Transportation and the Associate Minister of Forestry.

I was also invited to sit with both the Green Party of Ontario and the New Democratic Party to discuss northern issues and share ideas.

As well I was able to speak with many of the delegates and highlight Temiskaming Shores and northern Ontario.

We at FONOM once again hosted the Northern Ontario Hospitality Suite. Each year at the AMO conference we take over the largest suite at the hotel. We have a variety of craft beers from across the north east, wines and spirits from the north and a vast selection of northern foods and flavours. We estimate 600 plus attended the event and we had fifteen provincial ministers drop in. We had numerous attendees from the NDP and Green parties. This event is the highlight hospitality suite and all others ensure they are finished up prior to our northern suite starting.



Of interest topics:

The closure of Safe Injection Sites in proximity to schools and day cares and the elimination of new site.

BioMass program for northern Ontario

Asset Management Plans and the decision-making process

Housing and infrastructure needs

Age friendly communities

The election of Robin Jones as new AMO President (Formerly ROMA Chair)

## **AMO 2024 Report**

### **Councillor Mark Wilson**

The 2024 AMO conference in Ottawa was an excellent opportunity to discuss municipal issues with municipal representatives across the province and hear from many excellent speakers on various topics.

#### ROMA

I was also at AMO as the ROMA representative for Northeastern Ontario and we had our ROMA board meeting as part of the conference. The primary agenda item at our meeting was a meeting with Minister of Municipal Affairs Paul Calandra. It was an interesting meeting, and we talked about the need for Social and Economic prosperity Review and the Building Faster Fund. The Minister is focused on building more housing and funding will be part of other announcements soon. We also discussed the workforce development issues that are particularly challenging in rural Ontario. The ROMA board made it clear that rural Ontario wants to be part of the solution, and the Minister was very open to our support.

#### Water Wastewater Feasibility Open House

LAS, the service arm of AMO hosted an open house/ strategy session regarding how water and wastewater services can be improved in Ontario. The session was looking for input from municipalities with the intent of exploring the opportunity to develop a Municipal services corporation for water and waste water delivery. The session was interesting and informative and a valuable session to learn about the issues in other municipalities.

#### Plenary Session

Mark Sutcliffe

Mayor Mark Sutcliffe of Ottawa welcomed delegates. He also discussed the financial pressures faced by municipalities and the Need for higher levels of support from the provincial and federal governments.

Andrew Coyne

Andrew Coyne from the Globe and Mail and CBC “At Issue” was the keynote speaker.

He spoke about the threats to democracies around the world. Democracies are under pressure from the loss of balanced debate and the socialization of information. He spoke about how many people have lost their connection with reality because they receive information from single sources and are often in a separate universe of conspiracy and “alternative facts”. They generally listen to the facts that they “prefer” He said that generally people want respect but politicians exploit this rather than try to bridge this.

He said democracies need “Room to Breath” and time needs to be given to evaluate and consider issues and we need to temper the “Firehose of Social Media”.

He warned not to confuse populism with democracy. Populism brings too much of the “Us versus them” attitude and he sees conservatism being “sucked” down the populism road. Mr. Coyne said he identifies as a conservative.

Lastly, he said that Canada cannot depend on stable neighbours, particularly with potential turmoil in the US and we must prepare for that because we cannot be helpless victims of events.

Adrian Benedict

Adrian Benedict is the Reginal Chief for Ontario from Ahkewesane first Nation.

He Discussed the importance of partnerships between the 133 First Nations and the 444 municipalities in Ontario.

He asked, do you know the First Nation Near you? Are your Visions the same? Are your challenges the same?

He indicated that First nations want prosperity, they are resilient, and they want partnerships with municipalities. He also highlighted that First Nation are focused on Sustainable development and Environmental protection is very important.

It was a very interesting and hopeful presentation.

## Colin Best

Colin Best spoke to delegates in his last duty as AMO president. Colin, from Milton has been an excellent AMO president and has served the organization very well. The new President of AMO is Robin Jones from Westport.

## Delegation

The City of Temiskaming shores attended two delegations. One in a supporting role with the Town of Kirkland Lake regarding the Community Safety and well being plan. The discussion around the topic included how the great work that has been done on the planning and development stage of the CSWB plan but now there needs to be further support to implement the plan. Mayor Stacy Wight from Kirkland Lake did an excellent job leading the delegation to the Solicitor General Micheal Kirsner.

The second Delegation was with Doug Downey, the Attorney General. It was attended by me, Deputy mayor, Danny Whelan and Harry Schlange from the Town of Gore Bay. We discussed the challenges that small POA are having, and we discussed some solutions such as Administrative monetary penalties AMPs for highway traffic infractions. We also discussed better communications between Our POA and MAG . We also specifically indicated that we would not renew our Part 3 agreement with MAG when it comes due if we cannot solve some of these issues. We also clearly indicated that our POA staff been working very hard to work through many issues including court back logs, managing court schedules the best that they can and streamlining outdated systems within our outdated justice system. We indicated that we are trying to support our staff as much as possible, but the system needs some significant upgrades. AMO has been recommending a third-party review of POA and we indicated that we support that initiative. It was a good delegation. Thanks to all the staff who contributed to the delegation and thanks to Deputy Mayor Whelan who provided important guidance and valuable information regarding these delegations.

## Information sessions

I attended various information sessions including , Strengthening Public Health, Housing initiatives, financing municipalities among others. These were all excellent sessions and TVO has recorded many sessions from the AMO conference. If you have an opportunity you can have a Look

### Ministers Forum

I attended the Ministers forum and there were many questions on a wide variety of topics. The one question that stood out was regarding the need for better code of Conduct legislation in Ontario. Many municipalities are facing serious concerns around disruptive members and there are sometimes very few options for municipalities to address these issues.

The Minister Forum is always an interesting session at most conferences, and we appreciate that the Ministers take the time to attend.

### Trade Show

The trade show is always an important event and I had the opportunity to have some excellent discussions with various exhibitors including Ontario Northland, MPAC, Economic Developers of Ontario, Nature and Outdoor tourism Ontario, Ontario Association of Certified Engineers, Various Road safety suppliers among others.

### Northern Ontario night

The AMO conference is also an opportunity for Municipal leaders to socialize and share issues in their communities. One of the best places to do this is at the FONOM Northern Ontario night. Thanks to FONOM and all their excellent work on organizing such a great event. It is also an opportunity to meet some Ministers and their staff which is very useful for discussing issues later.

I would like to note that other than the registration, my expenses are paid by ROMA . I am the ROMA director for Zone 9, Northeastern Ontario.

**REGULAR COUNCIL MEETING**

HELD  
July 9<sup>th</sup>, 2024

**2024-153**

**Moved by Councillor Kelly**

**Seconded by Councillor Trahan**

THAT Council for the Municipality of East Ferris supports the letter received from the Township of Otonabee-South Monaghan regarding calling upon all levels of government to enact regulations for the importation, sale, storage, and use of non-OEM or ULC certified lithium-ion batteries;

AND THAT this resolution be sent to MP Anthony Rota and all Ontario municipalities.

**Carried Mayor Rochefort**

CERTIFIED to be a true copy of  
Resolution No. 2024-153 passed by the  
Council of the Municipality of East Ferris  
on the 9th day of July, 2024.



Kari Hanselman, Dipl. M.A.  
Clerk



# *The Corporation of the Township of Otonabee-South Monaghan*

June 28, 2024

Via Email: [david.piccinico@pc.ola.org](mailto:david.piccinico@pc.ola.org)

Hon. David Piccini M.P.P.  
Minister of Labour, Immigration, Training and Skills Development  
117 Peter Street  
Port Hope, ON  
L1A 1C5

Dear Minister Piccini:

**Re: Regulations for the Importation and Safe Use of Lithium-ion Batteries**

I am writing today to bring to your attention a matter of significant importance to the Township of Otonabee-South Monaghan, regarding the importation and safe use of lithium-ion batteries.

At the June 17, 2024 Council Meeting the Fire Chief of the Township of Otonabee-South Monaghan made a presentation to Council on the dangers presented by lithium-ion batteries. The Fire Chief was reporting back from attending the Charged For Life Symposium presented by the Office of the Fire Marshal.

During the presentation, the Fire Chief stressed that the increased importation and use of non-Original Equipment Manufacturer (OEM) aftermarket batteries is presenting a significant increase in fire and explosion, putting citizens and responding personnel in danger. These after market batteries are not Underwriter Laboratories of Canada (ULC) certified but can be imported into Canada without any associated regulations.

Unlicensed persons and locations can store and modify lithium-ion batteries in our communities without regulations, providing dangerous conditions within a community. Charging these batteries within the home or multi-unit dwellings can result in larger fires with grave results.

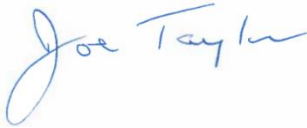
As Canada becomes more aware of Green Energy solutions, these batteries are used more often, increasing the danger to our communities. We support the Ontario Fire Marshal's program to educate citizens on the danger associated with lithium-ion batteries and encourage every municipality to actively promote safe practices for the use of lithium-ion batteries.

We also call upon all levels of government to enact regulations for the importation, sale, storage, and use of non-OEM or ULC certified lithium-ion batteries.

Thank you in advance for your attention to this very critical issue, and I look forward to your prompt consideration and support.

Please do not hesitate to contact me or our Fire Chief if you require any additional information.

Yours truly,  
Township of Otonabee-South Monaghan

A handwritten signature in blue ink that reads "Joe Taylor". The signature is written in a cursive style with a large initial "J".

Joe Taylor, Mayor

Cc: MP, Philip Lawrence  
All Ontario Municipalities



# THE VOICE OF NORTHERN BUSINESS



## Re: Request for Council Resolution: Support a Set-Aside for Northern Ontario within the OINP

On July 25<sup>th</sup>, 2024, over 40 organizations from across Northern Ontario came together to formally support an initiative to increase provincially led immigration to Northern Ontario communities. Northern Ontario Chambers of Commerce, Municipalities, Economic Development Agencies, Community Futures Development Corporations, Local Immigration Partnerships, Réseau du Nord, and more are working together to advocate for a Northern Ontario "set-aside" within the Ontario Immigrant Nominee Program (OINP).

**As the Government of Ontario has full authority to set the parameters and allocations for the OINP. We are requesting 3,000 nominations, annually, be specifically set aside for immigrants coming to Northern Ontario to fill labour shortages.** These 3,000 immigrants would help our communities maintain their current standard of living. Meaning there would be enough people to support vital services in our communities, pay taxes, and keep businesses open.

Currently, Northern Ontario is only receiving between 1-3% of all allocations through the OINP (approximately 100-200 nominees per year for the past 14 years). Meanwhile, the GTA receives approximately 90% of ALL immigration to Ontario. OINP has 21,500 total spots to allocate in 2024, up from 9,000 spots just three years ago. That means there is plenty of room to make a set-aside for Northern Ontario work without detracting from the GTA and other Ontario communities.

**We need your help ASAP.** To put pressure on the provincial government, **we are requesting your Council pass a resolution formally supporting a 3,000-nomination set-aside within the OINP for Northern Ontario communities.**

The allocation of these 3,000 spots would be spread among communities, ensuring that the benefits of immigration are extended beyond the largest cities in Northern Ontario. Importantly, the set-aside would **work alongside existing programs**, like the federal Rural and Northern Immigration Pilot (and future iterations of it). Also, in-need occupations would be identified specifically for Northern Ontario communities to help address our unique labour shortages.

The federal Rural and Northern Immigration Pilot has brought over 4,000 immigrants to Northern Ontario since its inception five years ago. Targeted, community-level immigration works for Northern Ontario. Help us keep the momentum going.

For questions or more information, please contact:

Charla Robinson, President, Thunder Bay Chamber of Commerce at [charla@tbchamber.ca](mailto:charla@tbchamber.ca)

# THE VOICE OF NORTHERN BUSINESS



**Table: Proposed Allocations for Northern Ontario OINP “Set-Aside”**

OINP Proposed Northern Ontario Allotments, CMA/CAs and CDs (Rural)		
Geography	Geographic Level	Allocations
Greater Sudbury	CMA	689
Timmins	CA	166
Sault Ste. Marie	CA	310
Thunder Bay	CMA	498
North Bay	CA	290
Kenora	CA	60
Nipissing	District**	52
Manitoulin	District	56
Sudbury	District	72
Greater Sudbury*	District**	0
Timiskaming	District	127
Cochrane	District**	149
Algoma	District**	150
Thunder Bay	District**	95
Rainy River	District	79
Kenora	District**	206

**Source: Northern Policy Institute.**

Definitions: A census metropolitan area (CMA) must have a total population of at least 100,000. A census agglomeration (CA) must have a core population of at least 10,000. Census divisions (CDs) are intermediate geographic areas between the province/territory level and the municipality.

Note: \*The Greater Sudbury CMA overlaps completely with the Greater Sudbury CD. Thus, for simplicity, all the allocations are included under the Greater Sudbury CMA.

\*\*Districts represent the CD population minus the CMA/CA population (if there is a CMA/CA present within the CD). This allows there to be a specific allotment for rural areas

**Source: Author's calculations. Based on an allotment of 3,000 spots for Northern Ontario divided amongst regions based on population share. Data obtained from 2021 Census of the Population.**

# THE VOICE OF NORTHERN BUSINESS



## Sample Motion

**WHEREAS** employers across Northern Ontario are experiencing a critical shortage of **skilled** workers, contributing to a shrinking labour market with an estimated 50,000 newcomers needed by 2041 to sustain current Northern Ontario population levels; and

**WHEREAS**, the labour shortage is causing significant economic hardship for Northern Ontario communities, including reduced productivity and business closures; and

**WHEREAS** population and migration trends to 2021 suggest that Northern Ontario needs **100,000 newcomers by 2041** to sustain current population; and

**WHEREAS** the success of the federal Rural and Northern Immigration Pilot (RNIP) demonstrates the effectiveness of allocating nomination spots to address regional labour shortages in attracting newcomers to Northern Ontario; and

**WHEREAS**, the Ontario Immigrant Nominee Program has been expanded from 9,750 nominees in 2022 to a goal of 21,500 nominees in 2024;

**NOW, THEREFORE, BE IT RESOLVED BY (town / city) COUNCIL (insert municipality name) to:**

**Urges the Government of Ontario to address the critical market shortage of skilled labour in Northern Ontario by allocating 3,000 Ontario Immigrant Nominee Program spots to support the region's economic growth and development.**

**BE IT FURTHER RESOLVED THAT:**

Copies of this resolution be forwarded to: the Ontario Minister of Labour, Immigration, Training & Skills Development; local Members of Provincial Parliament; the Federation of Northern Ontario Municipalities; and the Thunder Bay Chamber of Commerce

## Memo

**To:** Mayor and Council  
**From:** Shelly Zubyck, Director of Corporate Services  
**Date:** September 17, 2024  
**Subject:** Deeming By-law for 78 Market Street, PLAN M29NB LOT 80 PCL 13767SST and PLAN M29NB LOT 79 PCL 12296SST  
**Attachments:** Appendix 01: Draft Deeming By-law (**Please refer to By-law No. 2024-110**)

---

Mayor and Council:

Jo-Ann Anderson has submitted a request for a deeming by-law for her properties located at 78 Market Street and the adjacent lot to the south. She would like to renovate an accessory structure for the purposes of an additional dwelling unit on the property. The original lots were created by a plan of subdivision. 78 Market measures 33' x 132' and the adjacent lot measures 33' by 132' which means after the deeming by-law is passed the merged property will have 66' of frontage on Markey Street.

Lots of a plan of subdivision do not automatically merge on title when they are registered in the same ownership like properties described in the lot/concession format do (typically located in rural areas). In order to cause lots on a plan of subdivision to merge on title a deeming by-law must be passed by Council and registered on title to the applicable PIN(s). A deeming by-law is passed under the authority of Section 50(4) of the Planning Act, which states: *"The council of a local municipality may by by-law designate any part of a plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed not to be a registered plan of subdivision for the purposes of subsection (3)."* Once a deeming by-law is passed, any further transactions involving any individual pieces of the property will require approval of an application for consent to sever.

The subject property is designated Residential Neighbourhood in the City of Temiskaming Shores Official Plan and is zoned Medium Density Residential (R3) in the City of Temiskaming Shores Zoning By-law. The Zoning by-law permits additional dwellings on residential properties where a main use is present. Approval and registration of the deeming by-law will merge the lots so the additional dwelling and the main use are on the same property.

If the Deeming By-law is passed it will be registered on title at the owner's expense.



Submitted by:

*“Original signed by”*

Shelly Zubyck  
Director of Corporate  
Services

# Memo

**To:** Mayor and Council  
**From:** Stephanie Leveille, Treasurer  
**Date:** September 17, 2024  
**Subject:** Provincial Offences French Language Services One-Time Funding Transfer Payment Agreement (TPA)  
**Attachments:** By-Law 2024-112; TPA between His Majesty the King in Right of Ontario as Represented by the Attorney General and The Corporation of the City of Temiskaming Shores

---

Mayor and Council:

Pursuant to O. Reg 544/22 of the *French Language Services Act* (Ontario), nine (9) measures are prescribed for actively offering French language services in the POA courts located in or servicing designated French language service areas in Ontario.

The Province would like to provide funding to assist the Recipient to implement O. Reg 544/22 of the *French Language Services Act* (Ontario). Although several the measures are currently in place, one item remains outstanding which is the official translation of the Provincial Offences website. In order by compliant with the prescribed measures, the Treasurer would like to apply for funding to cover expenses related to implementation as required.

It is recommended that Council directs staff to prepare the necessary by-law to authorize the execution of the Ontario Transfer Payment Agreement between His Majesty the King in Right of Ontario as Represented by the Attorney General and The Corporation of the City of Temiskaming Shores, for consideration at the September 17th, 2024 Regular Council Meeting.

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

Stephanie Leveille  
Treasurer

Shelly Zubyck  
Director of Corporate  
Services

**Subject:** Request for Proposal Award –  
Mount Pleasant Cemetery  
Columbarium Foundation

**Report No.:** CS-032-2024

**Agenda Date:** September 17, 2024

---

### **Attachments**

**Appendix 01:** Picture of Columbarium Foundation

**Appendix 02:** RFQ Opening Summary

**Appendix 03:** Draft By-law Agreement with Pedersen Construction Inc. (**Please refer to By-law No. 2024-111**)

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-032-2024; and
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. to level the Mount Pleasant Cemetery Columbarium foundation in the amount of \$13,480, plus applicable taxes, for consideration at the September 17, 2024 Regular Council meeting.

### **Background**

Since installation of the 72' Granite Columbarium at the Mount Pleasant Cemetery in 2009, the foundation has begun to heave, creating a gap between the foundation and the columbarium structure, as shown in **Appendix 01**. Note: the picture was taken in 2021; however, provides a clearer image of the heaving. Since this time, the interlocking stones have been removed and sod was placed around the unit.

A Request for Quotation (RFQ) was released in June 2024 with engineered specifications to replace the existing block foundation with a new engineered foundation. Following questions received regarding the scope of work, the RFQ was cancelled and the engineer was consulted to discuss alternate options. As a result, the engineer developed three options for consideration to level the columbarium, and provided revised drawings on August 16, 2024.

**Option No. 1** - temporarily relocate the columbarium within the property boundary of the Cemetery, remove the existing foundation, construct a new foundation, per engineered drawings, and place columbarium back on the new foundation.

**Option No. 2** - excavate opposite sides of the existing concrete block foundation, place layer of geotextile and geogrid, place 2” of HI-40 insulation, dowel 15M bars into existing concrete block, form and pour the new concrete blocks, and reinstate granular backfill to original grade, as specified in the provided engineered drawings.

**Option No. 3** - excavate opposite sides of the existing concrete block foundation, place two (2) piles on both sides or as required, embed the piles 10’-0” below the existing concrete block foundation, anchor the piles to the concrete block foundation w/ adjustable sleeve and angle bracket, and reinstate granular backfill to original grade, as specified in the engineered drawings provided.

As a result, a Request for Proposal was released on August 28, 2024 to describe the requirements of the City to receive submissions from qualified Proponents to level the columbarium, according to the three (3) options and specifications provided. For clarity, the Proponents had an opportunity to submit a proposal for one, two, or all three options, and the City’s objective was to select one (1) of the options to level the columbarium from the Successful Bidder.

It is important to note that the niches would not be opened, nor would urns be removed. As such, the successful proponent would take extreme care not upset the urns in the niches. Once a construction timeline has been established, the City will notify the Registrar of the Bereavement Authority of Ontario, post notices for the construction in the Cemetery, and will mail letters to interment rights holders with niches in the Columbarium.

**Analysis**

Proposal documents were distributed to known suppliers and posted on the City’s website. Four (4) proposals were received by the closing date on September 11, 2024 (outlined in **Appendix 02** – Opening Summary), and summarized below.

**Option No.1 – New Foundation**

Bidder	Lump Sum Project (\$)	HST (\$)	Total (\$)
Lua Construction Inc.	220,000.00	28,600.00	248,600.00

**Option No. 2 – Addition of New Concrete Blocks**

Bidder	Lump Sum Project (\$)	HST (\$)	Total (\$)
Pedersen Construction (2013) Inc.	13,480.00	1,752.40	15,232.40
Lua Construction Inc.	180,000.00	23,400.00	203,400.00
Quinan Construction Ltd.	190,000.00	24,700.00	214,700.00



**Option No.3 – Addition of 2 Piles**

Bidder	Lump Sum Project (\$)	HST (\$)	Total (\$)
Tem-Pro Construction	19,995.00	2,599.35	22,594.35
Lua Construction Inc.	140,000.00	18,200.00	158,200.00

The submissions were reviewed and evaluated in accordance with the evaluation criteria outlined in the RFP No. CS-RFP-003-2024, based on the information submitted/ provided in each submission.

All proponents indicated that the completion date would be on or before the November 8, 2024 deadline (subject to review/approval by the Bereavement Authority of Ontario). As the Engineer advised that all three options would provide a suitable solution to level the columbarium, price was a determining factor for which of the three options would be recommended for selection.

As such, staff recommend proceeding with Option No. 2, and to award the contract to Pedersen Construction (2013) Inc. in the amount of \$13,480.00, plus applicable taxes, for consideration at the September 17, 2024 Regular Council meeting (**Appendix 03**), as the company received the highest score based on the evaluation criteria for this selected option.

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

- 2024 Corporate Services Budget
- By-Law No. 2017-015, Procurement Policy
- Request for Proposal No. CS-RFP-003-2024

**Consultation / Communication**

- Distribution of Request for Proposal – CS-RFP-003-2024
- Consultation with Director of Corporate Services
- Advised Bereavement Authority of Ontario of the release of the RFP

**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 capital project was approved within the 2024 Budget with an amount of \$27,000.  
 Note: \$2,500 was used from the budget allocation for engineered drawings.

**Alternatives**

No alternatives were considered; however, Council could proceed with the selection of proponent for Option No. 1 or Option No. 3, or could direct staff to cancel this project.

**Submission**

Prepared by:

Reviewed by:

*“Original signed by”*

*“Original signed by”*

Logan Belanger  
 Municipal Clerk

Shelly Zubyck  
 Director of Corporate  
 Services

**Appendix 01: Mount Pleasant Cemetery Columbarium Foundation**



Note: the pictures were taken in 2021; however, provides a clearer image of the heaving. Since this time, the interlocking stones have been removed and sod was placed around the columbarium.

Document Title: **CS-RFP-003-2024 Mount Pleasant Cemetery Columbarium Foundation**

Closing Date: **Wednesday, September 11, 2024**



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

Department: **Corporate Services**

Opening Time: **2:45 p.m.**

Attendees via teleconference: **Microsoft Teams**

**City of Temiskaming Shores:**

Logan Belanger, Municipal Clerk 	Kelly Conlin, Deputy Clerk 	
--	---	--

**Others (teleconference):**

Clint, Pedersen	George, Luo	
Darcy, TemPro	Paul, Quinnan	

Submission Pricing

Bidder: *Pedersen Construction 2013 clerc.*

Description	Amount (Without HST)
Option No. 1 - Lump Sum Price (exclusive of HST):	\$
Option No. 2 - Lump Sum Price (exclusive of HST):	\$ <i>13,480.00</i>
Option No. 3 - Lump Sum Price (exclusive of HST):	\$

Bidder: *Tem Pro Construction*

Description	Amount (Without HST)
Option No. 1 - Lump Sum Price (exclusive of HST):	\$
Option No. 2 - Lump Sum Price (exclusive of HST):	\$
Option No. 3 - Lump Sum Price (exclusive of HST):	\$ <i>19,995.00</i>

Bidder: *Quinan Construction Ltd.*

Description	Amount (Without HST)
Option No. 1 - Lump Sum Price (exclusive of HST):	\$
Option No. 2 - Lump Sum Price (exclusive of HST):	\$ <i>190,000.00</i>
Option No. 3 - Lump Sum Price (exclusive of HST):	\$

Bidder: *Zua Construction Inc.*

Description	Amount (Without HST)
Option No. 1 - Lump Sum Price (exclusive of HST):	\$ <i>220,000.00</i>
Option No. 2 - Lump Sum Price (exclusive of HST):	\$ <i>180,000.00</i>
Option No. 3 - Lump Sum Price (exclusive of HST):	\$ <i>140,000.00</i>

Bidder:

Description	Amount (Without HST)
Option No. 1 - Lump Sum Price (exclusive of HST):	\$
Option No. 2 - Lump Sum Price (exclusive of HST):	\$
Option No. 3 - Lump Sum Price (exclusive of HST):	\$

**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.

---

**Subject:** Rental Agreement – Graders for Winter Operations

**Report No.:** PW-024-2024

**Agenda Date:** September 17, 2024

---

## **Attachments**

**Appendix 01:** Draft By-law Agreement (**Please refer to By-law No. 2024-112**)

## **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-024-2024; and
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with Elvaan Equipment Solutions (Formerly Jade Equipment) for supply and delivery of three (3) Rental Graders for the City's Winter Operations (2024-2025), for a total upset limit of \$126,900 plus applicable taxes, for consideration at the September 17, 2024, Regular Council meeting.

## **Background**

For snow removal purposes and to ensure that the compliment of the Public Works fleet is complete for the Winter Operations season, Council has consented to the rental of three (3) graders. The rental of the graders is typically from November to April each season and has proven to be successful and an economical approach to satisfy the snow removal needs on top of our two owned and operated graders.

Throughout summer, staff have been working on extending the rental agreement with Elvaan, who recently purchase Jade Equipment Supply and assumed all their existing assets and contracts. They are operating business as usual, in the same location.

As per the current agreement, By-Law 2023-102 and RFQ-004-2023, the rental term or year can be extended for additional year(s) based on mutually agreed terms & conditions and in the best interest of the City.

Elvaan did propose an increase in the rental fees, so a market analysis was completed comparing costs with other vendors for the supply of three (3) Winter Rental Graders.

**Analysis**

Prices and information have been coming in through August and September. Prices were received from Elvaan and Brandt Tractor from Sudbury. 4 other rental companies were reached out to and none of them provide rental Winter Graders. It seems to be a very small minority of rental companies that provide rental Winter Graders.

The current quote and price from Elvaan were reviewed and compared for completeness and feasibility, resulting in staff's recommendation to continue with another rental agreement for the supply and delivery of three (3) rental graders with a monthly rental fee of \$22,500.00, plus applicable taxes.

A chart has been prepared to outline the total upset limit cost associated with the rentals:

<b>Term</b>	<b>Description</b>	<b>Rental/month/unit</b>	<b>Total Cost</b>
5 Months (November 1, 2024 to April 1, 2025)	Monthly Rental Fee for Winter Motor Grader	\$7,500 (x3)	\$112,500
	Delivery (per unit- one way)	\$2,400 (x6)	\$14,400
		<b>Cost</b>	<b>\$126,900</b>

Staff do believe Council and the Public Works department will have to start envisioning or planning a cost-effective way to manage the rentals moving forward. In the past it has been economical to rent graders for the winter months, however that may no longer be the case with the rise in costs. Our community is a five Grader system, and it works extremely well, and provides the level of service we want to maintain; however, options should be looked at and costed in throughout 2025 to be implemented in future winters.

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

- By-Law No. 2023-102, Agreement with Jade Rental Graders, & PW-RFQ-004-2023
- By-Law No. 2017-015, Procurement Policy

**Consultation / Communication**

- Public Works Staff
- Rental Equipment Sales professionals

**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

Compared to previous winters this is a 25% increase in rental fees per month. However, when comparing Elvaan to Brandt, Elvaan is 166% less per month. Brandt Tractor Price was \$60,000 per month for three rentals.

Sufficient funds are available within the approved operating budget to cover the costs associated with the rental of the graders for Winter Operations November – December 2024. The related cost for January – April 2025 will be incorporated into the 2025 operating budget.

**Climate Considerations**

The climate impacts will be minimal and will be dependent on the amount of use required for the rental graders as it relates to snow fall.

**Alternatives**

No alternatives were considered.

**Submission**

Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

Mitch McCrank, CET  
 Manager of Transportation Services

Mathew Bahm  
 Director of Recreation Services



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

**By-law No. 2024-102**

**Being a by-law to adopt a Vision Zero Policy for 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** Council considered Administrative Report PW-022-2024 at the September 3, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to adopt a Vision Zero Policy for the City of Temiskaming Shores, 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 for the City of Temiskaming Shores, 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.

---

Mayor

---

Clerk



Schedule "A" to

**By-law No. 2024-102**

**Vision Zero Policy**



# City of Temiskaming Shores Vision Zero Policy



**Table of Contents**

**Vision Zero Plan for the City of Temiskaming Shores .....4**

**1.0 Introduction .....4**

**1.1 Definitions and Acronyms .....5**

**1.2 Statement of Commitment.....6**

**1.3 Key Contacts .....6**

**1.4 Organization .....6**

**2.0 Policy Statement and Objectives .....7**

**3.0 Key Strategies .....7**

**3.1 Systematic Approach .....7**

**3.2 Pilot Programs and Quick Wins .....8**

**3.3 Infrastructure Improvements.....8**

**3.4 Community Engagement and Education .....8**

**3.5 Enforcement .....9**

**3.6 Long-Term Planning and Sustainability .....9**

**4.0 Planned Strategies.....9**

**4.1 Road Safety Audit.....9**

**4.2 Safe System Approach.....10**

**5.0 Implementation and Evaluation .....11**

**5.1 Data Collection and Analysis .....11**

**5.2 Performance Metrics .....11**

**5.3 Ongoing Monitoring .....12**

**6.0 Conclusion.....12**

## 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.

# The Corporation of the City of Temiskaming Shores

## By-law No. 2024-103

### 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

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

### **By-law No. 2024-104**

#### **Being a by-law to enter into 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



Schedule “A” to

**By-law No. 2024-104**

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 Haileybury

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: \_\_\_\_\_

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

### **By-law No. 2024-105**

#### **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 further 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



Schedule "A" to

**By-law No. 2024-105**

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: \_\_\_\_\_

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

**By-law No. 2024-106**

**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 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-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 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



Schedule “A” to

**By-law 2024-106**

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.







Appendix 01 to  
Schedule "A" to

**By-law No. 2024-106**

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**

---

**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

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

**By-law No. 2024-107**

**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 No. 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.

---

Mayor

---

Clerk



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

### **By-law No. 2024-108**

#### **Being a by-law to amend By-law No. 2024-097 to Regulate and Licence Vehicles for Hire**

**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 a Vehicle for Hire policy on August 13, 2024; 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

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

### **By-law No. 2024-109**

**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. 2024-109**

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>	<b>\$1,404,500</b>		<b>\$1,404,500</b>

	<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>	<b>\$1,404,500</b>		<b>\$1,404,500</b>
<u>Ineligible Costs</u>			
			\$0
<b>TOTAL INELIGIBLE COSTS</b>			<b>\$0</b>
<b>TOTAL PROJECT COSTS</b>			<b>\$1,404,500</b>

\* 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.



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

### **By-law No. 2024-110**

**Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision:  
78 Market Street - Roll No. 5418-010-00609700**

**Whereas** Section 50(4) of the Planning Act, R.S.O. 1990, c.P.13, as amended authorizes the Council of a municipality to designate by by-law, a plan of subdivision, or any part thereof, that has been registered for eight (8) years or more, which shall be deemed not to be a registered plan of subdivision for the purposes of subdivision control; and

**Whereas** Council considered Memo No. 032-2024-CS at the September 17, 2024 Regular Meeting of Council and directed staff to prepare the necessary by-law to deem Lots 79 and 80 on Plan M29NB to no longer be lots on a plan of subdivision for consideration at the September 17, 2024 Regular Council meeting.

**Now therefore** the Council of the Corporation of the City of Temiskaming Shores enacts as follows:

1. That the lands hereinafter described shall be deemed not to be a lot or block on a Registered Plan of Subdivision for the purposes of Section 50(4) of the Planning Act R.S.O. 1990, c.P.13, as amended and as generally illustrated on Schedule "A" attached hereto and forming part of this by-law.
2. That the lands are described as:  
PLAN M29NB LOTS 79 and 80.
3. That in accordance with Section 50(28) of the Planning Act, R.S.O. 1990, c.P.13, as amended, a certified copy or duplicate of this by-law shall be registered by the Clerk of the Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
4. That in accordance with Section 50(29) of the Planning Act, R.S.O. 1990, c.P.13, as amended, Council shall give notice of the passing of the by-law within 30 days of the passing to the owner of land to which the by-law applies.
5. That in accordance with Section 50(30) of the Planning Act R.S.O. 1990, c.P.13, as amended, Council shall hear in person or by an agent any person to whom a notice was sent, who within twenty days of the mailing of the notice gives notice to the Clerk of The Corporation of the City of Temiskaming Shores that the person desires to make representations respecting the amendment or repeal of the by-law.
6. That the Mayor and Clerk are authorized to sign all necessary documents in connection with this by-law.

7. That this by-law shall not be effective until a certified copy or duplicate of this by-law is registered by the Clerk of The Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
8. That the passing of this by-law shall be subject to the provisions of the Planning Act.
9. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

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

---

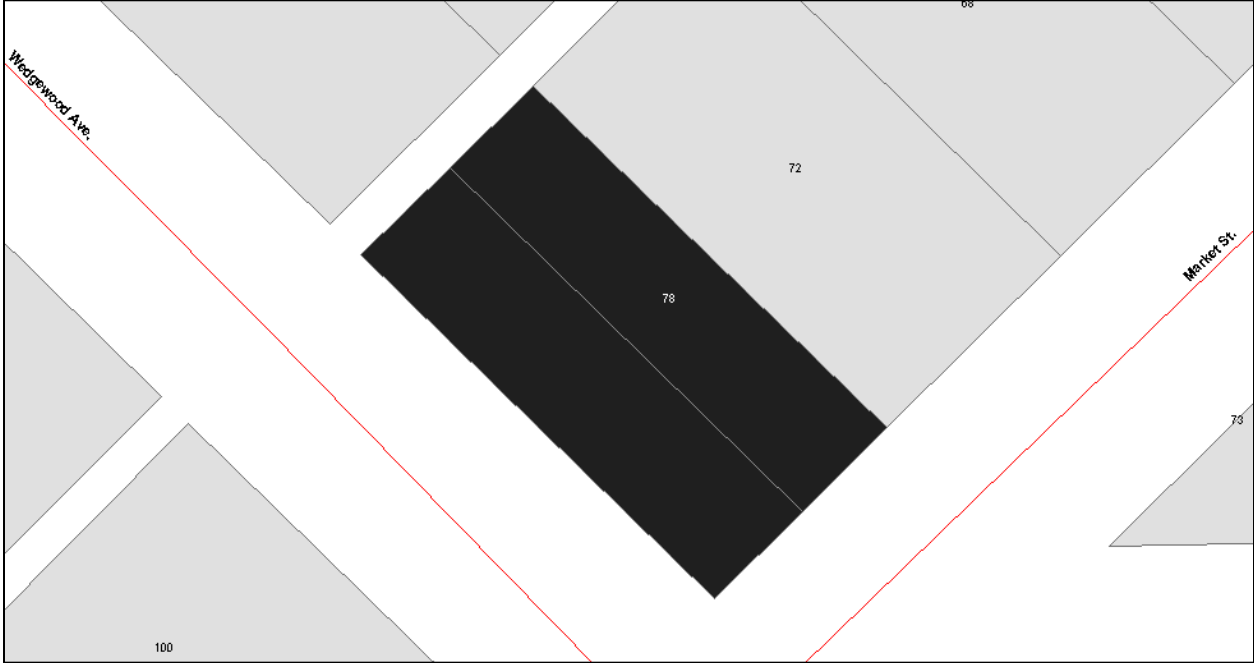
Mayor

---

Clerk

Schedule “A”

City of Temiskaming Shores – PLAN M29B LOTS 79 and 80



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

**By-law No. 2024-111**

**Being a by-law to enter into an agreement with Pedersen  
Construction (2013) Inc. to level the Mount Pleasant Cemetery  
Columbarium Foundation**

**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. CS-032-2024 at the September 17, 2024 Regular meeting, and directed staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. to level the Mount Pleasant Cemetery Columbarium foundation in the amount of \$13,480, 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 entering into an agreement with Pedersen Construction (2013) Inc. level the Mount Pleasant Cemetery Columbarium foundation in the amount of \$13,480, plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

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

---

Mayor

---

Clerk



Schedule “A” to

## **By-law 2024-111**

Agreement between

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

and

**Pedersen Construction (2013) Inc.**

Level the Mount Pleasant Cemetery Columbarium foundation

**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

**Pedersen Construction (2013) 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:

**The Corporation of the City of Temiskaming Shores  
Mount Pleasant Cemetery Columbarium Foundation  
Request for Proposal No. CS-RFP-003-2024**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto as Appendix 01 and forming part of this Agreement;
- c) Complete, as certified by the Municipal Clerk, all the work by **November 8, 2024** (Date subject to approval by the Bereavement Authority of Ontario); and
- d) The time limits referred to in this Agreement may be abridged or extended by mutual agreement by both Parties.

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **thirteen thousand, four-hundred and eighty dollars and zero cents (\$13,480.00) plus applicable taxes**, subject to additions and deductions as provided in the Contract Documents, if applicable.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

**Article III:**

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

The Contractor:

**Pedersen Construction (2013) Inc.**  
177246 Bedard Road  
New Liskeard, Ontario P0J 1P0

The Owner:

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

Municipal Clerk:

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

**Remainder of Page left Blank Intentionally**

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

Signed and Sealed in  
the presence of )

**Pedersen Construction (2013) Inc.**

\_\_\_\_\_  
Alec Pedersen, Project Manager

Municipal Seal )

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

\_\_\_\_\_  
Mayor – Jeff Laferriere

\_\_\_\_\_  
Clerk – Logan Belanger





Appendix 01 to  
Schedule "A" to

**By-law No. 2024-111**

Form of Agreement

**City of Temiskaming Shores**  
**CS-RFP-003-2024 Mount Pleasant Cemetery Columbarium Foundation**

**Form of Proposal**

Proponent's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, Pedersen Construction (2013) Inc.  
(Registered Company Name/Individuals Name)

Of, 177246 Bedard Road, New Liskeard, Ontario P0J 1P0  
(Registered Address and Postal Code)

Phone Number: 705-647-6223

Email: apedersen@pedersenconstruction.ca

We/I, 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 Proposal (all prices must be CDN funds and without HST). Note: Proponent may provide a proposal for Option 1, Option 2 and/or Option 3.

Option No. 1 - Lump Sum Price (exclusive of HST):	
Option No. 2 - Lump Sum Price (exclusive of HST):	\$ 13,480.00
Option No. 3 - Lump Sum Price (exclusive of HST):	

Estimated Completion Date:	Nov. 1, 2024
----------------------------	--------------

**Acknowledgement of Addenda**

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

Bidder's Authorized Official: Alec Pedersen

Title: Project Manager

Authorizing Signature: Alec Pedersen

Date: September 10, 2024

**Form 1 to be submitted.**

**City of Temiskaming Shores**  
**CS-RFP-003-2024 Mount Pleasant Cemetery Columbarium Foundation**  
**Non-Collusion Affidavit**

I/ We Alec Pedersen the undersigned am fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such bid.

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

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

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

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

Dated at: Newkirk this 10th day of September, 2024.

Signed:

Alec Pedersen

Title:

Project Manager

Company Name:

Pedersen Construction (2013) Inc.

**Form 2 to be submitted.**

**City of Temiskaming Shores**  
**CS-RFP-003-2024 Mount Pleasant Cemetery Columbarium Foundation**  
**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 Proposal 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 Proposal submission or the contractual obligations under the Agreement.

List Situations:

not applicable

In making this Proposal 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 RFP process) and the confidential information was relevant to the Work/Services, their pricing or Proposal evaluation process.

Dated at: New Liskeard this 10<sup>th</sup> day of September, 2024.

Signature:

Alec Pedersen

Bidder's Authorized Official:

Alec Pedersen

Title:

Project Manager

Company Name:

Pedersen Construction (2013) Inc.

**Form 3 to be submitted.**

**City of Temiskaming Shores  
CS-RFP-003-2024 Mount Pleasant Cemetery Columbarium Foundation**

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

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

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

Name: Alec Pedersen Company Name: Pedersen Construction (2013) Inc.

Phone Number: 705-647-6223 Email: apedersen@pedersenconstruction.ca

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

I, \_\_\_\_\_, declare that I, or my company, are not in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the *Accessibility for Ontarians with Disabilities Act, 2005*, yet fully agree to meet the required compliance training standards on or before the delivery of the required goods and/or services. In an effort to assist non-compliant vendors, a link to a free e-learning course module called Serve-Ability, Transforming Ontario's Customer Service is available at [www.gov.on.ca/mcss/serve-ability/splash.html](http://www.gov.on.ca/mcss/serve-ability/splash.html).

Date: September 10, 2024

**Form 4 to be submitted.**

**City of Temiskaming Shores**  
**CS-RFP-003-2024 Mount Pleasant Cemetery Columbarium Foundation**

**List of Proposed Sub-Contractors**

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

Name	Address	Component
not applicable		

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

Dated at: New Liskeard this 10th day of September, 2024.

Signature:

Alec Pedersen

Bidder's Authorized Official:

Alec Pedersen

Title:

Project Manager

Company Name:

Pedersen Construction (2013) Inc.

**Form 5 to be submitted.**

## The Corporation of the City of Temiskaming Shores

### By-law No. 2024-112

#### Being a by-law to enter into a Rental Agreement with Elvaan Equipment Solutions (Formerly Jade Equipment Company Ltd.) for the supply and delivery of three (3) Rental Graders

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

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

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

**Whereas** Council considered Administrative Report No. PW-024-2024 at the September 17, 2023 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into a Rental Agreement with Elvaan Equipment Solutions (Formerly Jade Equipment) for the supply and delivery of three (3) Rental Graders for the City's Winter Operations (2024-2025), for a total upset limit of \$126,900 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 the Mayor and Clerk be authorized to execute a Rental Agreement with Elvaan Equipment Solutions (Formerly Jade Equipment) for the supply and delivery of three (3) Rental Graders for the City's Winter Operations (2024-2025), for a total upset limit of \$126,900 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forms part of this by-law.
2. That the Mayor and Clerk have the delegated authority to execute any required documentation and amendments on behalf of the City of Temiskaming Shores as required under the Elvaan Equipment Solutions Rental Agreement providing the documentation does not create any financial liability for the City that is beyond the budget approved by Council.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor 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





Schedule “A” to

**By-law 2024-112**

Agreement between

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

And

**Elvaan Equipment Solutions**

for the supply and delivery of three (3) rental graders

**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

**Elvaan Equipment Solutions**  
(hereinafter called "the Supplier")

Witnesseth:

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

**Article I:**

The Supplier will:

- a) Do and fulfill everything indicated by this Agreement to provide for the supply and delivery of three (3) rental graders on a rental basis for a five (5) month term, in accordance with the specifications in relation to the following:

**Corporation of the City of Temiskaming Shores  
Request for Quotation (PW-RFQ-004-2023)  
Supply and Delivery of Rental Winter Graders**

**Article II:**

The Owner will:

- a) Pay the Supplier in lawful money of Canada, plus applicable taxes, for the rental of motor graders, plus delivery, subject to additions and deductions as provided in the Contract Documents, based on the following criteria:

<b>Term</b>	<b>Description</b>	<b>Rental/month/unit</b>	<b>Total Cost</b>
5 Months (November 1, 2024 to April 1, 2025)	Monthly Rental Fee for Winter Motor Grader	\$7,500.00 (x3)	\$22,500.00
	Delivery (per unit- one way)	\$2,400.00 (x6)	\$14,400.00
<b>Cost</b>			<b>\$126,900.00</b>

- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

**Article III:**

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

The Supplier:

**Elvaan Equipment Solutions**  
47 Forest Plain Road  
Orillia, Ontario  
L3V OR4

The Owner:

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

**Remainder of Page left Blank Intentionally**



# The Corporation of the City of Temiskaming Shores

## By-law No. 2024-113

### A by-law to authorize the execution of the Ontario Transfer Payment Agreement for implementation of measures pursuant to the French Language Services Act, between His Majesty the King in Right of Ontario as Represented by the Attorney General, and The Corporation of the City of Temiskaming Shores

**Whereas** Section 8 of the Municipal Act 2001, c.25, as amended, states that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority; and

**Whereas** Section 9(1) of the Municipal Act 2001, c.25, as amended, interprets Section 8 as to enable a municipality to govern their affairs as they consider appropriate; 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 acknowledged receipt of Memo 033-2024-CS at the September 17, 2024 Regular Council meeting regarding the Transfer Payment Agreement pursuant to the French Language Services Act, and directed staff to prepare the necessary by-law for consideration at the September 17, 2024 Regular meeting; and

**Whereas** Council deems it expedient to enter into an Agreement with His Majesty the King in Right of Ontario as Represented by the Attorney General.

**Now therefore** the Council of The Corporation of the City of Temiskaming Shores enacts as follows:

1. That the Mayor and Clerk are hereby authorized to execute the Ontario Transfer Payment Agreement for the implementation of measures pursuant to the French Language Services Act, between His Majesty the King in Right of Ontario as Represented by the Attorney General and The Corporation of the City of Temiskaming Shores, 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, on behalf of the City of Temiskaming Shores, as required under the Program.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantical or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law.

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

---

Mayor

---

Clerk



Schedule "A" to

## **By-law No. 2024-113**

**A by-law to authorize the execution of the Ontario Transfer Payment Agreement for implementation of measures pursuant to the French Language Services Act, between His Majesty the King in Right of Ontario as Represented by the Attorney General, and The Corporation of the City of Temiskaming Shores**

**ONTARIO TRANSFER PAYMENT AGREEMENT**

**THE ONTARIO TRANSFER PAYMENT AGREEMENT** (the “**Agreement**”) is effective as of the 31<sup>st</sup> day of July, 2024.

**B E T W E E N:**

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO  
AS REPRESENTED BY THE ATTORNEY GENERAL**

(the “**Province**”)

**- and -**

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

(the “**Recipient**”)

**WHEREAS**, the POA, as defined below, is the procedural code for prosecuting offences created by provincial legislation, federal contraventions, and municipal by-laws in Ontario;

**AND WHEREAS**, the responsibility of administration of the POA, including the courts and the collection of fines, was transferred from the Province to the Recipient pursuant to a certain agreement;

**AND WHEREAS**, pursuant to O. Reg 544/22 of the *French Language Services Act* (Ontario), nine (9) measures are prescribed for actively offering French language services in the POA courts located in or servicing designated French language service areas in Ontario;

**AND WHEREAS**, the Recipient is designated as a French language service area in Ontario;

**AND WHEREAS**, the Province would like to provide funding to assist the Recipient to implement O. Reg 544/22 of the *French Language Services Act* (Ontario);

**NOW THEREFORE**, in consideration of the mutual covenants and obligations contained in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged by the parties, the Province and the Recipient covenant and agree as follows:

**1.0 ENTIRE AGREEMENT**

1.1 The agreement, together with:

- (a) Schedule “A” – General Terms and Conditions;
- (b) Schedule “B” – Project Specific Information and Additional Provisions;



- (c) Schedule “C” – Project;
- (d) Schedule “D” – Budget;
- (e) Schedule “E” – Payment Plan; and
- (f) Schedule “F” – Reports;
  - (i) Annex 1 – Financial Report; and
  - (ii) Annex 2 – Summary Report, and

any amending agreement entered into as provided for in section 4.1, constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

## **2.0 CONFLICT OR INCONSISTENCY**

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

## **3.0 COUNTERPARTS**

3.1 The Agreement may be executed in one or more counterparts each of which when so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same instrument. Delivery of an executed copy of a signature page to the Agreement by facsimile transmission or electronic mail shall be effective as delivery of a manually executed copy of the Agreement and each party hereto undertakes to provide each other party hereto with a copy of the Agreement bearing original signatures forthwith upon demand.

## **4.0 AMENDING THE AGREEMENT**

4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

## **5.0 ACKNOWLEDGEMENT**

5.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) 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);

- (c) the Funds are:
  - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province; and
  - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

**- SIGNATURE PAGE FOLLOWS -**

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

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO  
AS REPRESENTED BY THE ATTORNEY GENERAL**

---

Name:  
Title:  
Date:

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

---

Name:  
Title:  
Date:

---

Name:  
Title:  
Date:

I/We have the authority to bind the Recipient.

**SCHEDULE "A"**  
**GENERAL TERMS AND CONDITIONS**

---

**A1.0 INTERPRETATION AND DEFINITIONS**

**A1.1 Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

**A1.2 Definitions.** In the Agreement, the following terms will have the following meanings:

- (a) "**Additional Provisions**" means the terms and conditions set out in Schedule "B", attached hereto;
- (b) "**Agreement**" means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1;
- (c) "**Budget**" means the budget attached to the Agreement as Schedule "D";
- (d) "**Business Day**" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business;
- (e) "**Canada**" means His Majesty the King in right of Canada, represented by the Minister of State (Official Languages);
- (f) "**Canada-Ontario Agreement**" means the Canada-Ontario Agreement on Minority-Language Services between Canada and His Majesty the King in right of Ontario, represented by the Minister of Francophone Affairs with a date of March 20, 2024;
- (g) "**Deliverable**" and "**Deliverables**" have the meaning ascribed to it in Schedule "C", attached hereto;
- (h) "**Effective Date**" means the date set out at the top of the Agreement;
- (i) "**Event of Default**" has the meaning ascribed to it in section A13.1;
- (j) "**Expiry Date**" means the expiry date set out in Schedule "B", attached hereto;
- (k) "**Funding Year**" means:
  - (i) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

- (ii) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31;
- (l) **"Funds"** means the money the Province provides to the Recipient pursuant to the Agreement;
- (m) **"Indemnified Parties"** means His Majesty the King in right of Ontario, His ministers, agents, appointees, and employees;
- (n) **"Maximum Funds"** means the maximum Funds set out in Schedule "B", attached hereto;
- (o) **"Notice"** means any communication given or required to be given pursuant to the Agreement;
- (p) **"Notice Period"** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4;
- (q) **"Parties"** means the Province and the Recipient;
- (r) **"Party"** means either the Province or the Recipient;
- (s) **"POA"** means *Provincial Offences Act* (Ontario);
- (t) **"Project"** means the undertaking described in Schedule "C", attached hereto; and
- (u) **"Reports"** means the reports described in Schedule "F".

A1.3 **Statute and Regulation.** Any reference to a statute is to such statute and to the regulations made pursuant to such statute as such statute are regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have effect of supplementary or superseding such statute or regulations.

## A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 **General.** The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 **Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

### A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

### A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule "E"; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may

request pursuant to section A10.2;

- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (d) if, pursuant to the Canada-Ontario Agreement, the Province does not receive the Funds for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
  - (ii) terminate the Agreement pursuant to section A12.1.

A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget; and
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

## A5.0 **RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 **Disposal.** The Recipient will not, without the Province's prior written consent, sell,

lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

## **A6.0 CONFLICT OF INTEREST**

**A6.1 No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

**A6.2 Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

**A6.3 Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

## **A7.0 REPORTS, ACCOUNTING, AND REVIEW**

**A7.1 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

**A7.2 Record Maintenance.** The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

**A7.3 Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours'



Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

**A7.4 Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

**A7.5 No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

**A7.6 Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

## **A8.0 COMMUNICATIONS REQUIREMENTS**

**A8.1 Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

**A8.2 Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## **A9.0 INDEMNITY**

**A9.1 Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

## **A10.0 INSURANCE**

**A10.1 Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best

rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a thirty (30) day written notice of cancellation.

**A10.2 Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
  - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

**A11.0 TERMINATION ON NOTICE**

**A11.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

**A11.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
  - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

**A12.0 TERMINATION WHERE NO APPROPRIATION**

**A12.1 Termination Where No Appropriation.** If, as provided for in section A4.2(d), the Province does not receive the necessary funding from Canada, pursuant to the Canada-

Ontario Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A12.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds; and
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient.

**A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

A13.1 **Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out the Project;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

A13.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the

Recipient used, but did not use in accordance with the Agreement;

- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A13.3 Opportunity to Remedy.** If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

**A13.4 Recipient not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

**A13.5 When Termination Effective.** Termination under Article will take effect as provided for in the Notice.

#### **A14.0 FUNDS AT THE END OF A FUNDING YEAR**

**A14.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

#### **A15.0 FUNDS UPON EXPIRY**

**A15.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

#### **A16.0 DEBT DUE AND PAYMENT**

**A16.1 Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or

(b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A16.2 **Debt Due.** If, pursuant to the Agreement:

(a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or

(b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

## A17.0 NOTICE

A17.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule "B", or as either Party later designates to the other by Notice.

A17.2 **Notice Given.** Notice will be deemed to have been given:

(a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or

(b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

A17.3 **Postal Disruption.** Despite section A17.2(a), in the event of a postal disruption:

(a) Notice by postage-prepaid mail will not be deemed to be given; and

(b) the Party giving Notice will give Notice by email, personal delivery, or fax.

## A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

**A19.0 SEVERABILITY OF PROVISIONS**

A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

**A20.0 WAIVER**

A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

**A21.0 INDEPENDENT PARTIES**

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

**A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

**A23.0 GOVERNING LAW**

A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

**A24.0 FURTHER ASSURANCES**

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

**A25.0 JOINT AND SEVERAL LIABILITY**

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

**A26.0 RIGHTS AND REMEDIES CUMULATIVE**

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

**A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

A27.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of His agencies (a "Failure");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

**A28.0 SURVIVAL**

A28.1 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

**- END OF GENERAL TERMS AND CONDITIONS -**

**SCHEDULE "B"**  
**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

---

<b>Maximum Funds</b>	\$6,000
<b>Expiry Date</b>	May 2, 2025
<b>Amount for the purposes of section A5.2 (Disposal) of Schedule "A"</b>	\$1,000
<b>Insurance</b>	\$ 2,000,000
<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Position:</b> Andreea Carali</p> <p><b>Address:</b> Provincial Offences Act Unit, Program Management Branch, Court Services Division  720 Bay Street,  3<sup>rd</sup> Floor  Toronto, ON M7A 2S9</p> <p><b>Fax:</b> N/A</p> <p><b>Email:</b> jus.g.mag.poasupport@ontario.ca</p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Position:</b> Logan Belanger, Clerk</p> <p><b>Address:</b> 325 Farr Drive, Haileybury, ON P0J 1K0</p> <p><b>Fax:</b> 705-672-3200</p> <p><b>Email:</b> sleveille@temiskamingshores.ca</p>
<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	<p><b>Position:</b> Stephanie Leveille, Treasurer</p> <p><b>Address:</b> 325 Farr Drive, Haileybury, ON P0J 1K0</p> <p><b>Fax:</b> 705-672-3200</p> <p><b>Email:</b> sleveille@temiskamingshores.ca</p>

**Additional Provisions:**

None.



## SCHEDULE “C” PROJECT

---

### 1. Background

By a certain agreement, the Province transferred to the Recipient the responsibility for administering the POA, including courts and fine collection. In administering the POA, the Recipient, being designated as a French language service area under the *French Language Services Act* (Ontario), is required to meet the requirements of O.Reg. 544/22. To do so, the Province will provide some funding to the Recipient to meet such requirements (the “**Project**”).

### 2. Deliverables

The Recipient shall provide in its POA court locations the following by September 30, 2024:

- (a) create and post bilingual signage to indicate that services are available in French and English;
- (b) translate all POA related documents, including online content on the POA court website, into French and English;
- (c) insert the necessary language in English-only POA related documents to indicate that such documents are available in French,

(each a “**Deliverable**” and collectively the “**Deliverables**”).

**SCHEDULE "D"**  
**BUDGET**

---

<b>Expenses</b>	<b>Amount (\$)</b>
Creating bilingual signage	<b>\$250.00</b>
Translating of online POA related documents on POA court website into French	<b>\$1,000.00</b>
Inserting the necessary language in English-only POA related documents to indicate that such documents are available in French	<b>\$0</b>
<b>Total</b>	<b>\$1,250.00</b>

**SCHEDULE "E"**  
**PAYMENT PLAN**

---

<b>Payment Date</b>	<b>Amount</b> <b>(\$)</b>
On or about March 31, 2025	\$6,000

**SCHEDULE "F"**  
**REPORTS**

---

<b>Name of Report</b>	<b>Due Date</b>
Audited Annual Financial Report	Within ninety (90) days of fiscal year end of the Recipient
Financial Report, in the form of Annex 1 to Schedule "F", attached hereto for the period from the Effective Date to September 30, 2024.	November 13, 2025
Summary Report, in the form of Annex 2 to Schedule "F", attached hereto	November 13, 2025
Reports specified from time to time	On a date or dates specified by the Province.

**ANNEX 1  
FINANCIAL REPORT**

---

**DATE:** [insert]  
**TO:** [insert]  
**FROM:** [insert]  
**RE:** Ontario Transfer Payment Agreement between His Majesty the King in right of the Province of Ontario, as represented by the Attorney General (“Province”) and [insert] (the “Recipient”), effective as of July 31, 2024 (the “Agreement”)

Except as otherwise defined herein, all capitalized terms shall have the meanings given to them in the Agreement.

1. I, [insert], [insert title of the authorized officer of Recipient] of the Recipient, on behalf of the Recipient and not in my personal capacity, having made such enquiries as I have deemed necessary and advisable for this Financial Report, hereby certify that to the best of my knowledge, information, and belief that:
  - (a) the Recipient has incurred [insert] Dollars (\$[insert]) in expenditures in performing the Deliverables from the Effective Date to September 30, 2024, inclusive (the “Period”);
  - (b) the table 1, attached hereto, accurately and correctly (i) illustrates any variance between the Budget, as attached to the Agreement as Schedule “D”, and the actual expenditures incurred by the Recipient for the Period; and (ii) states the reason for such variance.
2. The Recipient hereby requests an amount of [insert] Dollars (\$[insert]).

**IN WITNESS WHEREOF**, the undersigned has hereunto signed these presents as of the date written above.

**[INSERT LEGAL NAME OF THE  
RECIPIENT]**

---

Name: [insert]  
Title: [insert]

**Table 1**

<b>Expenses</b>	<b>Projected Expenditures</b> (\$)	<b>Actual Expenditures</b> (\$)	<b>Variance</b>		
			<b>(\$)</b>	<b>(%)</b>	<b>Comments</b> If the variance is greater than ten percent (10%), please explain why.
Creating bilingual signage					
Translating of online POA related documents on POA court website into French					
Inserting the necessary language in English-only POA related documents to indicate that such documents are available in French					
<b>TOTAL</b>					

## ANNEX 2 SUMMARY REPORT

---

### 1. **Introduction**

The Summary Report provides an overview of the Project.

### 2. **Reporting Requirements for the Project**

The Summary Report is to be submitted to the Province electronically by the due date, as stated in Schedule “F” of the Agreement.

### 3. **Report Submission for the Project**

Please contact Andreea Carali by email at [jus.g.mag.poasupport@ontario.ca](mailto:jus.g.mag.poasupport@ontario.ca) with any questions or concerns.

### 4. **Summary Report**

Please provide at a minimum, the following information for the Summary Report for the Project:

- (a) how many signs have you created in order to be in compliance with the measures in O.Reg 544/22?;
- (b) how many documents have you translated in order to be in compliance with the measures in O.Reg 544/22?;
- (c) have you seen a decrease in complaints from individuals seeking French language services by increasing signs and translations? If so, approximately, by what percentage?;
- (d) with the increase of signs and translations, are you seeing an increase in individuals knowing your French services programs? If so, what percentage and what are the indicators?; and
- (e) how would the Recipient like the Province to assist the Recipient in moving forward to ensure that the Recipient’s compliance with O.Reg 544/22 is seamless?

## The Corporation of the City of Temiskaming Shores

### By-law No. 2024-114

#### Being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for the Committee of the Whole Meeting on September 3, 2024, and for the Regular meeting on September 17, 2024

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

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

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

**Whereas** it is the desire of the Council of The Corporation of the City of Temiskaming Shores to confirm proceedings and By-laws.

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

1. That the actions of the Council at its Regular meeting held on **September 17, 2024**, with respect to each recommendation, by-law and resolution and other action passed and taken or direction given by Council at its said meeting, is, except where the prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.
2. That the actions of the Council at its Committee of the Whole meeting held on **September 3, 2024**, with respect to each recommendation and resolution and other action passed and taken or direction given by Council at its said meeting, is, except where the prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.
3. That the Mayor, or in his absence the presiding officer of Council, and the proper officials of the municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and except where otherwise provided, the Mayor, or in his absence the presiding officer, and the Clerk are hereby directed to execute all documents required by statute to be executed by them, as may be necessary in that behalf and to affix the corporate seal of the municipality to all such documents.



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

---

Mayor

---

Clerk